

Working Document

of the

PROVINCIAL COLLECTIVE AGREEMENT

—BETWEEN —

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION /
BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 27 (CARIBOO-CHILCOTIN)
("The Employer")**

—AND—

**BRITISH COLUMBIA TEACHERS' FEDERATION /
CARIBOO-CHILCOTIN TEACHERS' ASSOCIATION
(The "Union")**

**AS IT APPLIES IN SCHOOL DISTRICT NO. 27 (CARIBOO-CHILCOTIN)
EFFECTIVE JULY 1, 2022 – June 30, 2025**

Please note: This document attempts to set out all the current terms and conditions to 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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DEFINITIONS

1. Continuing Contract Teacher:

A Continuing Contract Teacher is a certificated teacher appointed to the staff of the district until:

- a. that teacher has been dismissed in accordance with the provisions of this agreement; or,
- b. that teacher ceases to be a certificate holder of the Teacher Regulation Branch; or,
- c. that teacher resigns.

2. Temporary Teacher:

A Temporary Teacher is a certificated teacher appointed to the staff of the district for a specified period of time.

3. Teacher Teaching on Call (TTOC)

A Teacher Teaching on Call is, for the purposes of this agreement only, a certificated teacher hired on a day-to-day basis or for a continuous period of time of fewer than twenty (20) consecutive teaching days.

4. Part-Time Teacher

A part-time teacher is a certificated teacher, appointed to the teaching staff of the district, who is employed to work for less than 100% of each day, week or timetable cycle on a continuous basis.

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 Cariboo-Chilcotin Teachers' Association, 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.

Local Provisions:

3. Speech/language pathologists employed by the Board are recognized by the Board and the Association as members of the bargaining unit.

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.

Local Provisions:

6. The Board shall forward to the Association, within fifteen (15) days, a record of monthly dues and/or levies deducted from each employee.

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.

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.

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 MANAGEMENT RESPONSIBILITIES

1. The Association recognizes the responsibility and the right of the Board to manage and operate the school district in accordance with its responsibilities and commitments.

2. The right to assign duties and to manage and direct employees is vested exclusively in the Board except as otherwise provided for in this agreement.

Such rights shall be exercised fairly and reasonably.

ARTICLE A.21 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 agreement of both parties.
2. A newly created position shall be excluded from the bargaining unit unless the position is included by agreement of both parties.
3. The Board shall notify the Association of all newly created positions not presently included in the bargaining unit, and shall provide written job descriptions on request from the Association.

ARTICLE A.22 TEACHER REGULATION BRANCH

The Board shall distribute dues deduction forms to all teachers, honour the forms signed by teachers and remit the appropriate fee required for membership in the Teacher Regulation Branch.

The Board shall also distribute the necessary forms and information to Teachers Teaching on Call (TTOCs) on the District list, but shall not deduct or remit fees on their behalf.

ARTICLE A.23 COPY OF AGREEMENT

The Board shall provide an electronic copy of the draft Collective Agreement to each employee within thirty (30) days of ratification of the contract wording by both parties. Upon completion of the local and provincial melding process the new copy of the Collective Agreement shall be provided to all employees. The Board shall provide one (1) copy of the contract to each staff room or work site. The Board shall provide new employees an electronic copy of the Collective Agreement prior to their assuming duties.

Copies of any Letters of Understanding will also be distributed as above.

ARTICLE A.24 NO CONTRACTING OUT

The Board shall not contract out the provision of educational services, the designing, supervision and assessment of educational programs or any other duties that would normally and regularly be performed by a teacher, except where there is mutual agreement between the Board and Association.

ARTICLE A.25 EDUCATION ASSISTANTS

1. All education assistants hired to assist teachers in carrying out their responsibilities and duties shall be under the immediate supervision of teachers.
2. Teachers shall not assume employment responsibilities for education assistants; however, teachers may consult with and advise the principal in order to assist them to carry out their evaluation responsibilities with respect to education assistants.
3. Teachers will provide orientation and guidance to education assistants as the teacher deems necessary.
4. Education assistants shall not assume the direct professional responsibility for providing educational programs to students or groups of students, but may assist the teacher in:
 - a. providing assistance to individual students and groups of students;
 - b. obtaining objective data for evaluating students and marking students' work;
 - c. providing input into student records or reports;
 - d. providing advice to students.
5. Education assistants shall not be used as alternatives for qualified professional CCTA members.

ARTICLE A.26 RIGHT TO REPRESENTATION

1. If a teacher meets with an administrative officer or other officer of the Board at a meeting which either party believes is related to discipline of the teacher, the staff representative or other representative of the Association shall be present.
2. In situations other than Article A.26.1 above representation will be present at the request of either the teacher or the officer of the Board.
3. A representative of the association shall be released from teaching duties without loss of pay in order to attend the meeting(s) referred to above if the officer of the Board requests that the meeting(s) take place during instructional time.

ARTICLE A.27 SCHOOL STAFF COMMITTEES

The staff of each school shall have the right to form a staff committee. When a staff committee is formed, it shall be governed by the following clauses.

1. The staff committee shall consist of teachers elected by the staff. The committee shall also include an administrative officer and shall reflect the diversity of the staff.
2. A chairperson, other than the administrative officer, shall be elected from the staff committee. The chairperson shall ensure that minutes of the staff committee meetings are kept and distributed to the staff and the administration of the school.

3. The staff committee may study and make recommendations on any matters of concern to the staff members. Upon request, the staff committee shall have access to the school level budget information.
4. The staff committee shall report to the staff at a school staff meeting. The staff may make recommendations to the staff committee concerning matters under consideration.
5. The school administration shall consider all recommendations made by the school staff through the school staff committee.

ARTICLE A.28 STAFF REPRESENTATIVES

A staff representative or designate from that work site shall have the right to:

1. convene site-based union meetings at the work site, outside of instructional time, to conduct Association business.
2. at the request of a teacher at the same work site, be present at any meeting between an Administrative Officer and the teacher. These meetings can occur during instructional time only if approved by the Administrative Officer. The Board will pay for teacher teaching on call (TTOC) costs incurred.
3. be relieved of instructional duties with no loss of pay, in order to attend a grievance or arbitration hearing as outlined in Article A.6 (Grievance Procedure) in which the representative has been directly involved, at no cost to the Board.

ARTICLE A.29 PICKET LINE PROTECTION

1. Teachers covered by this agreement shall have the right to refuse to cross or work behind a picket line arising out of a dispute as defined by the Labour Relations Code of British Columbia, or, where in the opinion of the teacher, safety is a concern in crossing the picket line. Teachers shall not be required to work with any person(s) who attempt to perform any of the duties which would normally be performed by any employees on strike or lockout.
2. Any teacher failing to report for duty for reasons in Article A.29.1 above, shall be considered to be absent without pay and shall not be considered in violation of this agreement and will not be subject to disciplinary action.
3. The Board shall not request, require nor direct teachers covered by this agreement to do work or carry out duties normally performed by employees engaged in a strike or lockout.

ARTICLE A.30 CONSULTATIVE LIAISON COMMITTEE

There shall be a Consultative Liaison Committee consisting of a minimum of three (3) members of the Association and three (3) Representatives of the Board, one (1) of which must be a Trustee.

Committee responsibilities will include:

1. Meeting to discuss and recommend to the Board:
 - a. policy items of mutual concern
 - b. items concerning the application or interpretation of the contract as they affect the Association or the Board.
 - c. category placement for new or reopened rural schools.
2. Establish ad hoc committees to investigate and make recommendations on any matter of mutual concern.
3. The Consultative Liaison Committee will meet once each month during the school year unless otherwise mutually agreed to.
4. If, at the request of the Board, meetings are held during the school day the Board will pay Teacher Teaching on Call (TTOC) and/or non-certificated substitute costs.

ARTICLE A.31 ACCESS TO INFORMATION AND BUDGET INVOLVEMENT

1. The Board, upon request by the Association, agrees to provide the Association with the following current information:
 - a. Lists of bargaining unit members, showing their names, addresses, phone numbers, grid placement, seniority and assignment by October 15 with updates as available.
 - b. Notifications of teacher job postings, transfers, hirings, resignations, retirements, deaths, terminations, suspensions, leaves of absence of more than 20 (twenty) days, and the issuing of “ less than satisfactory” teacher reports as they occur.
 - c. Agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.
 - d. Financial information including audited financial statements, school district budgets, preliminary and final fiscal frameworks, and statements of final determination.
 - e. A list monthly of teacher absences and the Teachers Teaching on Call (TTOCs) and non- certificated substitutes hired for each.
 - f. Class size data as generated on September 30 and when and if regenerated.

- g. A list of Principals and Vice Principals with their percentage of teaching assignment.
 - h. A scattergram showing FTE's at each position of the salary grid as of September 30 and January 31.
2. The Superintendent's Budget Advisory Committee will include an Association representative.

ARTICLE A.32 ACCESS TO FACILITIES

The Association shall have access to worksites for meetings and to transact other business provided that such use does not conflict with other planned uses and is at no cost to the Board. The Association's Annual General Meeting, General Meetings, and Special General Meetings will be accommodated before outside user groups.

This article does not apply when worksites are closed by strike or lockout.

ARTICLE A.33 INTERNAL MAIL

The Association shall have access to the district mail and electronic mail service for communication to teachers at no additional cost to the Board provided that such access does not interfere with Board requirements for the services.

The Board shall utilize existing postal service to all schools on at least a weekly basis.

It is agreed that discretion must be used with the distribution of sensitive materials.

ARTICLE A.34 COMMITTEE COSTS

Unless otherwise agreed to by the Association and the Board, when the Board requests that committees established by the Collective Agreement meet during normal instructional hours the Board shall pay for the required Teacher Teaching on Call (TTOC) and non-certificated substitute costs.

ARTICLE A.35 APPEAL PROCESS

In addition to other processes identified in this agreement, the following appeal process is available to a teacher or teachers to seek clarification of a decision or to attempt to change a decision made by the Board, the Superintendent, Secretary-Treasurer, District Staff or an administrative officer that affects the teacher or other teachers.

1. The teacher may approach the individual who made the decision and request clarification of or a change to the decision.
2. If a concern still exists, the teacher may request the Superintendent to clarify or change the decision. The Superintendent will respond within five (5) teaching days.

3. If a concern still exists the teacher may request the Board to clarify or change the decision. The Board will respond within one (1) month.

The teacher may elect to be accompanied by an Association representative at any step of the process.

ARTICLE A.36 BULLETIN BOARDS

A bulletin board will be provided in staff rooms and work sites as required for use by Association teachers.

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%.

LOCAL PROVISIONS:

10. The salary schedules showing annual salaries form part of this agreement as Local Appendix A.1 – A.9.
11. Part-time teachers shall be paid their regular schedule placement pro-rata to the portion

of the teacher's full time equivalent appointment.

12. a. The rate of deduction for a day without pay shall be 1/195 of the current annual salary of the teacher.
- b. Teachers who terminate or commence employment (including leaves of absence of more than one (1) month) other than on the first or last working day of the month, shall be paid as follows: the number of days worked in the month, divided by the number of possible days the teacher would normally work in the month, multiplied by the teacher's monthly salary.

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.

Local Provisions:

CERTIFICATED TEACHERS-TEACHING-ON-CALL

7. A Teacher Teaching on Call's (TTOC's) assignment within a specific teaching assignment shall not be considered to be interrupted by:
 - a. a non-instructional day,
 - b. a public holiday,
 - c. a school shut-down, including strike or lockout,

- d. the return to work of the regular classroom teacher for a period of two (2) days or less,
 - e. an illness of two (2) days or less in duration,
 - f. a court appearance as per Article G.23 (Court Appearance).
8. Where a TTOC is requested, by an administrative officer, to attend a non- instructional day during an assignment of more than five (5) days, it shall be counted and paid for as a teaching day.
 9. A TTOC, when called to work, shall be entitled to a minimum of .6 of a full day's pay for work in the morning or .4 of a full day's pay for work in the afternoon. However, a TTOC required to work in a Kindergarten class shall be entitled to .5 of a full day pay for work in the in the morning and .5 of a full day's pay for work after the noon break. TTOCs teaching in a class where Kindergarten students are integrated with other students shall receive the greater of the amounts listed above to a maximum of a full day's pay.

Should a TTOC be called in to work for an assignment which spans the school's lunch intermission but does not exceed three (3) hours in total time including preparation time and free blocks but not including the lunch break, the TTOC shall be paid .6 of a full day's pay.
 10. A part-time teacher who acts as TTOC in their own classroom or program assignment shall be paid at their regular scale placement from the first day provided that their assignment to the classroom or program is for .2 or more.
 11. TTOCs will be paid on a bi-weekly basis, one (1) week after the end of a pay period.
 12. TTOCs will be informed, at the time of placement on the list of TTOCs, of pension plan benefits available to them and of any documentation required for salary and benefit purposes.
 13. The TTOC shall be required to assume only the duties of the teacher being replaced in circumstances other than those described in Article B.2.14 following.
 14. If a TTOC has accepted an assignment and has not received at least a twenty-four (24) hour notification of the cancellation of that assignment, the TTOC will carry out teaching related duties:
 - a. at that specific school;
 - b. another mutually agreed upon placement.
 15. The daily deduction for "cost of TTOC" shall not exceed 1/195 of the absent teacher's annual salary and be pro rated to the FTE percent of the day absent.
 16. For each full day worked by a TTOC, that teacher shall receive one day of credit for salary purposes. Experience credit for partial days shall be prorated.

[Note: Effective September 19th, 2014, Article B.2.16 is replaced by provincial Article C.4 (TTOC Employment).]

17. With reference to Article B.2.16, nineteen (19) such days will be recognized as the equivalent of one month's experience and ten (10) such months will be recognized as one year's experience for salary purposes.

[Note: Effective September 19th, 2014, Article B.2.17 is replaced by provincial Article C.4 (TTOC Employment).]

18. Should a TTOC be appointed to the staff of the district they shall be credited with all experience for salary purposes gained as a TTOC in the district provided the experience is gained on or after September 8, 1992.

[Note: Effective September 19th, 2014, Article B.2.18 is replaced by provincial Article C.4 (TTOC Employment). See also Letter of Understanding No. 16.]

19. Should a TTOC be appointed to a continuing position they will be credited seniority equivalent to the experience granted for salary purposes in accordance with this article.

20. The following articles do not apply to TTOCs:

B.11.6 (Group Life Plan), B.11.7 (Medical Services Plan and Provincial Extended Health Benefit Plan), B.11.8 (Salary Indemnity Plan), B.11.9 (Dental Plan), B.11.10 (Death Benefits), B.26 (Canada Savings Bond Payroll Deduction), B.27 (First Aid), B.28 (Moving-Relocation Expenses), B.29 (Teacherages), B.30 (Teachers Travel Provision), C.1 (Resignation), C.2 (Seniority), C.3 (Evaluation), C.22 (Teacher Evaluation), C.24 (Dismissal For Less Than Satisfactory Performance), C.26 (Temporary Reductions in Appointment), C.27 (Job Sharing), C.28 (Part Time Teachers), C.29 (Temporary Teaching Appointment), C.30 (Layoff, Recall and Severance), D.4 (Preparation Time), D.20 (Regular Work Year), E.25 (Posting and Filing Vacant Positions), E.26 (Board Initiated Transfers), F.20 (Professional Autonomy), F.22 (Non-Instructional Days) and Section G (Leaves of Absence);

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B.3 does not apply in School District No. 27 (Cariboo-Chilcotin).

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.
1. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

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

11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including their interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
8. Interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

Article B.9.1 through B.9.3 does not apply in School District No. 27 (Cariboo-Chilcotin).

Local Provisions:

4. All salary and allowance payments to teachers shall be made by deposit to a local chartered bank or credit union account as determined by the teacher.

5. The Board will issue a mid-month advance of up to 40% of gross monthly salary to all teachers upon written request to the Secretary-Treasurer. This percentage may be changed once each year in September.
6. Teachers shall be paid their annual salary in ten (10) equal monthly installments each month worked during the school year on the last working day of the month.
7. All salary adjustments will be defined on the earning statements.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

Effective July 1, 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.

[Article B.10.4 does not apply in School District No.27 (Cariboo-Chilcotin).

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.

Local Provisions:

5. Benefits, Enrollment and Notice

- a. The Board shall provide each teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans, and the Teachers' Pension Plan. In the event a teacher 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 teacher and kept on file by the Board.
- b. The Board shall advise each teacher by letter at the end of September and all teachers hired subsequent to that date at the end of the first month of employment, of those benefit plans available to teachers, the cost of those plans, and of those plans in which the teacher is enrolled.
- c. The Board shall ensure that, when possible, benefit plans begin on the first day of the month following the date of employment. Benefits coverage shall be extended to the end of the next teaching month following a deduction of premiums.
- d. The Board shall provide the Association with a copy of all master teacher benefit plans and shall annually provide the Association with a copy of the financial-actuarial statements for all teacher benefit plans as provided to the Board by the carrier. **[Not applicable for the Provincial Extended Health Benefit Plan. See Article B.11.2.]**
- e. The coverage under these plans shall not be altered or amended without prior agreement by the Association nor the carrier changed without prior consultation with the Association. **[Not applicable for the Provincial Extended Health Benefit Plan. See LOU No. 9.]**
- f. Provided that the teacher pays the appropriate share of the cost of premiums, the Board shall continue to pay its share of benefit premium costs for a teacher who has been participating in the plan who is:
 - i. on statutory maternity leave, or in the case of adoption or parental leave for up to twelve (12) weeks;
 - ii. on educational leave; the cost of which, upon the teacher's return to the District, will be forgiven by 25% for each year of service after the leave;
 - iii. receiving benefits from the Workers' Compensation Board;
 - iv. laid off under Article C.30 Layoff, Recall and Severance and retains rights of re-engagement (for a maximum of three (3) months);
 - v. on any other leave agreed to by the Board and the Association where benefit continuation is agreed upon.
- g. Teachers shall be entitled to continue benefit coverage by making post dated cheque payments to the Board as necessary to maintain benefits for their share

and the Board's share of the premiums of the benefit plan if they are on any extended leave of absence not covered in Article B.11.2.f above. The Board shall provide to each teacher who is to commence a leave, all relevant information regarding benefits which are provided by this agreement and what action by the teacher may be required to maintain membership in the Teacher Regulation Branch.

- h. Part time teachers shall be eligible to participate in all benefit plans and the sharing of the premium costs between the teacher and the Board will be:
 - i. for .4 FTE and greater, the same as for full time teachers;
 - ii. for less than .4 FTE, the Board's normal share will be pro-rated according to the FTE appointment.

Where a bona fide job-sharing situation exists where the teachers share parts of a school year rather than parts of a school day, the teachers will be entitled to benefits according to this article for the full year based on the proportion of the school year that each teacher works in that job-sharing arrangement.

6. Group Life Plan

The Board and participating teachers will share 75% and 25% respectively in the premium cost of the BCTF/BCSTA group life plan "B".

Any premium contributed by the Board toward the total premiums payable under this policy for insurance on the life of a teacher, shall be deemed to be applied first to the full premium for the first \$25,000 of insurance.

The balance of the premium contributed by the Board (if any) shall be deemed to be applied to those amounts of insurance (if any) in excess of \$25,000.

7. Medical Services Plan and Provincial Extended Health Benefit Plan

The Board will pay 100% of the premium costs of the basic coverage provided in the Medical Services Plan of British Columbia. The Board will pay 100% of the premium costs in the Provincial Extended Health Benefits Plan on behalf of all teaching staff. In addition, the Board will pay 100% of the premium costs for EHB rider in respect of the supplemental travel rider.

8. Salary Indemnity Plan

- a. The members of the Association shall participate in the BCTF Salary Indemnity Plan (Short Term and Long Term) and pay 100% of the premium costs.
- b. The Board will pay 100% of all other premium benefit costs while on Short Term Disability and for one year while on Long Term Disability.

9. Dental Plan

The Board and participating teachers will share 75%/25% respectively in the costs of the Medical Services Association Dental Plan - \$1,000 limit on orthodontics. Effective July 1, 2015, the orthodontic limit is \$5,000.

10. Death Benefits

- a. The Board shall pay all benefit premium costs on behalf of a teacher's spouse or dependents for three (3) months from the death of the teacher.
- b. The Board will pay to the estate of the deceased teacher the full month's salary for the month in which the teacher's death occurred.

11. Employee Assistance Plan

The Board shall pay 50% of the cost of an employee assistance plan mutually agreed to by the Board and the Association. The plan will continue to be operative with continued mutual agreement.

The employees' portion of the cost shall be paid by salary deduction.

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.

Local Provisions:

Full credit for teaching and administrative officer experience shall be awarded upon proof that experience was gained in government supported, inspected and supervised public schools of Canada, United States or the Commonwealth. On the recommendation of the Superintendent, other school experience may be deemed acceptable as experience for salary purposes.

Teaching experience shall be defined as follows:

2. Ten (10) months of full-time experience, or its equivalent, shall constitute a year's experience for increment purposes. The foregoing in a) notwithstanding, a teacher hired after the commencement of the regular work year shall be granted one (1) year of experience for salary purposes upon completion of a minimum of eight (8) months of full-time teaching, or its equivalent.
3. Periods of part-time teaching and short-term appointments of one (1) month or more may be added together for accumulation of years of experience credit.
4. Experience credit shall be earned for:
 - a. Secondment to the Association, the BCTF or the Canadian Teachers' Federation.
 - b. Secondment to the Ministry of Education.
 - c. Secondment to a recognized Canadian university or college.
 - d. Secondment to the Teacher Regulation Branch.
 - e. Service with Canadian Universities Service Overseas, the Canadian International Development Agency or World University Services.
 - f. Board paid leaves of absence.
 - g. Absence for up to eighteen (18) weeks on maternity leave.
5. Credit shall be granted to industrial education teachers with a teaching license or a standard certificate for experience gained in another occupation as follows:
 - a. Apprenticeship training, or its equivalent, and journeyman training, or its equivalent, is recognized for salary purposes to a maximum of three (3) years. Additional years' credit may be awarded on the recommendation of the Superintendent.
 - b. Teachers employed by the Board who subsequently acquire a professional certificate will maintain any such experience credit previously awarded.
6. a. Salary increments shall be added on the month immediately following the accumulation of a year of experience as defined in this article.

ARTICLE B.20 PLACEMENT ON SCALE

1. At the time of being hired, the Board shall advise the teacher, in writing, of the documentation required to establish certification, or re-certification, and initial scale placement.
2. The Board shall notify the teacher, in writing, of the initial category and experience placement that has been assigned.

3. Placement of a teacher on salary schedule shall be in accordance with the teacher's categorization as most recently determined by the Teacher Qualification Service and the teacher's years of service.
4. Should a teacher not have TQS documentation, the initial level of pay shall be at the category anticipated by the Board. Teachers shall present TQS documentation to the Board without delay when it is received.

If, after the expiration of five (5) months from the date of hiring, the required documentation has not been presented to the Board, then the teacher's rate of pay will be reduced by one category and the Board shall recover the overpayment over a three month period. Upon receipt of the required documentation and provided the documents support the original scale placement, the recovered amount will be refunded in the next pay period.

Should the Teachers' Qualification Service determine a teacher's category to be lower than that at which the teacher has been paid, the teacher's rate of pay shall be adjusted and the Board shall recover the overpayment in equal installments over the three (3) months following notification of the teacher's TQS category. In no-event will over-payment amounts be left uncollected by the end of the school year or the expiration of a teacher's temporary contract.

Should an upward adjustment be required on receipt of TQS documentation the adjustment will be retroactive to the time of the initial placement. Such documentation must be presented within twelve months of the date of appointment. The adjustment will be paid in the next pay period or within five (5) teaching days, whichever is preferred by the teacher.

Article B.22.3 (Adjustments Due to improved Status) applies to situations beyond the teacher's control.

5. In the event that an employee wishes to appeal placement on the salary scale for category and/or experience, the employee may apply in writing to the Salary Grid Placement Committee for adjustment. If the employee wishes to appeal further, the grievance procedure shall apply.
6. The Salary Grid Placement Committee shall be a joint committee of the Association and the Board. It shall be made up of two members chosen by the Association and two members chosen by the Board. It shall consider all problems related to salary grid placement and allowances.
7. Upon receipt of documentation which establishes that an initial salary category placement is incorrect, a salary adjustment shall be effective retroactive to the time of the initial placement. Such documentation must be presented within twelve months of the date of appointment. The adjustment will be paid in the next pay period or within five teaching days, whichever is preferred by the teacher.

Article B.22.3 (Adjustment Due to Improved Status) applies to situations beyond the teacher's control.

8. The Board shall notify the teacher in writing of the final category and experience placement that has been assigned as soon as it has been established.

9. Teachers granted Category 2 or 3 standing by TQS shall be paid as if they held Category 4 standing.
10. Teachers who are granted a Category 4 standing by TQS and who hold a Bachelor of Education Degree or the equivalent from a recognized university shall be paid at Category 4+.
11. Persons holding a Letter of Permission, the Developmental Standard Term Certificate, or the First Nations Language Certificate shall be placed and remain on the first step of Category 4. However, an individual may be placed at the first step of a higher category when, in the opinion of the Superintendent, a program of post-secondary studies appropriate to the teaching assignment or equivalent to a recognized teacher education program has been successfully completed.
12. Speech and language pathologists shall be placed on the salary scale at the category which is most nearly equivalent to the category of teachers based on the years of university training in the discipline.

Full credit shall be awarded for experience as a speech and language pathologist or for experiences as a teacher subject to the provisions of Article B.14 (Experience Recognition).

ARTICLE B.21 ALLOWANCES

Allowances, as follows, shall be paid in addition to the salary schedule:

1. Coordinators shall be paid an allowance of 8% of Category 6 MAX plus one (1) increment of \$379.43 for each year of experience as a coordinator in the district, to a maximum of two (2) increments. The increment shall be increased as follows:

a.	Effective July 1, 2022	\$455.48
b.	Effective July 1, 2023	\$486.23
c.	Effective July 1, 2024	\$500.82

2. Elementary counsellors with more than three (3) schools and school psychologists shall be paid an allowance of 4.32% of Category 6 MAX plus one (1) increment of \$379.43 for each year of experience as an elementary counsellor or school psychologist in the district, to a maximum of two (2) increments. The increment shall be increased as follows:

a.	Effective July 1, 2022	\$465.08
b.	Effective July 1, 2023	\$496.47
c.	Effective July 1, 2024	\$511.36

3. \$28,710.17 will be made available to fund Department Heads. This fund will be administered by the Superintendent in consultation with the school administrative officers and department heads concerned. The fund shall be increased as follows:

a.	Effective July 1, 2022	\$34,464.56
b.	Effective July 1, 2023	\$36,790.92
c.	Effective July 1, 2024	\$37,894.64

4. Teachers in the rural schools identified below, will receive an annual rural travel allowance equivalent as follows:
 - a. to five (5) return trips to Williams Lake in the first year.
 - b. to ten (10) return trips to Williams Lake in the second and subsequent years.
 - c. teachers in Naghtaneqed will receive an allowance of 150% of the allowance identified in Article B.21.4.a or B.21.4.b above.
 - d. The benefit will be available to part-time teachers pro-rated to their full- time equivalent appointment.

Alexis Creek	Anahim Lake
Likely	Naghtaneqed
Tatla Lake	Dog Creek

ARTICLE B.22 ADJUSTMENTS DUE TO IMPROVED STATUS

1. Where a teacher completes satisfactorily a program resulting in a change in certification and/or salary category on or before August 31, and makes application together with proof to the Board on or before December 31, the resulting change in salary placement will be effective from September 1 of that year.
2. Where a teacher completes satisfactorily a program resulting in a change of certification and/or salary category between August 31 and December 31 and makes application together with proof to the Board on or before March 31, the resulting change will be effective from January 1 of that year.
3. If there is a delay beyond the control of the teacher that results in the teacher not being able to show proof on the dates required in a) and b) above, the teacher shall notify the secretary treasurer of the delay in writing by those same dates. When the proof is then provided, the salary placement will occur as if the proof was submitted within the deadline. Otherwise, the adjustment will be effective from the first of the month in which the Board receives notification.
4. For all applications for a change in salary placement resulting from a change in certification and/or salary category, documentation from the TQS and/or the Teacher Regulation Branch will be considered proof of change.

ARTICLE B.23 PAYMENT BEYOND REGULAR WORK YEAR

If requested by the Board, a teacher may elect to work on curriculum or program development, tuition, instruction or counselling services beyond the regular work year. In such cases, the teacher shall be paid 1/195 of their regular salary scale placement for each day worked as approved by the Superintendent. The number of days to be paid will be stated in the original request.

ARTICLE B.24 SALARY PROTECTION

No teacher shall suffer a loss of salary or benefits as a result of implementation of this agreement, unless agreed to by both parties.

ARTICLE B.25 TRAVEL AND MEAL EXPENSES

Teachers who are required to travel in fulfilling their duties shall be reimbursed as follows:

1. In-District Expenses

a. Mileage

[See Article B.10 Reimbursement for Mileage and Insurance.]

b. Accommodation, Meals

Teachers required to travel at Board expense, as approved by the Superintendent, shall be reimbursed the actual hotel accommodation and travel expenses as supported by receipts. The amount of reimbursement for meals will be \$7 - breakfast, \$8 - lunch, \$15 - dinner.

2. Out-of-District Expenses

a. Mileage/Air Fare

The rate of reimbursement for travel, approved by the Superintendent, outside the district shall be the air fare or the vehicle mileage rates mentioned in Article B.10, whichever is more economical and/or practical.

b. Meals

Meals will be reimbursed at the rates of \$9 - breakfast, \$11 - lunch, \$20 - dinner.

c. Incidentals

\$6 per day will be paid for incidental expenses such as phone calls home and other minor expenses for which receipts are not normally available.

d. Hotels, Taxis, Parking, Etc.

Actual lodging expenses, as well as taxi/airporter fare, parking fees, etc., will be reimbursed upon submission of receipts.

If accommodation is in a private home, \$15 per day shall be reimbursed [including incidental expenses as per Article B.25.2.c above] - no receipts required.

3. In the event that Board policy is amended to provide expense reimbursement at rates greater than those mentioned above, the rates in Board policy shall be those that apply.

ARTICLE B.26 CANADA SAVINGS BOND PAYROLL DEDUCTION

The Board shall offer employees the opportunity to participate in the Canada Savings Bond payroll deduction plan.

ARTICLE B.27 FIRST AID

1. When the Board is required by the WCB Regulations to have a first aid attendant with an Industrial First Aid Certificate in a school, and a teacher is the attendant, the Board shall pay \$459.37 per annum to the teacher. This amount shall be increased as follows:
 - a. Effective July 1, 2022 \$551.45
 - b. Effective July 1, 2023 \$588.67
 - c. Effective July 1, 2024 \$606.33
2. No individual teacher shall be required to be the attendant.
3. The Board shall reimburse the teacher the applicable course fees for the renewal of the certificate upon successful completion of the course.
4. If a teacher, with Board approval, takes a recognized first aid course, the Board shall reimburse the teacher the applicable course fees, upon successful completion of the course.

ARTICLE B.28 MOVING-RELOCATION EXPENSES

1. Teachers required by the Board to transfer, where such transfers necessitate a change of community of residence, shall be reimbursed for reasonable moving expenses.
2. The expenses must be based on at least two quotations from commercial moving companies and have prior approval of the Board.
3. This clause shall also apply when a teacher returns from a leave of absence and is assigned to a school in a different community.
4. If a teacher chooses not to move, a one time per transfer cash allowance of \$1,722.61 will be paid. This amount shall be increased as follows:
 - a. Effective July 1, 2022 \$2,067.88
 - b. Effective July 1, 2023 \$2,207.46
 - c. Effective July 1, 2024 \$2,273.68
5. The transfer or new assignment must be more than fifty (50) kilometers from the teacher's former school and current residence.

ARTICLE B.29 TEACHERAGES

1. Where teacherages are provided for occupancy by teachers, a monthly rent will be charged. The rent will take into account whether the teacherage services a Category 1 or a Category 2 school, and will also reflect the type and size of the teacherage.
2. There will be a Joint Tenancy Agreement Committee with at least three (3) representatives of the Association. This Committee will review all issues regarding teacherages, including rates, upkeep and need. Tenancy agreements, including rental rates will be reviewed annually by the Joint Tenancy Agreement Committee and will be finally determined by the Board no later than April 30 of each year. Any change in rental rates will take effect on the following September 1.
3. For the purpose of this article:
 - a. Category 1 schools are: Naghtaneqed, Tatla Lake, Anahim Lake, Dog Creek.
 - b. Category 2 schools are: Alexis Creek.
4. Teachers remaining at the same school will have access to, and use of, that teacherage during the summer months.
5. Teachers remaining at the same school or moving from one rural school in the District to another rural school within the District, will not be required to pay rental fees for the months of July and August.
6. When a teacherage is not available in the District and is deemed necessary by the Board, other accommodation will be pursued and a subsidy shall be provided by the Board, covering those costs in excess of normal teacherage rent.
7. Should a rural school open or reopen, then the category placements of that school shall be decided by mutual agreement of the two parties.

ARTICLE B.30 TEACHERS' TRAVEL PROVISIONS

1. Teachers in schools identified below, who are appointed for greater than .4, shall be granted a leave of absence with no reduction in pay for two (2) days each school year to travel to the closer of Williams Lake or 100 Mile House; and shall be paid the mileage plus one (1) day's meal allowance and one (1) night's lodging for each trip. A receipt is required for the lodging.
2. Teachers who are appointed for .4 or less or who are appointed for four (4) months or less shall receive one (1) day of leave in each school year with no reduction in pay. Taking leave under this provision will not result in a teacher receiving pay in addition to their regular salary.
3. Teachers who are appointed for .4 or less or who are appointed for four (4) months or less shall receive mileage, meal and lodging, prorated to their FTE appointment.

4. The clause applies to teachers in the following schools:

Alexis Creek, Anahim Lake, Dog Creek, Likely, Naghtaneqed, and Tatla Lake.

ARTICLE B.31 TEACHER IN CHARGE

1. The Principal shall appoint a teacher-in-charge from among those teachers expressing interest in the position. If no teacher expresses an interest the Principal may assign the duties of teacher-in-charge to a teacher.
2. In the event all administrative officers in a school are absent for a full school day the Principal shall appoint a teacher-in-charge.
3. A teacher-in-charge may be requested to assume responsibility for the school when all administrative officers are away from the building. When this occurs the following shall apply:

- a. For each full school day, an allowance will be paid as follows:

Effective July 1, 2022	\$67.23
Effective July 1, 2023	\$71.77
Effective July 1, 2024	\$73.92

The teacher-in-charge shall strive to assure that the safety of students and the security of the school are maintained, and shall deal with such emergent matters as may arise with required assistance from District Staff. Routine attendance recording and information reporting, as required, shall be maintained. However, the teacher-in-charge shall not be responsible for major administrative or managerial duties, and specifically shall not have supervisory responsibilities in relation to other teachers.

- b. For each full school day, a teacher teaching on call (TTOC) shall be hired for the teacher-in-charge in schools where the administrative time is one (1) FTE or greater.
- c. After five consecutive teaching days the allowance in part a) shall be increased as follows, retroactive to the first day. The teacher-in-charge shall assume all administrative responsibilities except for the evaluation of teachers.

Effective July 1, 2022	\$134.45
Effective July 1, 2023	\$143.52
Effective July 1, 2024	\$147.83

- d. The assignment of a teacher-in-charge shall not be considered to be interrupted by:
 - i. a non-instructional day,
 - ii. a public holiday,
 - iii. a school shut-down, including strike or lockout,

- iv. the return to work from illness of the administrative officer for two days or less,
 - v. an illness of the teacher-in-charge of two (2) days or less in duration,
 - vi. a court appearance in accordance with Article G.23 (Court Appearance).
 - vii. For schools where the administrative time is less than one (1) FTE, after five (5) consecutive teaching days, a TTOC shall be hired for the teacher-in-charge for the amount of administration time approved for the school.
4. While acting as Teacher-In-Charge, a teacher will not be required to perform direct noon-hour supervision duties, however that teacher shall be available on-site to provide support for those who are supervising students.

ARTICLE B.32 POSITION OF SPECIAL RESPONSIBILITY

- 1. The position-of-special-responsibility shall apply at secondary schools enrolling grade 12 students except for distance education programs and the GROW centre.
- 2. The Principal shall appoint a teacher to a position-of-special-responsibility from among those teachers expressing interest in the position. If no teacher expresses an interest the Principal may assign the duties of the position-of-special-responsibility to a teacher.
- 3. In the event all administrative officers in the school are absent for a full school day the Principal shall appoint a teacher to the position-of-special-responsibility.
- 4. A teacher may be appointed to the position-of-special-responsibility to assist the Principal/Vice-Principal when an administrative officer is absent for a full school day, but will be appointed to assist the teacher-in-charge. When this occurs the following shall apply:
 - a. For each full school day, an allowance will be paid as follows.

Effective July 1, 2022	\$60.01
Effective July 1, 2023	\$64.06
Effective July 1, 2024	\$65.99

The teacher in the position-of-special-responsibility shall strive to assure that the safety of students and the security of the school are maintained, and shall deal with such emergent matters as may arise with required assistance from the teacher-in-charge and District Staff. Routine attendance recording and information reporting, as required, shall be maintained. However, the teacher in the position-of-special-responsibility shall not be responsible for major administrative or managerial duties, and specifically shall not have supervisory responsibilities in relation to other teachers.

- b. After five consecutive teaching days the allowance in part a) shall be increased as follows, retroactive to the first day.

Effective July 1, 2022	\$120.05
Effective July 1, 2023	\$128.15
Effective July 1, 2024	\$132.00

The teacher in the position-of-special-responsibility shall assume all administrative responsibilities except for the evaluation of teachers.

- c. The assignment of a position-of-special-responsibility shall not be considered to be interrupted by:
 - i. a non-instructional day,
 - ii. a public holiday,
 - iii. a school shut-down, including strike or lockout,
 - iv. the return to work from illness of the administrative officer for two days or less,
 - v. an illness of the teacher in the position-of-special-responsibility after two (2) days or less in duration,
 - vi. a court appearance in accordance with Article G.23 (Court Appearance).

- 5. While acting in a position-of-special-responsibility, a teacher will not be required to perform direct noon-hour supervision duties, however that teacher shall be available on-site to provide support for those who are supervising students.

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.
 - 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:

This Article applies only to employees who hold a continuing contract with the Board.

6. Principle of Security

Increased length of satisfactory service in the employment of the Board entitles employees to increased security of teaching employment.

7. Definition of Security

- a. In this agreement, the term “seniority” applies to an employee on continuing appointment and to their aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching and as an Administrative Officer. Part-time teaching shall be credited for the purposes of seniority as if it were full-time teaching.

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

- i. Teacher-Teaching-on-Call seniority accumulated pursuant to 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.
- b. When the seniority of two or more employees is equal pursuant to Article C.2.7.a above, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- c. When the seniority of two or more employees is equal pursuant to Article C.2.7.b above, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.

- d. When the seniority of two or more employees is equal pursuant to Article C.2.7.c above, the employee who shall be deemed to have the greatest seniority shall be the one with the earliest appointment to the teaching staff of the district, that date to be determined by the date appearing on the letter of appointment.
- e. For the purposes of this clause, leaves of absence in excess of one month shall not count toward aggregate length of service with the Board, except:
 - i. maternity leave
 - ii. parental leave in accordance with G.25.3.b. (Maternity Leave) or G.27 (Parental Leave)
 - iii. educational leave
 - iv. parenthood leave
 - v. leave for duties with the Association, the BCTF or the CTF
 - vi. secondment to the Ministry of Education, a faculty of education or any other professional teacher organization, or pursuant to a recognized teacher exchange program
 - vii. long-term sick leave
 - viii. leave for teaching with the Department of National Defence, CUSO, CIDA and WUSC
 - ix. Article G.2 (Compassionate Care Leave)

8. Seniority Lists

The Board shall, by October 15 of each year, forward to the Association and each worksite a list of all teachers employed by the Board, setting out the length of seniority, in order, as of September 1 of that year in accordance with Article C.2.6 above.

ARTICLE C.3 EVALUATION

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

ARTICLE C.4 TTOC EMPLOYMENT

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

2. Increment Date for Salary Grid Placement

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

ARTICLE C.20 CERTIFICATED TEACHERS TEACHING ON CALL

All certificated Teachers Teaching on Call (TTOCs) hired must be members of the Teacher Regulation Branch, of the Association and of the BCTF and on the Board's list of TTOCs. A teacher shall be deemed to be on the list and a member of the foregoing organizations at the time that they have completed the application and membership sign-up forms and have been approved for inclusion on the list by the Superintendent of Schools.

All TTOCs shall be requested in writing in June to indicate whether they wish to remain on the list of TTOC. Should a TTOC not respond in writing and be unavailable for work for a period of five months, except by reason of being appointed to the staff of the district, the name of that person shall be removed from the list of TTOCs.

The Superintendent of Schools shall not exclude certificated teachers from the list, other than for the reason noted above, except for just and reasonable cause.

1. The Board shall maintain a list of qualified, certificated teachers approved by the Board as TTOCs. A copy of this list shall be sent to the Association in September and in January of each year with updates as they occur. As part of the application process, TTOC candidates will be required to identify specialties, areas of competency, areas in which they are prepared to teach and geographic areas and schools in which they are prepared to work.

The district TTOC list will be maintained on a continuous basis and, once placed on the list, a certificated TTOC will remain on that list subject to the provisions of this agreement.

2. Hiring preference will be given to certificated TTOCs.
3. Where and when a central dispatch system is operative, arrangements with and for TTOCs shall be made, by members of the Association or by administrative officers, through that system.
4. A reasonable attempt shall be made to contact each appropriately qualified and available certificated TTOC before a non-certificated substitute is employed for any absence. Where, in the initial instance, a non-certificated substitute has been employed, a reasonable attempt will be made to employ a certificated TTOC for each subsequent day of the absence.
5. In the event that a teacher is absent due to illness, an approved leave of absence, or a secondary field or athletic trip, a TTOC or, in accordance with Article C.20.4 above, a non-certificated substitute, will be hired on the first and subsequent days of the absence. If the teacher absent holds a position or possesses an assignment in which direct instructional service is not required on a particular morning, afternoon or day, the administrative officer shall determine whether or not a TTOC is to be hired.

6. When a teaching position is temporarily vacant due to a teacher absence of more than twenty (20) continuous teaching days, the vacancy shall be posted and filled by a temporary appointment or when a TTOC completes twenty (20) days of continuous teaching in the same assignment, a temporary appointment shall be granted retroactive to the first day of the assignment. In the latter event and where it is known that the absence is to extend for a period of one (1) month or more in a school year, a vacancy shall be posted and filled by a temporary appointment.

ARTICLE C.21 TEACHING ASSIGNMENTS

1. In timetabling and preparing teacher assignments, a number of factors are to be considered, including:
 - a. the number of course preparations and subject areas involved;
 - b. staff qualifications, training, and experience;
 - c. teacher preference;
 - d. available facilities;
 - e. equitable workload among staff assignments for the year;
 - f. scheduling of full preparation time entitlement.
2. Timetabling and teaching assignments shall not be used for disciplinary reasons.
3. Special consideration will be given to the needs of beginning teachers.
4. A staff meeting shall be held prior to May 31 in each school year for the purpose of discussing the school organization including teaching assignments and preparation time for the next school year.

Should any reorganization of teaching assignments be anticipated, a meeting with all interested teachers shall be held to discuss the reorganization, with written notice given to all teachers at least one working day prior to the meeting.
5. A teacher may appeal any assignment to the Principal. If a concern still exists, the teacher may appeal the assignment to the Superintendent. The Superintendent will respond within five teaching days.

ARTICLE C.22 TEACHER EVALUATION

1. The primary purpose of a summative evaluation is to provide a performance appraisal of the teacher being evaluated.
2. All summative reports on a teacher shall be in writing and prepared independently. No teacher shall be evaluated solely because the teacher has moved to a different school or changed positions.

3. a. A report on the learning situation and general work of a teacher may be written at any time but not less than once every four (4) years. A report may be written upon the request of a teacher and agreed to by the Superintendent. This request must be received in writing before January 31 of the school year.
- b. From the date of ratification of this agreement by both the Association and the Board until May 30, 1994 or another date set by mutual agreement, the requirement for a report to be written upon the learning situation and general work of a teacher at least once every four years shall be suspended and the provisions of the Letter of Understanding which is attached to this agreement shall apply. Reports written during this period shall be restricted to those written at the request of the teacher and those written in the event that a principal or other officer of the Board is concerned that a learning situation may be less than satisfactory.

Should mutual agreement on the letter of understanding referred to in this section not be reached, this section shall be without effect.

Evaluations which have been initiated prior to the date of ratification of this agreement, and for which at least one observation session has been completed by that date, shall be completed.

4. Only those aspects of the learning situation and general work for which the teacher is responsible may be commented on in the report. Reports will note any difference between a teacher's assignment and professional training.
5. Union and/or extra-curricular activities shall not be commented upon unless requested by the teacher.
6. The criteria used in the report will be developed or amended jointly by the Board and the Association and placed in Board Policy. Until such time as these criteria have been developed, current practice in the use of criteria in the evaluation of teachers will apply.
7. If mutually agreed, additional criteria to that in Policy may be used as part of the report.
8. When the evaluation process is undertaken for the purpose of a report on a teacher, the following shall apply:
 - a. The teacher will be given at least thirty (30) days notice, in writing, of the commencement of the process.
 - b. The letter referred to in Article C.22.8.a shall contain a request that the teacher meet with the evaluator prior to the commencement of the process in order to discuss the process and the criteria to be used. The refusal of the teacher to meet with the evaluator shall not delay the commencement of the evaluation process except by mutual agreement.
 - c. The report shall be based on not less than three(3) nor more than eight (8) classroom observations which shall occur in a period of not less than two (2) not more than five (5) months exclusive of the period of notification. If mutually agreed, more observations may be arranged.

- d. The teachers and report writer shall agree on the scheduling of a least two (2) of the observations. In rural situations, one of the observations will be arranged with the teacher in advance.
- e. Following each observation the report writer shall discuss the observations with the teacher and provide a copy of the written notes made during the observation before the next observation. The teacher shall be informed of the right to be accompanied by a representative of the association.
- f. A draft copy of the report prepared by the report writer shall be given to the teacher with the opportunity to discuss it at least forty-eight (48) hours prior to the preparation of the final report. Teachers shall be advised of the right to be accompanied by a representative of the association.
- g. The final report shall be filed in the teacher's file at the School District office. Only three (3) copies of the final draft shall be made:
 - one (1) for the teacher
 - one (1) for the district personnel file
 - one (1) for the school – based file.
- h. A teacher, in receipt of a report, shall have the right to submit a written response which shall be attached to and filed as part of the report.
- i. Any report must be completed in the school year in which it was begun.

ARTICLE C.23 TEACHER TEACHING ON CALL EVALUATION

1. Single Observation Reports

- a. An Administrative Officer or district administrator may elect to complete a Single Observation Report. The evaluator shall inform the Teacher Teaching on Call (TTOC) at least one (1) hour before the commencement of an observation session, but not more than thirty (30) days in advance, that the process is in progress.
- b. Such reports shall include comment with regard to instruction and/or human relationships/student behaviours and will include one of the following statements:

“The learning situation in (TTOC’s name) classroom (or equivalent program descriptor) is, in my opinion, satisfactory. This is in accordance with the district’s policy of using only “satisfactory” or “less than satisfactory” to evaluate the learning situation.”

OR

“The learning situation in (TTOC’s name) classroom (or equivalent program descriptor) is, in my opinion, less than satisfactory. This is in accordance with the district’s policy of using only “satisfactory” or “less than satisfactory” to evaluate the learning situation.”

- c. The criteria upon which comments are based in the report shall be criteria used for reports on teachers generally, for those aspects of the learning situation upon which comment is made.
- d. Following each observation session begun in accordance with Article C.23.1.a above, the report writer shall discuss the observations with the TTOC and provide a copy of the notes made on the observation session. The TTOC shall be informed of the right to be accompanied by a representative of the Association.
- e. A draft copy of the report prepared shall be given to the TTOC with the opportunity to discuss it at least forty-eight (48) hours prior to the preparation of the final report. The TTOC shall be advised of the right to be accompanied by a representative of the Association.
- f. The single observation report shall be filed with the Superintendent.

Only three copies of the final draft shall be made:

- one (1) for the teacher
- one (1) for the district personnel file
- one (1) for the school-based file.

The TTOC shall be advised of the right to file a written commentary which shall be attached to the single observation report when it is received by the Superintendent of Schools.

- g. In the event that a TTOC receives three (3) consecutive “less than satisfactory” single observation reports in one school year, the Superintendent of Schools shall direct that a performance appraisal be completed in accordance with the process delineated in Article C.23.2 below. In the event that two (2) of the “less than satisfactory” single observation reports referred to in this section are completed by the same evaluator, the report completed in accordance with the process in section b) will be by a different evaluator.

The three (3) consecutive less than satisfactory observation reports shall not be written by the same evaluator.

- h. Prior to initiation of the report in accordance with Article C.23.2 below, the TTOC shall be offered a plan of assistance appropriate to the development of an acceptable standard of performance as it pertains to the evaluation criteria. Where a plan of assistance is implemented it shall be completed before a second report is initiated.
- i. Should the result of the performance appraisal completed in accordance with the process delineated in Article C.23.2.a to Article C.23.2.g, below be that, in the opinion of the evaluator, the performance of the TTOC is less than satisfactory, the name of the TTOC may be removed from the district’s list of TTOCs

2. Reports at the Request of a Teacher-Teaching-On-Call

Notwithstanding provisions of Article C.23.1 above, a TTOC may request that the Superintendent (or a designate) complete a performance appraisal provided that the request is filed by January 31 of the school year. Such performance appraisals shall be:

- a. based upon observations made over a period of not fewer than twenty (20) working days.
- b. conducted following written notice to the TTOC that observations will begin on or after the tenth calendar day following the date of the written notice.
- c. subject to criteria generally applicable to teaching personnel. Only those aspects of the learning situation and general work for which the TTOC is responsible may be commented upon in the report. Reports will note any difference between the professional training of the TTOC and the duties assigned.
- d. based on not fewer than three (3) nor more than five (5) classroom observations.
- e. Extra-curricular activities and/or union activities shall be reported upon only at the request of the TTOC.
- f. Following each observation the report writer shall discuss the observations with the TTOC and provide a copy of written notes made during the observation before the next observation. The TTOC shall be informed of the right to be accompanied by a representative of the Association.
- g. A draft copy of the report prepared shall be given to the TTOC with the opportunity to discuss it at least forty-eight (48) hours prior to the preparation of the final report. The TTOC shall be advised of the right to file a written commentary which shall be attached to the report when it is received by the Superintendent of Schools and of the right to be accompanied by a representative of the Association.
- h. the final report shall be filed in the teacher's file at the School District office. Only three (3) copies of the final draft shall be made:
 - one (1) for the teacher
 - one (1) for the district personnel file
 - one (1) for the school-based file.
- i. Where a performance appraisal is completed at the request of a TTOC and the result is that in the opinion of the evaluator the performance of the TTOC is "less than satisfactory", the name of the TTOC shall not be removed from the district's list of TTOCs before a second performance appraisal has been completed by a different evaluator.
- j. Prior to initiation of the second report, the TTOC shall be offered a plan of assistance appropriate to the development of an acceptable standard of performance as it pertains to the evaluation criteria. Where a plan of assistance is implemented it shall be completed before the second report is initiated.

- k. Should the result of the second performance appraisal be that, in the opinion of the evaluator, the performance of the TTOC is "less than satisfactory", the name of the TTOC may be removed from the district's list of TTOCs.
3. The CCTA will be notified of any less than satisfactory reports issued under Article C.23.1 or C.23.2 above.

ARTICLE C.24 DISMISSAL FOR “LESS THAN SATISFACTORY PERFORMANCE”

- 1. The Board shall not dismiss a teacher other than a Teacher Teaching on Call (TTOC) on the basis of “less than satisfactory” performance of teaching duties except where the board has received at least three (3) consecutive reports pursuant to Article C.22 (Teacher Evaluation) of this agreement indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
- 2. The reports shall be prepared in accordance with the following:
 - a. the reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) consecutive months exclusive of any approved leave of absence;
 - b. at least one (1) of the reports shall be a report of a Superintendent, an Assistant Superintendent, or a District Principal;
 - c. the other two (2) reports shall include only reports of:
 - i. a Superintendent or an Assistant Superintendent, or
 - ii. a Director of Instruction, or
 - iii. a District Principal, or
 - iv. the Principal of a school to which the teacher is assigned;
 - d. the reports shall be independently prepared by three (3) different evaluators.
- 3. Subsequent to the teacher receiving one (1) or two (2) “less than satisfactory” reports, the teacher:
 - a. may request a transfer to a mutually agreeable assignment;
 - b. may request a leave of absence for up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation(s) shall be undertaken within the balance of the twenty-four (24) months exclusive of the leave of absence period. Upon return to duty, the next evaluation will commence in not less than three (3) or more than six (6) working months.

- c. shall be requested to participate in a plan of assistance appropriate to the development of an acceptable standard of performance as it pertains to the evaluation criteria. Where a plan of assistance is implemented it shall be completed before another report is initiated.
4. Upon receiving a third “less than satisfactory” report, the teacher will be given fifteen (15) days’ notice of the Board meeting to be held to consider the dismissal of the teacher. The teacher has the right to attend that meeting. If attending, the teacher will be accompanied by a representative of the Association.
5. The Association shall have the option of referring all dismissals resulting from this Article and all applicable documentation to Article A.6.6 or Article A.6.7 – Grievance Procedure.

ARTICLE C.25 DISCIPLINE/DISMISSAL FOR MISCONDUCT

The Board shall not discipline or dismiss any teacher save and except for just and reasonable cause.

1. Where a teacher is under investigation by the Board for any cause, the teacher and the Association shall be advised in writing of that fact and the particulars of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation. In any event, the teacher and the Association shall be notified of those matters at the earliest reasonable time and before any disciplinary action is taken by the Board. The teacher shall be accompanied by a representative of the Association at any meeting in connection with such an investigation.
2. Unless the Association waives the right to such a meeting, the Board shall not suspend (other than a suspension to which Section 15(5) of the School Act reasonably applies) or dismiss a teacher unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present. With respect to this meeting:
 - a. the teacher and the Association shall be given seventy-two (72) hours notice;
 - b. at the time such notice is given, the teacher and the Association shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting;
 - c. the Association, on behalf of the teacher, may file a written reply to the allegations prior to the meeting;
 - d. the teacher shall be accompanied by a representative and/or advocate appointed by the Association 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 teacher and to ask questions of clarification regarding the procedure and information.
 - e. the decision of the Board shall be communicated in writing to the teacher and the Association and shall contain a full and complete statement of the grounds for the decision.

3. Where an employee is suspended under Section 15(5), the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with Article C.25.2 above, unless the right to such a meeting is waived by the Association.
4. The Association shall have the option of referring a grievance regarding a dismissal directly to arbitration provided for in Article A.6 (Grievance Procedure).
5. At an arbitration in respect of the discipline or dismissal of a teacher, no material from the teacher's file may be presented unless the material was brought to the teacher's attention three (3) working days prior to the first arbitration hearing.
6. Where a teacher has been suspended pursuant to section 15(4) of the School Act,, the employee shall be reinstated with full pay providing the teacher is not convicted of the charges and any additional investigation by the Board concludes that, on a balance of probabilities, the teacher has not been guilty of any wrong doing related to the charges.
7. Conduct of a teacher in non-school hours, off school premises, and which is not in connection with the employment duties of the teacher shall not be grounds for any form of discipline, unless in the opinion of the Board such conduct substantially impairs the teacher's ability to perform assigned teacher duties in a satisfactory manner.

ARTICLE C.26 TEMPORARY REDUCTIONS IN APPOINTMENT

1. A teacher with a continuing contract with the District may request, without prejudice to their present appointment, decreases to that appointment for a specified fraction of FTE and period of time. Decreases in teacher appointments are subject to the following:
 - a. that a written request for such a change be made to the Superintendent by March 31st ;
 - b. that suitable positions are available or can be arranged in the district for the FTE fraction and period of time requested;
 - c. that suitable replacement teachers, if required, are available after posting.
2. When such a request is granted, the teacher shall be entitled to return to their previous assignment if available, or a similar assignment, at the end of the specified period for which the part-time assignment was granted. The teacher may return to their previous assignment if available, or similar assignment, at an earlier date or may extend the period of part-time teaching by mutual agreement with the Board.
3. A teacher whose appointment is temporarily reduced shall be considered to be on leave for that portion of the appointment represented by the reduction in order that they may purchase pensionable service to provide for a full year of pension credit.

ARTICLE C.27 JOB SHARING

1. Two teachers, both currently holding continuing appointments to the teaching staff of the district, may jointly request a specified job-sharing assignment in respect of one of their positions so long as neither teacher gains an increase in appointment. Such requests will not be unreasonably denied.
2. Job-sharing arrangements may involve either
 - a. part-time teaching by both teachers, the total appointment not to exceed the percentage appointment of the position being shared, or
 - b. an arrangement, which does not involve part-time teaching, whereby each teacher works for the entire percentage appointment of the job being shared for part of the school year and is on leave-of-absence without pay for the remaining part of the year.
3. Written requests for job-sharing for the following school year must be received by the Superintendent not later than March 31st.

ARTICLE C.28 PART TIME TEACHERS

1. Part-time Teachers are teachers as defined in Definitions.
2. Part-time teachers required, by an administrative officer, to attend a professional development day which falls on a day which is not the teacher's normal work day shall be paid for one day in accordance with Article B.23 (Payment Beyond Regular Work Year).

ARTICLE C.29 TEMPORARY TEACHING APPOINTMENT

1. The Board shall appoint teachers on temporary contracts only for temporary vacancies lasting for a specific period of time of more than twenty (20) days, and lasting no longer than the end of the current school year. However, if the temporary vacancy being posted extends into the following school year, it may not necessarily be posted again.
2. A teacher shall be placed on a continuing contract after eight (8) consecutive months on a temporary appointment within a school year where they are rehired by the Board in the subsequent school year or where the teacher has accumulated fifteen (15) months under temporary contracts.
3. Notwithstanding b) above, if a teacher's original temporary appointment is for a period of time exceeding ten (10) months, that teacher will remain on a temporary contract. If the teacher is rehired at the end of that appointment, then the teacher shall be rehired on a continuing contract.
4. The Board agrees to provide the Association, by October 15th in each school year, a list of teachers hired on temporary appointments for the school year. The list shall include the total FTE consecutive months on temporary appointment in the service of the Board up to September 1 of that year.

ARTICLE C.30 LAYOFF, RECALL AND SEVERANCE

This article applies only to teachers who hold a continuing contract with the Board.

1. Definition of Qualifications

For the purposes of this article, “necessary qualifications” are defined as the academic training, experience and special skills and abilities requisite to the duties and responsibilities of the available position. Determination of qualifications may include examination of written reports and references.

2. Security of Employment Based on Seniority and Qualifications

- a. When, for bona fide educational or budgetary reasons beyond its control, the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained shall be those who have the greatest seniority, provided they possess the necessary qualifications as defined in Article C.30.1 above for the positions available.

3. Surplus Teachers/Layoffs

- a. If, in the process of effecting a reduction in the total number of teachers employed by the Board or in the process of reducing the number of teachers in a school, district department or district program, the Board must reassign teachers, the Board shall reassign those teachers declared to be surplus to the requirements of schools, district departments, or district programs.
- b. For the purpose of this article, the surplus teacher(s) shall be those who:
 - i. in the opinion of the Superintendent are not qualified to fill any of the remaining positions; or
 - ii. in the event the Superintendent is unable to determine on the basis of qualifications alone which teachers are surplus, possess the least district-wide seniority.
- c. Each teacher declared surplus shall receive written notice of that declaration and that shall constitute a thirty (30) calendar day notice of layoff in the event that the reassignment process described in this specific article does not result in that teacher being placed in another position in the district. A copy of the notice is to be forwarded to the Association.
- d. The notice shall include reasons for the surplus declaration, a list of all vacant positions available at the time of the declaration and a list of those positions in respect of which the Board proposes to retain a teacher with less seniority.
- e. Reassignment shall be offered to surplus teachers on order of their seniority and in accordance with the following process:
 - i. Each surplus teacher shall, within five (5) days of receipt of the list referred to in Article C.30.3.d forward to the Superintendent a list in which the teacher states in priority order all of the positions included in the list

referred to in Article C.30.3.d to which they are willing to be assigned. The teacher shall include a statement of their “necessary qualifications” in accordance with the definition in Article C.30.1 above and may include any documentation which the teacher believes to be relevant.

- ii. The Superintendent shall respond within seven (7) days and the teacher shall be assigned to the position of their highest priority and for which the teacher has the necessary qualifications and seniority.
- iii. Should the teacher, in the opinion of the Superintendent, not possess the necessary qualifications and seniority for any of the positions to which the teacher is willing to be reassigned, that teacher shall elect either placement on the recall list or severance.
- iv. If the reassignment of a surplus teacher results in the displacement of another teacher, that teacher and the Association shall receive the notice as per Article C.30.3.c above and the teacher shall have the same rights of reassignment.

4. Teachers’ Right of Recall

- a. Teachers declared surplus or laid off pursuant to Article C.30.3 above and who are not subsequently reassigned shall be eligible for placement on the recall list. It is the responsibility of a teacher on recall to apply for vacancies pursuant to Article E.25 (Posting and Filling of Vacant Positions).
- b. A list of teachers eligible for recall shall be submitted to the Association.
- c. The Board shall allow thirty (30) days from acceptance of an offer of employment made to a teacher on the recall list for the teacher to commence teaching duties. The Board and the teacher may mutually agree to extend this time limit.
- d. A teacher’s right of recall under this article is lost if:
 - i. the teacher elects to receive severance pay under Article C.30.9 of this article; or
 - ii. the teacher has not been re-engaged by the October 31 following the lapse of two years after termination.
- e. A teacher’s right of recall will not be lost with an appointment to a temporary vacancy or to a position which is less than the FTE appointment held prior to layoff.
- f. It is the responsibility of the teacher seeking re-engagement to inform the office of the Superintendent of any change of name, address or telephone number.

5. Retraining

A teacher given notice as per Article C.30.3 shall be granted, upon application, a leave of absence for one (1) year for retraining, after which re-engagement rights as per Article C.30.4 will be extended, subject to the following:

The teacher shall request the retraining leave in writing to the Superintendent, stating the type of retraining planned which is acceptable to the Superintendent. Proof of successful completion of the retraining courses must be provided before re-engagement rights are extended.

A teacher who retains rights of re-engagement shall be entitled to make application for grants from the Board, for the purpose of retraining for available positions.

6. Recall List

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

7. Sick Leave

A teacher recalled pursuant to this agreement shall be entitled to all sick leave credit accumulated at the date of lay off.

8. Benefits

A teacher who retains rights of re-engagement pursuant to Article C.30.5 above shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the regular salary agreements, subject to the approval of the insurance carrier and provided the teacher is not otherwise employed and eligible for equivalent benefits.

The Board shall continue to pay its share of benefit premium costs for the first three (3) months. Thereafter, the teacher shall pay all costs.

9. Severance Pay

- a. Severance shall be calculated at the rate of 5% of one (1) year's salary for each year of service to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.
- b. A teacher on the recall list may choose to receive severance pay:
 - i. in a lump sum
 - ii. in monthly installments to a maximum often (10) regular teacher pay periods
 - iii. by direct payment to an RRSP as approved by Revenue Canada and as selected by the teacher.

The teacher will elect to take severance pay within six (6) months to the effective date of layoff provided that the six (6) month interval includes the months of September and October.

- c. A teacher who receives severance pay pursuant to this article and who is subsequently rehired by the board, shall be entitled to retain all, or any portion of the severance pay; however, those years of service used to generate the severance pay that are retained by the teacher may not be used for determining severance pay at the time of any subsequent termination of employment.

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 Board and the Association recognize that striving for lower class sizes is an educational priority and, further, recognize that class size is affected by various factors including, but not limited to, the following:
 - a. variations in the size of school populations;
 - b. the range of student needs and abilities;
 - c. the nature of curriculum being presented to students;
 - d. the need for, and availability of, resources for district support; coordination and administrative services;
 - e. physical restrictions in terms of facilities and equipment; and;
 - f. secondary school programming and graduation requirements.

2. The Board agrees to provide sufficient teachers to achieve, at the school level, average class sizes as follows:

Grade 4-7	26 students
Grade 8-10	28 students
Grade 11-12	28 students

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

3. The above notwithstanding, the following class size maximums shall apply to the following specific types of classes:

Special Education (Low Incidence-High Cost)	12 students
Rehabilitation Classes	15 students
Special Education (High Incidence-Low Cost)	12 students

4. No Grade 4-12 class in the district shall exceed thirty (30) students
5. The number of students in a laboratory, shop or other specialized program shall not exceed the number which can be safely accommodated.
6. Every reasonable attempt shall be made to recognize the impact upon the classroom setting of those students identified on Ministry Form 1513 as ``Low Incidence –High Cost`` (L1/HC) and to provide class sizes lower than the maxima specified in classes where such students are enrolled. The size of such a class shall be determined through consultation with the teacher, the principal and district staff and, further, shall reflect the nature and extent of additional support services being provided. No such class shall have more than two (2) LIIHC special needs students enrolled on a regular full-time basis.

In the case of junior or senior secondary classes where more than 2 LI/HC students must be enrolled due to timetabling limitations, these class size maximums shall be derived by subtracting the number of LIIHC students from the contractual class size maximum of 30

In emergency situations, a Principal may assign a student to a classroom on an interim basis for a maximum of two (2) weeks where, in the opinion of the Principal, no other immediate, practical alternative exists. Wherever possible, teachers shall be given at least one (1) day notice of such an emergency placement.

For the purposes of this article only, class sizes shall be established for elementary and secondary schools by October 1.

7. In the event that a Home Education student is placed in a class or classroom, that student shall be included for the purpose of determining class size under the provisions of Article D.1 (Class Size and Teacher Workload).

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local Language:

In accordance with Minister's Order 150/89, unless the educational needs of a student referred to in that Order indicate that the student's educational program should be provided otherwise, the Board shall provide that student with an educational program in classrooms where that student is integrated with other students.

1. For the purpose of this Collective Agreement, a student with special needs shall be any student who has been identified formally as "Dependent Handicapped" or as "Low Incidence/High Cost" and meets the criteria for funding by the Ministry of Education. A student whose disadvantage has been corrected by technical or other means shall not be considered a student with special needs for the purposes of this clause.

If for part or all of his or her educational program, a student with special needs is not to be integrated in accordance with Minister's Order 150/89, any educational placement shall be made on the basis of a specific recommendation for placement by the Director of Instruction – Special Education after consultation with affected teaching staff.
2. For the purpose of facilitating integration/mainstreaming of students with special needs into regular classroom programs, each school into which such students are to be placed shall establish a school-based team composed of the following:
 - a. the receiving teacher(s);
 - b. school-based Learning Assistance and Special Education Resource teacher(s);
 - c. an Administrative Officer;
 - d. the Chair of the team who shall be selected from among the professional teaching and administrative school-based staff.
3. The placement of a student with special needs shall be determined by the student's intellectual, social, emotional, and physical needs. In accordance with the School Act, the school principal has the authority to make such placements within the provisions of the Act and the Collective Agreement.
4. The Board, in consultation with the staff and administration of the school, shall determine the nature and extent of human, material and financial resources required and shall endeavor to ensure that the resources and facilities necessary to integrate a student with special needs are, wherever possible, in place prior to the integration of the student.

5. Professional development/re-training approved by the Board to assist a teacher to integrate a child shall be funded by the Board, and, wherever possible, such training shall be afforded prior to the integration of a student with special needs.
6. A principal may make an emergency placement of a student with special needs for a maximum period of one (1) month and at that time, a permanent placement of the student must be made.
7. The introduction to a school of a class of students with special needs shall occur only after consultation between district staff, the school based administrative officers and the school based teachers. Such consultation is to occur as early in the decision making process as possible.
8. Teacher(s), integrating students with special needs, who are requested by the Board to attend in-service, consultative meetings, or training for days beyond the regular work year shall be compensated in accordance with Article B.23 (Payment Beyond the Regular Work Year) of the Collective Agreement.
9. The receiving teacher shall have the right to be involved in the development of those Individual Educational Programs required for students with special needs and the Principal shall ensure that such IEPs are prepared where they are required. There shall be no requirement that a teacher be solely responsible for the development of an Individual Educational Program.
10. Where specialized training is required for teacher assistants, the Board shall ensure that such training has been undertaken or is acquired. When possible or essential for the welfare of the student, such training will be provided in advance of the placement of the student. Teacher assistants will be provided for students with special needs where those needs include such things a catheterization, and assisting the student to participate in instructional programs.
11. At the request of the receiving teacher, a school-based team shall review the placement of a student with special needs who has been identified in accordance with part a) of this clause. The Chairperson shall inform the teacher and, where the Principal is not a member of the school-based Team; the Principal, of the results of the review within ten (10) teaching of the teacher's request for a review. If a school based team fails to act on the request of a teacher for such a review, the teacher may request that the Principal undertake a review and the Principal shall report to the teacher, the results of the review within ten teaching days of the request.

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	1:552.2 students	Agreement in Committee (1998)
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:432 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:269 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:59.5 ESL/ELL students	Former LOU No. 5 (2000)

ARTICLE D.4 PREPARATION TIME

[PCA Article D.4.1 through D.4.3 is not applicable in SD 27 (Cariboo-Chilcotin).]

Local Provisions:

4. In each five (5) day week full time elementary teachers shall be entitled to a minimum of ninety (90) minutes (effective June 30, 2019 one hundred and ten (110) and effective July 1, 2023 one hundred and twenty (120) minutes) of instructional time for preparation purposes free from instructional and supervisory duties.
5. Full time secondary teachers shall be entitled to 12.5% of instructional time for preparation purposes free from instructional and supervisory duties.
6. All part time teachers will be entitled to preparation time pro-rata to their FTE assignment.
7. Preparation time shall be scheduled in periods of not less than thirty (30) minutes.
8. In schools with four (4) or less FTE elementary teachers, the preparation time may accumulate to one hundred twenty (120) minutes before being utilized.
9. In the scheduling of preparation time, consideration will be given to the impact of holidays and non-instructional days (i.e. Mondays and Fridays) and the subsequent loss of preparation time. However, in the event that preparation time is lost for these reasons schools will not be rescheduled nor will other compensation be made.

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 REGULAR WORK YEAR

The parties agree that the school year shall be set in accordance with the School Act, and Regulations, the School Calendar Regulations, and with Ministerial Order 122/93 or subsequent order, if applicable.

ARTICLE D.21 ASSIGNED HOURS OF INSTRUCTION

It is understood that teachers, as professionals, carry out other duties essential to the process of instruction outside of the assigned hours of instruction.

1. An elementary teacher shall not be required to offer instruction for more than five (5) hours per day, or twenty-five (25) hours per five (5) day week, including a fifteen (15) minute recess and contractual preparation time.
2. A secondary teacher shall not be required to offer instruction for more than 5.5 hours per day, or 27.5 hours per five (5) day week, including class changes and contractual preparation time.
3. These assigned hours of instruction shall occur within a six and one-half (6.5) hour time period each day in elementary schools and within a seven (7) hour time period each day in secondary schools. This time period shall include a one (1) hour lunch break. Any reduction in a scheduled lunch break shall result in a commensurate reduction of the time period.
4. The hours of instruction for a part time teacher shall be pro rated to the hours of instruction offered for a full time equivalent appointment.

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ARTICLE D.26 EXTRA-CURRICULAR ACTIVITIES

1. Extra-curricular activities and programs are defined as being those aspects of pupils' school life which are beyond the provincially prescribed and locally developed curricula and which are beyond the regularly prescribed hours of instruction.

2. Extra-curricular activities and supervision at them are assumed by teachers on a voluntary basis.

A teacher volunteering for these activities also volunteers supervision of their participating students.
3. Hours of instruction or supervision shall not be increased to provide for extracurricular activities. Teachers shall not be provided a reduction in their instructional or supervision time as compensation for supervising or sponsoring extra-curricular activities.
4. Extra-curricular activities shall not form any part of a job description, posting nor, in the event that the candidate is a member of the CCTA, an interview.
5. For the purposes of liability of the Board and coverage by the Board's insurers, teachers shall be considered to be acting in the employ of the Board while voluntarily involved in extra-curricular activities.

ARTICLE D.27 SUPERVISION DUTIES

1. A teacher shall not be required to perform school supervision duties during the school's regularly scheduled noon intermission.
2. A teacher shall not be required to perform more than sixty (60) minutes of regularly scheduled supervision per week.
3. A school teaching staff shall not have its total amount of weekly assigned supervision time increased as a result of implementing this clause.

ARTICLE D.28 STAFF MEETINGS

The Staff Meeting is a meeting involving the CCTA members at a work site, the Administrative Officers at the work site and, at times deemed appropriate, non-teaching employees and others. The attendance of those who are not CCTA members shall be at the discretion of the Principal in consultation with the Staff Representative and, wherever reasonably possible, shall be determined prior to notification of the meeting.

1. At least seven (7) days notice of regular staff meetings shall be given by the principal, with the exception of the first week of school in September. A written proposed agenda will be included with each notice. Emergency staff meetings may occur without said notice but the emergent matter shall be the only item on the agenda, unless mutually agreed.
2. All CCTA members assigned to a work site shall have the right to place items on the agendas of staff meetings for that work site.
3. Written minutes of staff meetings shall be kept and circulated to all CCTA members assigned to the work site.

4. CCTA members shall not be required to attend staff meetings:
 - a. prior to one (1) hour before classes begin or later than one and one-half (1 1/2) hours after dismissal of pupil;
 - b. during recess or during the noon intermission (except in emergency circumstances);
 - c. on weekends, holidays or other days when school is not in session.
5. In scheduling regular staff meetings principals and teachers will consider the teaching schedules and wishes of part-time teachers. Part-time teachers will be consulted prior to the establishment of schedules of regular staff meetings.

Part time teachers shall be required to attend only those staff meetings contiguous to their teaching assignment for that day.
6. Upon request to the Principal, the teachers shall have access to relevant and readily accessible school-based information including school level budget information. Such requests shall not unreasonably be denied.
7. If requested by a majority of the teachers, the Principal shall call a staff meeting within ten (10) teaching days and explain the rationale for decisions which are contrary to the recommendations of the teachers. The rationale shall be recorded in the minutes of that meeting.
8. If the Principal fails to address a recommendation of the teachers, the teachers may, by majority vote, forward a copy of the recommendation to the Superintendent. The Superintendent will advise the teachers of the final action in writing.
9. The Principal, in consultation with the teachers, shall develop and at least annually review procedures for conducting staff meetings and the processes used for decision making. Should a majority of the staff determine that they so wish, these procedures and processes shall be written and distributed each September.

ARTICLE D.29 STUDENT MEDICATION AND MEDICAL PROCEDURES

1. Teachers shall not be required to administer medication nor administer other medical procedures.
2. The Board shall ensure that schools establish systems for administering medication and other medical procedures after consultation with parents, family physicians, the public health nurse and the medical health officer.
3. If exceptional circumstances prevent the foregoing from being applicable and teachers are requested to administer medication or other medical procedures, the following conditions constitute prerequisites:
 - a. Teachers volunteer to provide the service;
 - b. Teachers receive training appropriate to the required duties.

ARTICLE D.30 HEALTH AND SAFETY

1. Classes shall be conducted in facilities where cleanliness, temperature, lighting, humidity, sound level and other physical conditions comply with appropriate regulations.
 - a. Correcting the specific deficiencies in worksites which do not comply with the appropriate regulations shall be the highest priority of the Board in terms of maintenance assignments.
 - b. A teacher who brings a complaint about unsafe conditions to the school's Administrative Officer has the right to forward the complaint to the Superintendent if appropriate action is not taken.
 - c. The Board shall ensure that each work site has a copy of the Industrial Health and Safety regulations of the Workers Compensation Act and a copy of the Occupational Environment regulations of the Work Place Act.
2. The Board shall maintain a Health and Safety Committee consistent with WCB regulations.
3. The Board shall provide and maintain an adequate, accessible supply of disposable gloves and disinfectant at each worksite.
4. The Board shall provide and maintain a first aid kit as required by the Workers Compensation Board.
5.
 - a. The District Health and Safety Committee, comprised by the Employer, CCTA, and IUOE Local 959 representatives, shall be established by the employer.
 - b. The Committee shall be composed of members chosen by and representing the CCTA, IUOE, and the Board to a maximum of four (4) members. In no case shall the employer's representatives outnumber those of the employee groups.
 - c. The Committee shall hold a minimum of three (3) meetings during the regular work year (Article D.18) with one per term. Additional meetings of the Committee may be held through mutual agreement.
 - d. The Committee will develop a Terms of Reference.
 - e. The District Health and Safety Committee shall be maintained by the employer as required by the Workers Compensation Act.

ARTICLE D.31 TECHNOLOGICAL CHANGE

1. The provisions and procedures on technological changes as set out in Section 74-77 of the Labour Relations Code (1992) shall satisfy the requirements for final and conclusive settlement of all disputes relating to adjustment to technological change.
2. The Board shall have a District Technology Committee, including Association representatives, to review and make recommendations regarding planning, budget, and purchasing needs with respect to technology for the District.

3. When the Board determines that the use of technological devices shall become a requirement of the teacher's work assignment, the Board, prior to implementation, shall provide necessary and sufficient equipment and training.

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 PERSONNEL FILES

1. The personnel file of a teacher shall be the only file relied upon by the Board. The board agrees that only material verified by due process, including formal evaluation reports, and relevant to the employment of a teacher shall be maintained in the district file. The file shall not be accessible to anyone other than appropriate administrative staff of the school district for district use. A complete record of name and date will be kept of all staff viewing the file, except for district office staff.
2. There shall be access to an individual's personnel file at a time mutually agreed upon, on that teacher's request. The teacher shall be accompanied by the Superintendent or designate, when accessing their file.
3. Teacher(s) shall be notified in writing when material critical of the teacher or in the nature of a reprimand is placed in their file(s). A copy of the material shall be attached to the notification. Any teacher rebuttal shall be attached to any material in the file(s). Routine administrative documentation such as Leave of Absence applications or approvals and verification documents required of and provided by the teacher do not require such notification.
4. Where material critical of the teacher or in the nature of a reprimand, including "less than satisfactory" reports and non-disciplinary letters, is placed in the file, the teacher may request to the Superintendent of Schools to have the material removed three years after the filing, provided that no further material of that nature has been subsequently filed. Such requests will not be unreasonably denied. Teachers shall be apprised in writing of the reason(s) for the denial of the request. At the conclusion of an investigation that failed to find wrong doing, all documentation pertaining to the investigation will be removed from their personnel file immediately.
5. Any information pertaining to a teacher kept at the school shall, on the teacher's departure from that school, be destroyed.

ARTICLE E.21 NO DISCRIMINATION

The Board agrees that, in exercising its personnel management responsibilities, there shall be no discrimination exercised or practiced with respect to any teacher in the matter of hiring, wages, benefits, training, upgrading, promotion, assignment, 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, marital or parental status, family relationship, place of residence, handicap, nor by reason of their membership or activity in the union.

This clause does not preclude affirmative action programs initiated by the Board to redress inequities.

ARTICLE E.22 COMPLAINTS PROCEDURE

Where the Board or an officer of the Board receives a complaint, other than a complaint of child abuse, about a teacher or teachers, the Board or that officer shall:

1. Advise the complainant of the provisions of Board Policy 1312 (Complaints [other than child abuse] Against Staff or Volunteers), or of the provisions of other clauses of this Collective Agreement as may be appropriate to the situation;
2. In extraordinary circumstances accept a complaint from a complainant who has refused to address the complaint to the teacher(s) involved;
3. Inform the teacher(s) within five (5) teaching days of receiving the complaint and advise the teacher(s) of the nature and disposition of the complaint prior to any further action being taken. In the event any action is to be taken with respect to the complaint, the teacher(s) and the Association shall be notified and the provisions of Article A.26 (Right to Representation) and Article C.25 (Discipline/Dismissal for Misconduct) shall apply.

ARTICLE E.23 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising duties as an employee of the Board, and if
 - a. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities, and no criminal charges are laid, or
 - b. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities; and should criminal charges result, the teacher is not convicted of criminal charges in relation to the accusation, or
 - c. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, and no criminal charges are laid, or
 - d. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false; and, should criminal charges result, the teacher is not convicted of criminal charges in relation to the accusation, thenthe teacher shall be entitled to assistance in addition to that provided through any Employee Assistance Program agreed to by the Board and the Association. The teacher, together with the Superintendent of Schools and the President of the CCTA shall jointly establish a plan of assistance to facilitate the teacher's successful return to teaching duties.
2. Such assistance, pursuant to a) above, may include special counselling for the teacher and family members; short-term paid leave of absence for the teacher; position transfer; and, upon request by the teacher, provision of factual information to parents and students.

ARTICLE E.24 SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and Board Policy 1150 (Appeals) of a decision of an employee covered by this Agreement, or in connection with or affecting such an employee
 - a. the employee and the Association 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 Association; and
 - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
 - d. The Board will normally refuse to hear an appeal under this section of the Act unless the appellant discusses the decision under appeal with the teacher who made the decision.

Except in extraordinary circumstances, the Board will not resolve an appeal under this section of the Act unless the appellant discusses the decision under appeal with the teacher who made the decision.

When, in the opinion of the Board, circumstances are extraordinary, the teacher shall be so informed, in writing, and the teacher shall have the right to meet with the Board. If the teacher meets with the Board, the meeting shall occur at the Board's regularly scheduled meeting which immediately follows the date of the teacher being informed that extraordinary circumstances exist, or at another time mutually agreed upon, but not within less than 48 hours.

If the teacher chooses to meet with the Board, the Board shall not resolve the appeal before the meeting has been held.

Should a teacher meet with the Board in accordance with this clause, the teacher shall have the right to be accompanied by a representative of the Association.

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

ARTICLE E.25 POSTING AND FILLING VACANT POSITIONS

1. In this Agreement:

“Vacancy” means a new created position or an existing position vacated by a teacher and from which no teacher is on a leave of absence.

“Temporary Vacancy” means a position vacated by an incumbent staff member for a period of more than twenty days and:

- a. in which event the incumbent staff member is on a leave from position; or
 - b. a position available for a specified period of time only.
2. a. All vacancies shall be posted for a minimum forty-eight (48) hours, excluding weekends. An email notification will be sent to the CCTA and all teachers that there are new internal postings. External positions will be posted to Make a Future.
- i. Additional staffing provided to a school after September 1 that is less than 0.2 FTE may be assigned to existing positions, with agreement of the CCTA without the requirement of posting.
- b. Every posting shall contain the following information:
- i. School name and/or worksite identification.
 - ii. Percentage FTE appointment.
 - iii. Specific period of time available if not a continuing position.
 - iv. A description of the teaching assignment including grade level(s) and subjects to be taught.
 - v. Special qualifications which are required.
3. In planning intra-school organizations, teaching assignments shall be based upon a consideration of qualifications and any reorganization of any of those assignments will occur prior to any vacancy being determined and subsequently posted.
4. Subject to Article E.25.6 (Posting and Filling Vacant Positions), in filling vacant positions, the Board shall proceed as follows:
- a. placement of any teacher transferred at the Board’s request.
 - b. placement of all existing staff, including teachers on the recall list, surplus teachers, administrative officers joining the bargaining unit, and teachers returning from leaves of absence which are not leaves from position.
 - c. placement of other teachers.
5. The teacher appointed to a position shall be the teacher who, in the opinion of the Superintendent of Schools, has the necessary qualifications for that position. For the purposes of this clause, “necessary qualifications” are defined as the academic training, experience and special skills and abilities requisite to the duties and responsibilities of the available position. Determination of qualifications may include examination of written reports and references.

In the event that two or more candidates are deemed to have equal necessary qualifications, preference will be given to the candidate with the greatest seniority.

In the event that the successful candidate is not the most senior applicant, the Board shall notify the Association of this fact by letter at the Board's first opportunity. The notice shall be in the form specified in Appendix C of this agreement.

6.
 - a. Positions which become vacant after the school year has commenced will be posted as temporary vacancies and will normally be filled by appointment to a temporary contract. Surplus employees holding contracts with the district who remain underemployed as of August 31st are eligible to post into positions of greater FTE which become available until September 21st. Employees holding contracts of less than .4 FTE cumulatively are eligible to post into postings of greater FTE within the same geographical location, which become available until September 15th, provided that suitable replacement teachers are available.
 - b. Positions that require an in-demand specialty skill, as determined through mutual agreement of the Consultative Liaison Committee, may be posted as continuing during the school year. If the successful candidate is currently holding an assignment with the district, they shall be granted the continuing position effective September 1st of the following year. A temporary position for the remainder of the year shall be posted.
 - c. Continuing or Temporary Contract Teachers-Teaching-On-Call positions may, through mutual agreement of the Consultative Liaison Committee, be offered to external new teachers without the requirement to post the position(s) internally. If a further need for Continuing Contract Teachers-Teaching-On-Call positions is identified, they will be posted internally through the regular post and fill process. A new teacher is defined as a person with 0-5 years of experience.
7. Except as provided in Article E.25.9 and E.25.10 below, a teaching assignment or position filled by a teacher on temporary appointment shall become a vacancy upon expiration of the temporary appointment unless that position is guaranteed to a teacher on a continuing appointment who is:
 - a. returning from a leave of absence or a temporary reduction in appointment to that position, or
 - b. returning, from assignment to a position of a temporary nature, to their original position.
8.
 - a. For as long as a temporary reduction in appointment is in effect the assignment of a teacher to the position created by the temporary reduction in appointment shall remain in effect without reposting within the current school year.
 - b. Should a leave of absence be extended within the school year, the assignment of a teacher to the position created by the leave of absence may remain in effect without reposting.
 - c. Any position posted as a temporary vacancy shall be reposted if it is to be a vacancy or is to be extended as a temporary vacancy in the following year.

9. A teacher holding a continuing appointment to the staff of the district may be assigned to a position which is temporarily available for a fixed period of time and, without the requirement for reposting, for any extensions of that fixed period of time within that school year. Upon the expiration of the temporary assignment, this teacher shall have the right to return to their original continuing position, with the following exception: Teachers holding continuing positions at the rural schools as defined in Article B.21.4.d may only return to the position if it is available.

Alexis Creek	Anahim Lake
Likely	Naghtaneqed
Tatla Lake	Dog Creek

ARTICLE E.26 BOARD INITIATED TRANSFERS

1. Transfers shall not be initiated by the Board for arbitrary or capricious reasons. Except for extraordinary circumstances, transfers shall only be initiated for the reasons jointly agreed to by the Board and the CCTA.
2. Where the board intends to transfer a teacher, the Superintendent or designate will meet with the teacher to explain the nature of the proposed transfer and the reasons for it. The teacher shall be accompanied by a member of the Association. The teacher shall have at least five (5) working days to consider the matter and reply before the transfer is effected.
3. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area only if there remain no suitable vacancies in the teacher's existing grade level or subject area. The Board agrees to provide suitable funding for any professional retraining required by the Board and commensurate with the degree of change.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.1 PROFESSIONAL DEVELOPMENT FUNDING

Article F.1.1 and F.1.2 does not apply in School District No. 27 (Cariboo-Chilcotin).

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 AUTONOMY

1. Teachers shall have individual professional autonomy in determining the methods of instruction, and the planning, presentation and selection of course materials in their general work assignment, as long as such materials are not in conflict with the course of studies or its equivalent as developed by the Ministry of Education or in the case of locally developed curricula and/or programs, the District.
2. Notwithstanding the provisions of this clause, the Board retains the right to assess the learning situation, and evaluate teachers, subject to the provisions of this agreement.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT FUND

The primary objective of the Professional Development Fund is to allow opportunities for the professional growth of teachers.

1. On July 1, of each school year, or within 30 days of receipt of the funds from the Ministry should they be received after July 1, the Board shall provide a fund of 1.5 x PA MAX for professional development
2. Disbursements from the fund and the determination of eligibility for funding, shall be under the direct administration of the Association.
3. Following final disbursement of funds, the Association shall report areas of expenditure, in writing, to the Board.
4. The Board shall cover the cost of a maximum of one hundred sixty (160) TTOC days in a school year for professional development leave. The Board shall give reports to the Association on the number of days used as they are generated for use by the Board's staff. The target for frequency of these reports will be monthly.

ARTICLE F.22 NON-INSTRUCTIONAL DAYS

1. Non-instructional days shall be counted as days of work for salary purposes.

2. Professional Development
 - a. There shall be five (5) non-instructional days for teacher professional development during each school year.
 - b. The Professional Development Committee can recommend to the Board the dates of professional development non-instructional days.
 - c. On non-instructional days, teachers normally scheduled to work on those days shall participate in professional development activities of their choice as sanctioned by a school or district Professional Development Committee.
 - d. Professional development days are not to be used for curriculum implementation purposes unless agreed to by the teachers involved.
3. The Board and the CCTA recognize the importance of including part-time teachers in non-instructional days. The parties agree that part-time teachers will be entitled to non-instructional days on a pro rata basis and further, the parties agree to work together to ensure that every reasonable effort will be made to accommodate part-time teachers to enable them to participate equitably in non-instructional days.

ARTICLE F.23 CURRICULUM IMPLEMENTATION

1. A Joint Implementation Committee shall be established. This committee may make recommendations to the Board on curriculum and/or program change.
2. At least 50% of the committee shall be Association members.
3. The committee shall meet at the request of either party at a time mutually agreed upon, to discuss implementation of new curricula and/or program.
4. Recommendations may be made by the committee with regard to any relevant issues identified by the committee as they affect curriculum and/or program implementation.
5. Unless a program specific committee is established, implementation of new programs and curriculum in the school district shall be reviewed by the Joint Implementation Committee prior to system/district wide implementation. The criteria for measuring the success of the implementation shall be subject to review by the Joint Implementation Committee.

ARTICLE F.24 STUDENT RECORDS

Teachers shall not be required to perform routine or on-going office clerical tasks such as filing copies of report cards in Cumulative Record files.

Teachers shall be required to record and submit daily attendance data. They shall not be required to complete monthly attendance summaries, to manage school level attendance record keeping procedures or to maintain school level attendance data.

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.)

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

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC *Employment Standards Act* for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
 3. Compassionate care leave supplemental employment insurance benefits:

When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:
 - a. one hundred percent (100%) of the employee's current salary for the first week of the leave, 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.)

ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES

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

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

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

ARTICLE G.4 BEREAVEMENT LEAVE

[This Article contains various paid and unpaid leave provisions. Please read the article in its entirety to understand the full leave entitlements provided herein.]

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

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

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), 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.

[See also Article G.4.6.]

- 4. Any and all superior provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.

Local Provisions:

- 5. Where leave has been granted under Article G.4.1, and where the physical arrangements for the funeral cannot be accomplished in this period, the Board shall grant up to three additional days with cost of TTOC deducted. Additional time may be granted without pay.
- 6. In the event of the death of any relative not mentioned Article G.4.1 or a friend of the teacher, the teacher shall be entitled to leave for one day with cost of TTOC deducted. In addition, the Board may grant up to two additional days with cost of TTOC deducted. See also Article G.4.3 for additional 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.b applies for the purposes of Article A.10 only. Article G.6.1.a and G.6.2 through G.6.8 do not apply in School District No. 27 (Cariboo-Chilcotin).]

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.

Elected union officer release

9. Such leaves will be granted upon request.
10. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
11. The Board will continue to pay the President's salary and to provide benefits as specified in the agreement. The Board will provide a monthly statement of the salary and benefit costs and deduct them from the Board's remittance of fees, dues, and levies to the Association.
12. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Board.
13. The president shall be invited to attend staff meetings in accordance with Article G.34 (Leave From Position).
14. In the event the President is unable to fulfill the presidential duties or complete the term of office for whatever reason, other than sick leave, the Board will grant another Association member, designated by the Association, a leave in accordance with Article G.6.9 to fulfill the duties of the president. The provisions of Article G.6.11, G.6.12, and G.6.13 shall also apply.
15. In the event the President is absent due to illness, the Board will grant an Association member, designated by the Association, a leave in accordance with Article G.6.9 to fulfill the duties of the president. The Association will reimburse the Board the salary and benefit costs of the TTOC for this member, including accumulated sick leave costs or the replacement teacher's salary and benefit costs, including accumulated sick leave costs, whichever is less.

The Association will continue to pay the President's salary until such time that the sick leave accumulated during the term as President is used.

The Board would then assume the full cost of the sick leave of the President, provided that accumulated sick leave is available.

16. A teacher who is not eligible for leave under Article G.6.9 shall be entitled to release time for Association or BCTF business as follows:
 - a. Bargaining committee members, release time as required for up to a maximum of six (6) members.
 - b. Member of committee or task force of the Association or BCTF, the Canadian Teachers' Federation, staff representative - ten (10) days.
 - c. Such leaves shall be granted subject to the Association or the BCTF reimbursing the Board for TTOC costs.
 - d. Whenever possible at least three (3) days written notice will be given to the Superintendent for such leaves.
 - e. Additional release time may be granted upon written request to the Superintendent.
17. A teacher elected to a full-time officer position of the BCTF shall be granted a leave of absence in accordance with Article G.6.9 without pay for the duration of those duties. For purposes of pension, experience, and seniority, the teacher shall be deemed to be in the full employ of the Board.
18. When an Association member is released from instructional duties at the Board's request, the Board shall pay all TTOC costs.

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.

Note: The parties will develop a schedule of articles that are replaced by this article.

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.

Local Provisions:

2. Any payment of benefits shall be restricted to the period of the regular work year of the teacher.

[See Article G.25 (Maternity Leave) for leave provisions.]

ARTICLE G.20 WORKERS' COMPENSATION BOARD PAYMENTS

1. All monies received by a teacher by way of compensation for loss of wages under the Workers' Compensation Act shall be paid to the Board and the teacher shall be paid by the Board as follows:
 - a. If the teacher has sufficient accumulated sick leave, the Board shall pay the teacher's full salary with the difference between the WCB payment and the full salary deducted from the teacher's accumulated sick leave.
 - b. If the teacher does not have sufficient accumulated sick leave, or if the teacher does not wish sick leave to be deducted to make up the full salary, the Board will pay a salary equal to the WCB payment.
 - c. If a leave on approved Workers' Compensation results from negligence on the Board's part, as determined by the Compensation Board, then the teacher shall receive full salary without sick leave deduction.
2. Compensation does not include a disability pension or other final settlement awards arising from such disability. Compensation means periodic payments during the period of temporary disablement.

3. A teacher's leave on Workers' Compensation will be considered leave from the position for up to two (2) years and Board consideration will be given for further leave to be from position.

ARTICLE G.21 SICK LEAVE

1. A sick leave allowance shall be credited to a teacher on a pro-rata to full time basis of 1½ days for each month of service to the Board for which payment is received from the Board.
2. On September 1 of each year teachers will be advanced fifteen (15) days of sick leave pro-rata to their full time equivalent appointment. Teachers commencing employment with the Board during the year shall then have available to them the pro-rata portion of sick leave benefits which would accrue to them for the balance of the school year.
3. The sick leave allowance shall be used to provide the regular rate of pay to teachers who are absent due to illness, quarantine, disablement or because of an accident for which compensation is not payable under the Workers Compensation Act, or to supplement Workers' Compensation Board payments.
4. Deductions from the sick leave allowance shall be one (1) day for one (1) working day on a pro-rata basis. For part time teachers, sick leave shall only be deducted for the assigned time missed in proportion to a full work day.
5. A teacher may be required by the Board, in writing, to produce a certificate from a duly qualified medical practitioner for any illness certifying that such teacher is unable to carry out teaching duties due to such illness. A further certificate may be required by the Board from a local medical practitioner selected by the teacher and at no cost to the teacher.
6. Sick leave allowance will not accumulate for a teacher during a leave of absence without pay.
7. Teachers will be notified of their sick leave balance on a monthly basis. Sick leave accumulation as of June 30 will be carried forward to the following school year.
8. When a teacher is rehired in the district, any previous sick leave accumulation will be reinstated except for unused sick leave that was previously ported from SD No. 27 to another district, pursuant to PCA Article G.1 (Portability of Sick Leave). Pursuant to PCA Article G.1, an employee who is rehired to SD No. 27 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.
9. Refer to PCA Article G.1 (Portability of Sick Leave) for porting of sick leave to/from other school districts.
10. A maximum of one hundred twenty (120) days can be used for the same illness in a calendar year.

ARTICLE G.22 MEDICAL LEAVE

Should a teacher be unable to work for reasons which would qualify that teacher for sick leave under Article G.21 (Sick Leave) and have no accumulated sick leave days remaining, that teacher shall be granted Medical Leave without pay.

ARTICLE G.23 COURT APPEARANCE

1. A teacher required by a court of law to report for jury duty or to obey a subpoena as a court witness shall be granted a leave of absence with pay. The teacher shall pay over to the Board any sums received for jury duty or witness fees, exclusive of travelling and meal allowances, and child care.
2. Where an employee is required by the Board to attend any proceedings in connection with the interpretation or application of this agreement, the Board shall grant leave with pay.
3. Where the private affairs of an employee require an appearance in legal proceedings, the Board shall grant leave without pay. This provision does not deny the teacher other rights to leave with pay or leave with cost of TTOC deducted which may be provided by this agreement.

ARTICLE G.24 EDUCATIONAL LEAVE

On the authority of the Superintendent:

1. A teacher may be granted leave with pay for up to one (1) month for:
 - a. CCTA Professional Development Committee sponsored workshops or conferences either within or outside the province provided that the CCTA Professional Development Committee agrees to pay for the cost of a Teacher Teaching on Call or non-certificated teacher substitute if one is hired,
 - b. committees, workshops, conferences or program development activities sponsored by the Ministry of Education, the Board or the District,
 - c. requests by the BCTF, University or Ministry of Education for services, provided that the Board is reimbursed for salary and benefit costs.
2. A teacher may be granted leave with pay for:
 - a. early enrollment at a University summer session up to a period of ten (10) days,
 - b. writing an examination in a recognized and applicable field of study.
3. A teacher may be granted leave without pay for:
 - a. a short course of up to one (1) month duration for a specific purpose where such leave is not sponsored by the Board or the CCTA Professional Development Committee.

4. A teacher with at least three (3) years experience in the district may be granted a leave without pay for up to two (2) years for:
 - a. loan to another educational institution or the Ministry of Education,
 - b. Department of National Defence.
5. The Board may grant educational leave, on application, without pay, to teachers with a minimum of five (5) years service in the district for the purpose of furthering excellence of instruction in the school district.
 - a. Any of the following general activities may be considered to fulfill such purpose:
 - i. Formal academic training regardless of whether it leads to higher certification,
 - ii. Studies or programs designed to bring new techniques or educational strategies to the school district,
 - iii. To assist established teachers to refresh and advance their knowledge of method, subject matter or general background for teaching.
 - b. A Review panel shall be established to consider applications and make recommendations to the Board. The Review Panel shall consist of two (2) representatives of the Board and two (2) representatives of the Association. When leave is not approved, the Board shall provide written reasons for its position.
 - c. The basic unit of leave shall be for one (1) year, but where appropriate, any portion of the school year may be granted.
 - d. Application will be made by the teacher in writing to the Superintendent stating clearly the particular purpose for the leave and the proposed activities designed to fulfill that purpose.
 - e. Application for full or part year educational leave must be received prior to March 1 of the school year preceding the year for which the leave is requested.
 - f. The Superintendent shall submit the applications to the Review panel for recommendation to the Board. The Review Panel shall review all applications and make a recommendation to the Board as to the priority for granting leave. Such recommendation shall be made to the Board prior to April 15.
 - g. Teachers applying for educational leave will be notified by the Board of acceptance or rejection of their application by April 30.
6. The Board may restrict to ten (10) the number of teachers on long-term educational leave in excess of one month in duration.

Except as is covered in Article G.24.5 above, all requests for the ensuing school year shall be submitted in writing to the Superintendent by March 31. Requests made after March 31 may be considered if the reason for the requests results from an unforeseen circumstance which was not evident prior to March 31.

ARTICLE G.25 MATERNITY LEAVE

1. Short Term Maternity Leave

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

- a. as provided for in Part 6 of the Employment Standards Act, or
- b. for a stated period of time mutually agreed upon which is less than eighteen (18) weeks.

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

2. Extended Maternity

- a. Teachers granted short term maternity leave may apply for extended maternity leave, four weeks prior to the date of return.
- b. In accordance with the provisions of Part 6 of the Employment Standards Act an employee who has given birth to a child(ren) shall be granted, upon request, up to twelve (12) additional weeks leave of absence without pay following the end of a maternity leave as defined above.
- c. Additional leave without pay shall be granted upon request for a period of up to two (2) years, exclusive of any leave taken in accordance with provisions in Article G.25.2.b immediately above, with the return to work to coincide with the commencement of a school term or semester unless otherwise mutually agreed to;
- d. A teacher returning from extended leave of more than one (1) year shall be assigned to a comparable position.

3. Early Return and Special Situations

- a. In the case of an incomplete pregnancy or death of a child, a teacher may return to the position earlier than provided in the approved leave. The written request must be received fourteen (14) days before the anticipated date of return.
- b. In other special situations the teacher may request in writing to return to duty earlier than provided in the approved leave. The request will be granted when a mutually agreeable position is available.

- c. A teacher, returning to work in accordance with Article G.25.3.a or G.25.3.b above, who is unable to resume their duties because of illness or other reason which would qualify for sick leave benefits shall, upon expiration of the leave, have immediate access to accumulated sick leave. In the event that no sick leave days are available the teacher shall be considered to be on medical leave without pay.

4. Adoption

An adopting parent shall be granted, upon request, up to eighteen (18) weeks of leave without pay on assuming care and custody of a child and, upon request, an additional leave without pay of up to twelve (12) weeks to commence within the fifty-two (52) week period following the adoption of the child.

An adopting parent does not qualify for the Supplementary Unemployment Benefits Plan.

Paid leave for up to two (2) days will be granted to either parent or both, if both are employees of the Board, for mandatory interviews or travelling time to receive the child.

5. Where leaves are granted under this clause teachers will be informed by the Board that EI benefits may be available to them. However, should the board neglect to inform the teacher, the Board will not be liable for any EI benefits not obtained.

ARTICLE G.26 PATERNITY LEAVE

At the time of the birth of a child (within two (2) days prior and one (1) week after hospitalization or home birth) or in the case of adoption or legal guardianship of a child, the teacher shall be granted paternity leave as follows:

1. Alexis Creek, Anahim Lake, Dog Creek, Likely, Naghtaneqed, Tatla Lake: three (3) days with pay plus the option of an additional two (2) days with the lesser of the cost of a TTOC or the teacher's own salary deducted.
2. Other Schools: two (2) days with pay plus the option of an additional three (3) days with the lesser of the cost of a TTOC or the teacher's own salary deducted.

ARTICLE G.27 PARENTAL LEAVE

A teacher with a dependent child (including adoption or legal guardianship) shall be granted upon request a parenthood leave of absence without pay for a stated period of time as requested by the teacher in accordance with the following:

1. Parental Leave
 - a. In accordance with the Employment Standards Act, a parental leave, following the birth of a child and within the fifty-two (52) week period after the birth of the new born child, a leave of up to twelve (12) consecutive weeks; or

- b. In accordance with the Employment Standards Act a parental leave, within the fifty-two (52) week period following the date the adopted child comes into the actual care of the parent, of up to twelve (12) consecutive weeks;

Where leaves are granted in accordance with Article G.27.1.a. and b immediately above, teachers will be informed by the Board that EI benefits may be available to them. However, should the Board neglect to inform the teacher, the Board will not be liable for any EI benefits not obtained.

ARTICLE G.28 PARENTHOOD LEAVE

A teacher who is a parent, including adoption and legal guardianship, may apply for Parenthood Leave and that leave shall be granted, subject to the following:

1. In the event that the teacher has been granted Maternity Leave and/or Parental Leave in accordance with the Collective Agreement and/or the Employment Standards Act, that teacher is eligible for Parenthood Leave without pay until the end of the school year, the term of the leave to be exclusive of the Maternity and/or Parental Leave and contiguous to that leave.
2. A teacher who has been granted Parenthood Leave under Article G.28.1 (above) and who is a parent of a dependent child, is eligible for additional Parenthood Leave without pay for a period of time which, when combined with Maternity Leave and/or Parental Leave and Parenthood Leave taken in accordance with Article G.28.1 (above), will total five school years. The minimum term of Parenthood Leave will be one school year. Should the expiration of the five school year maximum occur during a school year, the return to work shall be delayed to the beginning of the next school year unless otherwise mutually agreed.
3. If a teacher is a parent of a dependent child and that teacher has not been granted leave under Article G.28.1 (above), the teacher is eligible for Parenthood Leave without pay for up to five school years with the minimum period of leave to be one school year.
4. For the purposes of this clause a dependent child shall be one so defined by the Income Tax Act (normally a child who is under the age of 19, or who is infirm, or is a full-time student under the age of 25).

If the Parenthood Leave exceeds one (1) year, it shall not be considered a leave from position. Return from Parenthood Leave shall coincide with the commencement of a school term or semester unless otherwise mutually agreed to.

ARTICLE G.29 EMERGENCY PARENTHOOD LEAVE

In emergent situations a teacher who is the parent or legal guardian of a dependent child shall be granted leave without pay for a period of less than one school year. For elementary school teachers, return to work from such a leave will be, at Christmas Break, Spring Break or at the commencement of the next school year. For secondary school teachers return to work from such a leave will be at the semester break or at the commencement of the next school year.

By mutual agreement the return to work may be at a date other than those mentioned above.

For the purposes of this clause a dependent child shall be one so defined by the Income Tax Act (normally a child who is under the age of 19, or who is infirm, or is a full-time student under the age of 25).

ARTICLE G.30 PERSONAL LEAVE

1. A teacher shall be granted a leave with pay to:
 - a. consult a medical specialist,
 - b. obtain a medical examination by a pension board.

Such leave shall be charged against accumulated sick leave entitlement.
2. A teacher may be granted leave with pay to a maximum of five (5) days per school year, charged against accumulated sick leave entitlement, to bring a dependent child or spouse to a hospital, or to a medical specialist not available in the teacher's community. However, should this request not be approved, the teacher shall be granted leave with the cost of TTOC deducted.
3. One (1) day shall and a further day may, if required, be granted with pay to a teacher to attend their convocation ceremony.
4. A teacher shall be granted a leave with the cost of TTOC deducted for:
 - a. an absence caused by unforeseen circumstances beyond the teacher's control,
 - b. illness of a member of the immediate family or dependent,
 - c. consultation with a medical specialist for a dependent child.
5. A teacher may be granted a leave without pay for:
 - a. official participation in amateur events or tournaments,
 - b. personal religious holidays,
 - c. accompanying a spouse to a special event.
6. A teacher may be granted leave without pay for up to two (2) years for:
 - a. participation in competitive sports,
 - b. medical reasons.
7. Requests for personal leave for reasons other than those above, with pay, with cost of TTOC deducted, or without pay, may be made to the Superintendent of Schools and the disposition of such requests shall be at the discretion of the Superintendent.

ARTICLE G.31 COST OF LEAVES WITH COST OF TEACHER TEACHING ON CALL DEDUCTED

1. When a leave is granted with the cost of TTOC deducted, a flat rate shall be deducted whether a TTOC is hired or not.
2. The flat rate for a full day shall be the daily rate at Category 4 Step 0, plus the Board's portion of pension, CPP, and EI. The daily rate at Category 4 Step 0 shall be calculated in accordance with Article B.2.6.
3. The daily deduction for cost of TTOC shall not exceed 1/195 of the absent teacher's salary grid placement. Partial days on leave in Article G.31.1 above will be deducted on a prorata basis.
4. A Cost of Leave Trust Fund shall be established. When a leave is granted as cost of TTOC deducted and no TTOC is hired, the flat rate deducted shall be deposited in the Cost of Leave Trust Fund. Should the flat rate generate funds in excess of the Board's actual costs in granting such leaves, those funds will be placed in the Trust Fund.
5. By September 30 of each year a review of the Trust Fund account and the actual cost of leaves with cost of TTOC deducted for the previous year shall be conducted by the Secretary-Treasurer and the CCTA.
6. In the event that the actual costs incurred by the Board are in excess of the funds generated by the flat rate, the deficit shall be made up, first, from the proceeds of the Trust Fund.
7. Should the actual costs for TTOCs hired for specified leaves differ from the flat rate deductions made, the balance will be deducted from or contributed to the Cost of Leave Trust Fund each September 30.
8. If necessary a revision of the flat rate of TTOC deductions will be mutually agreed to in order to achieve a balance in future. Any adjustments to the flat rate will begin each October 1.
9. The expenditure of any "post-adjustment" surplus in the Trust Fund shall be jointly agreed upon by the Board and the CCTA.

ARTICLE G.32 DEFERRED SALARY LEAVE PLAN

1. The board shall offer the Deferred Salary Leave Plan included in this agreement as Appendix B provided that the plan is approved by Federal Income Tax Laws.
2. The Association and the Board shall jointly and at least annually by January 31 review Appendix B to consider modifications which might be made. With mutual consent, Appendix B may be modified at any time provided that the plan, with the modifications so made, continues to comply with the applicable acts and regulations and with the contractual and benefit plan obligations and restrictions.

3. When a teacher has been granted a leave under this plan the Board shall provide that teacher with an updated copy of Appendix B, School District #27 D.S.L.P. Calculations of Deductions.
4. The Committee referred to in part 3.b of Appendix B (The Consultative Liaison Committee) shall meet at least annually by April 30 to review the investment of the funds within the plan.

ARTICLE G.33 LEAVE FOR ELECTED OFFICE

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, a leave without pay shall be granted during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, a long term leave without pay shall be granted.
2. Teachers elected or appointed to municipal or regional district offices or public boards, shall be granted leave in order to attend to duties related to their elected or appointed positions. Such leaves shall be granted with the cost of TTOC deducted.

ARTICLE G.34 LEAVE FROM POSITION

A major principle to be observed in granting leave from position is that the teacher should neither be advantaged nor disadvantaged with respect to their teaching assignment because they have been granted a Leave of Absence. On return from leave from position the teaching assignment should be that which would have been assigned had the leave not taken place.

“Position” - shall be defined as placement on a school or department staff.

“Assignment” - shall be defined as the specific work undertaken by a teacher within a given teaching position.

1. Unless otherwise specifically stated in this agreement, a teacher returning to teaching duties from a leave shall be placed in the specific teaching assignment held prior to the leave if that teaching assignment is available.
2. If the specific teaching assignment is not available, a teacher returning from a leave will be assigned to a similar assignment in the same school if one is available.
3. The teacher, while on leave, shall be invited to participate in any staff or department meetings held for the purpose of determining school organization and/or teaching duty assignments for the following school year. If the teacher is unable to participate, they may choose a CCTA member who shall act as an advocate. In any case, all staffing decisions, as provided for in this agreement, would be made recognizing the rights of teachers on leave.

ARTICLE G.35 INFORMATION FOR TEACHERS COMMENCING LEAVES

When a teacher has been granted a leave without pay for a period of time which would have an effect on benefit coverage, the Board shall provide to the teacher information on:

1. the continuation of benefit coverage, and
2. the continuation of membership in the Teacher Regulation Branch.
3. Where leaves are granted, teachers will be informed by the Board that Employment Insurance benefits may be available to them. However, should the Board neglect to inform the teacher, the Board will not be liable for any Employment Insurance benefits not obtained.

ARTICLE G.36 REPRESENTATION OF TEACHER ON LEAVE PLANNING SCHOOL ORGANIZATION

A teacher, while on leave, shall be invited to participate in any staff or department meetings held for the purpose of determining school organization and/or teaching duty assignments for the following school year. If the teacher is unable to participate, they may choose a CCTA member who shall act as an advocate. In any case all staffing decisions, as provided for in this agreement, would be made recognizing the rights of teachers on leave.

SIGNATURES

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

Chris van der Mark, Superintendent
School District No. 27 (Cariboo-Chilcotin)

Jessica Hill, President
Cariboo-Chilcotin Teachers' Association

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

Clint Johnston, President
British Columbia Teachers' Federation

LOCAL APPENDICES & LETTERS OF UNDERSTANDING

LOCAL APPENDIX A.1: SALARY SCHEDULE JULY 1, 2022

SCHOOL DISTRICT NO. 27 (CARIBOO-CHILCOTIN)

Step	Cat 4	Cat 4+	Cat 5	Cat 5+	Cat 6
0					
1	\$ 54,306	\$ 54,354	\$ 58,917	\$ 63,364	\$ 64,926
2	\$ 56,792	\$ 56,886	\$ 62,049	\$ 66,685	\$ 68,313
3	\$ 59,278	\$ 59,418	\$ 65,181	\$ 70,004	\$ 71,700
4	\$ 61,763	\$ 61,950	\$ 68,311	\$ 73,326	\$ 75,087
5	\$ 64,249	\$ 64,483	\$ 71,442	\$ 76,646	\$ 78,475
6	\$ 66,736	\$ 67,015	\$ 74,573	\$ 79,967	\$ 81,862
7	\$ 69,221	\$ 69,548	\$ 77,705	\$ 83,288	\$ 85,250
8	\$ 71,706	\$ 72,080	\$ 80,835	\$ 86,609	\$ 88,638
9	\$ 74,191	\$ 74,613	\$ 83,965	\$ 89,931	\$ 92,026
10	\$ 79,736	\$ 79,736	\$ 90,571	\$ 96,971	\$ 99,222

The following schools have been approved for the Remote & Rural Allowance pursuant to Letter of Understanding No. 5, effective July 1, 2022: \$2,761.

Anahim Lake Elementary/Junior Secondary
 Alexis Creek Elementary/Junior Secondary
 Tatla Lake Elementary/Junior Secondary
 Dog Creek Elementary/Junior Secondary
 Naghtaneqed Elementary/Junior Secondary
 Horsefly Elementary/Junior Secondary

Likely Elementary
 Bridge Lake Elementary
 Big Lake Elementary
 Forest Grove Elementary

LOCAL APPENDIX A.2: SALARY SCHEDULE JULY 1, 2023

SCHOOL DISTRICT NO. 27 (CARIBOO-CHILCOTIN)

Step	Cat 4	Cat 4+	Cat 5	Cat 5+	Cat 6
0					
1	\$ 57,972	\$ 58,023	\$ 62,894	\$ 67,641	\$ 69,308
2	\$ 60,626	\$ 60,726	\$ 66,238	\$ 71,186	\$ 72,924
3	\$ 63,280	\$ 63,428	\$ 69,580	\$ 74,729	\$ 76,540
4	\$ 65,932	\$ 66,132	\$ 72,922	\$ 78,276	\$ 80,156
5	\$ 68,586	\$ 68,835	\$ 76,264	\$ 81,820	\$ 83,772
6	\$ 71,241	\$ 71,539	\$ 79,607	\$ 85,364	\$ 87,388
7	\$ 73,894	\$ 74,242	\$ 82,950	\$ 88,910	\$ 91,005
8	\$ 76,547	\$ 76,946	\$ 86,291	\$ 92,455	\$ 94,621
9	\$ 79,199	\$ 79,649	\$ 89,633	\$ 96,002	\$ 98,238
10	\$ 85,358	\$ 85,358	\$ 96,957	\$ 103,808	\$ 106,217

The following schools have been approved for the Remote & Rural Allowance pursuant to Letter of Understanding No. 5, effective July 1, 2023: \$2,947.

Anahim Lake Elementary/Junior Secondary
 Alexis Creek Elementary/Junior Secondary
 Tatla Lake Elementary/Junior Secondary
 Dog Creek Elementary/Junior Secondary
 Naghtaneqed Elementary/Junior Secondary
 Horsefly Elementary/Junior Secondary

Likely Elementary
 Bridge Lake Elementary
 Big Lake Elementary
 Forest Grove Elementary

LOCAL APPENDIX A.3: SALARY SCHEDULE JULY 1, 2024

SCHOOL DISTRICT NO. 27 (CARIBOO-CHILCOTIN)

Step	Cat 4	Cat 4+	Cat 5	Cat 5+	Cat 6
0					
1	\$ 59,711	\$ 59,763	\$ 64,781	\$ 69,670	\$ 71,387
2	\$ 62,445	\$ 62,548	\$ 68,225	\$ 73,322	\$ 75,112
3	\$ 65,178	\$ 65,331	\$ 71,668	\$ 76,971	\$ 78,836
4	\$ 67,910	\$ 68,116	\$ 75,109	\$ 80,624	\$ 82,561
5	\$ 70,644	\$ 70,900	\$ 78,552	\$ 84,275	\$ 86,285
6	\$ 73,378	\$ 73,685	\$ 81,995	\$ 87,925	\$ 90,009
7	\$ 76,111	\$ 76,469	\$ 85,438	\$ 91,577	\$ 93,735
8	\$ 78,843	\$ 79,254	\$ 88,880	\$ 95,229	\$ 97,459
9	\$ 81,575	\$ 82,038	\$ 92,322	\$ 98,882	\$ 101,185
10	\$ 88,012	\$ 88,012	\$ 99,972	\$ 107,036	\$ 109,520

The following schools have been approved for the Remote & Rural Allowance pursuant to Letter of Understanding No. 5, effective July 1, 2024: \$3,035.

Anahim Lake Elementary/Junior Secondary
 Alexis Creek Elementary/Junior Secondary
 Tatla Lake Elementary/Junior Secondary
 Dog Creek Elementary/Junior Secondary
 Naghtaneqed Elementary/Junior Secondary
 Horsefly Elementary/Junior Secondary

Likely Elementary
 Bridge Lake Elementary
 Big Lake Elementary
 Forest Grove Elementary

LOCAL APPENDIX B: DEFERRED SALARY LEAVE PLAN

(Please note that an Ancillary Agreement follows this Plan which clarifies and makes certain changes to the Plan)

DEFINITIONS

“Accrued Interest” means the amount of interest earned in accordance with Clause 3.b on the monies retained by the Board on behalf of the Participant calculated from:

1. the first date any of such monies have been so retained by the Board, or
2. the last date to which interest has been paid in accordance with Clause 3.c, whichever is greater.

“Association” means the party of the second part referred to in the Agreement to which the Plan is a schedule.

“Board” means the party of the first part referred to in the Agreement to which this plan is a schedule.

“Committee” means the Consultative Liasion Committee as defined by agreement between the Association and the Board.

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

“Deferred Compensation Amount” means the portion of the Current Compensation Amount which is retained by the Board for a Participant in each year in accordance with Clause 3.a and augmented from time to time by interest thereon calculated in accordance with Clause 3.a but less all interest paid to the Participant in accordance with Clause 3.c.

“Eligible Teacher” means a teacher as defined by agreement between the Association and the Board, and having three (3) years teaching experience in School District No. 27.

“Eligible Investor” means Teachers’ Investment and Housing Co-operative, any Canadian chartered bank, any trust company authorized to carry on business in the Province of British Columbia, and any credit union authorized to carry on business in the Province of British Columbia, provided there shall only be one Eligible Investor at any one time.

“Leave of Absence” means the school year from July 1 to June 30.

“Memorandum of Agreement” means the agreement described in Local Appendix “C”.

“Participant” means an Eligible Teacher whose application for participation in the Plan has been approved by the Board in accordance with Clause 2.c and who has completed a Memorandum of Agreement.

“Plan” means the plan set out in this schedule and includes all amendments thereto.

“Salary Agreement” means the agreement in force between the Association and the Board pursuant to the applicable section of the School Act.

2. APPLICATION

- a. In order to participate in the Plan, an Eligible Teacher must make written application to the Superintendent of Schools on or before March 31, stating the date when the Eligible Teacher wishes to participate in the Plan.
- b. The approval of each application made under Clause 2.a shall rest solely with the Board. The District Superintendent of Schools shall, by May 15 of that year, advise each applicant of the Board’s approval or disapproval of their application, and if the latter, an explanation therefore.
- c. If the Board gives its approval in accordance with Clause 2.b, the participation of the Eligible Teacher in the plan will become effective on the date requested by the Eligible Teacher, or if such date is not agreed to by the Board, then on a date which is agreed to by the Board and the Eligible Teacher.
- d. Before becoming a Participant, an Eligible Teacher must complete and sign a Memorandum of Agreement which is accepted by or on behalf of the Board.

3. FUNDING FOR LEAVE OF ABSENCE

Funding for the Leave of Absence shall be as follows:

- a. During each school year prior to the Leave of Absence the Participant, for a minimum of two years and maximum of four school years, will receive their current compensation amount, less the percentage amount to a maximum of thirty-three and one third percent (33 1/3%), which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the Board. Such percentage amount will be retained by the Board and be invested in accordance with Clause 3.b.
- b. Monies retained by the Board for each Participant in accordance with Clause 3.a, including interest thereon (until paid out in accordance with Clause 3.c) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time with the Chartered Bank administering the Board’s business. The Board and the Association shall not be liable to any Participant for any investments made which are authorized by this clause.
- c. So long as this Agreement is considered by Revenue Canada (Taxation) to be an “investment contract” coming within paragraph 12(11)(a) of the Income Tax Act (Canada), or a similar provision applies, the Board shall on each date specified in clause 4 of the Memorandum of Agreement, pay to the Participant the Accrued Interest to such date. The interest will be retained on behalf of the Board by the Bank and in accordance with Clause 3.d.
- d. The Secretary-Treasurer shall make periodic reports to each participant as made available by the Bank. These reports shall be made available at least once a year.

- e. The Board will only bear such internal administrative costs as required.

4. TAKING OF LEAVE OF ABSENCE

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

- a. The Leave of Absence shall occur according to, and be governed by, a separate agreement then in force between the Board and the Association.
- b. The Participant, with the permission of the Board, may combine leave under the Deferred Salary Leave Plan with another form of leave set out in the Collective Agreement. The agreement provisions for the other form of leave shall apply for the duration of that leave only. For the purposes of Clauses 2.b, 4.d, and 4.g, it is understood that the total number of teachers on leave of absence in any one (1) year under this plan shall not exceed five (5) teachers.

The manner of payment to the Participant during the Leave of Absence shall be as follows:

For leaves of one (1) school year:

- i. Payment in full at the beginning of the leave of absence, or
 - ii. Commencing September 30th, being approximately equal to one-tenth of the monies held by the Board for the participant in accordance with Clause 3.a, as determined at the beginning of the leave of absence.
- c. The salary to be paid to a Participant during a Leave of Absence shall be related to the monies retained by the Board in accordance with Clause 3.a for such Participant, but less any deductions made by the Board under Clause 5.a and any monies required by law to be paid by the Board for or on behalf of a participant.
 - d. If the Board is unable to obtain a suitable replacement for a Participant for the period of Leave of Absence specified by the Participant, the Board may in its discretion, defer the Leave of Absence for one (1) school year. In such case, the participant may choose to remain in the Plan or they may withdraw from the Plan, in which case the Board shall pay to the Participant the Deferred Compensation amount in one lump sum payment within sixty (60) days of such withdrawal.
 - e. On return from their Leave of Absence, the teacher will be assigned to a position with the Board as required by the terms of the agreement then in force between the Board and the Association governing such matter. The teacher shall return to work for at least the length of the leave of absence taken.
 - f. After participation in the Plan, the teacher's salary and benefits will be as set out in the collective agreement then in force between the Board and the Association governing such matter. It is understood that no increment will be earned by a participant during the period of leave of absence unless such increments are gained under the provisions of the Collective Agreement.

- g. Notwithstanding the date shown in paragraph 2 of the Memorandum of Agreement for a requested Leave of Absence, a Participant may, with the consent of the Board given not less than six months prior to the scheduled date, postpone such leave for one year.

5. FRINGE BENEFITS

The providing of fringe benefits will be as follows:

- a. During a Leave of Absence, the Participant will pay the employee's share and the Board's share of the premium cost of any benefit that the participant chooses to maintain during the leave of absence. Where a Participant is obligated to pay the cost of any fringe benefit during the Leave of Absence, the Board shall pay such cost on behalf of the Participant on their request and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.
- b. Sick leave credits will be as set out in the Collective Agreement,

6. WITHDRAWAL

- a. A Participant who ceases to be employed by the Board must withdraw from the Plan. Within sixty (60) days the Board shall pay to the Participant the Deferred Compensation Amount as provided in Clause 4.d.
- b. With the consent of the Board, a Participant may withdraw from the Plan at any time prior to March 31 in the year in which the Leave of Absence is scheduled to occur. Within sixty (60) days of such withdrawal the Board shall pay to the Participant the Deferred Compensation Amount as provided in Clause 4.d.
- c. Should a Participant die the Board shall within thirty (30) days of notification of such death to the Board, pay the Deferred Compensation Amount to the Participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

7. SUSPENSION FOR PARTICIPATION IN THE PLAN

- a. A Participant may give notice to the Board stating that the Participant wishes to suspend their participation in the plan as at September 1 which immediately follows such notice, in which case the Board until further notice as provided in Clause 7.b shall pay the Current Compensation amount to the Participant as if they were not participating in the Plan. The amounts previously retained by the Board and interest thereon in accordance with Clause 3.b (but less all interest paid to the Participant in accordance with Clause 3.c) shall continue to be held by the Board until the Participant withdraws from the Plan or takes a Leave of Absence. The amount so retained shall continue to bear interest until the Leave of Absence is granted or the Participant withdraws from the Plan. The Participant may suspend their participation only once and then only for one year.

8. TERMINATION OR AMENDMENT OF PLAN

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

LOCAL APPENDIX C: DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT

I have read the terms and conditions of the Agreement between the Board of Education of School District No. 27 and Cariboo-Chilcotin Teachers' Association setting up the Deferred Salary Leave Plan and understand same and I agree to participate in the Plan under the following terms and conditions:

1. ENROLMENT DATE

My enrolment in the Plan shall become effective for the school year commencing July 1, _____

2. YEAR OF LEAVE

I shall take my Leave of Absence from _____, _____ to _____, _____ but I shall have the right in accordance with Clause 4.g to postpone such leave for one year. I understand that the Board shall also have the right in accordance with Clause 4.d to postpone such leave for one year should the Board be unable to find a suitable replacement.

It is understood that during the period of leave of absence, no sick leave credits will be earned.

3. FUNDING OF LEAVE OF ABSENCE

In accordance with Clause 3.a, I direct that the percentage amounts set out in this clause be deducted from my Current Compensation Amount and deposited on my behalf with respect to my participation in the plan for the following school years:

First Year _____%

Second Year _____%

Third Year _____%

Fourth Year _____%

OR

For all Years _____%

The participant may, by written notice to the Board given prior to September 1 in any given year alter the percent amounts for that and any subsequent year.

(Note: To be completed for all years up to the school year in which the Leave of Absence specified in paragraph 2 above is to commence.)

4. PAYMENT OF ACCRUED INTEREST

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

- a. the beginning of the Leave of Absence.
- b. each month of the leave if the applicant has selected the 10 month payment options.

ELECTION

I elect as follows:

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

- a. the beginning of the Leave of Absence.
- b. each month of the leave if the applicant has selected the 10 month payment option.

Date: _____

Participant's Signature

Address

AGREED TO BY THE BOARD

Date: _____

Secretary-Treasurer

In order to make the election, the participant is to initial, and if initialed such election shall be deemed to have been made.

LOCAL APPENDIX D: D.S.L.P. CALCULATION OF DEDUCTIONS

	Deferral Period	Leave Period
1. Employment Insurance	based on gross before DSLP	no deduction
2. Canada Pension Plan	based on net after DSLP	deduction based on tables
3. Income Tax	based on net after DSLP	deduction based on tables
4. Teacher Pensions Plan	based on gross before DSLP	(a) no deduction
5. Long Term Disability	based on gross before DSLP	no deduction
6. Salary Indemnity	based on gross before DSLP	no deduction
7. EHIB/Dental	regular deductions	(b) no deduction (c)
8. Group Life	based on gross before DSLP	(b) no deduction (d)
9. Voluntary Life	based on gross before DSLP	(b) no deduction (d)
10. CCTA and BCTF dues	based on gross before DSLP	no deduction

- a. It is up to the individual to apply for and pay for the reinstatement of the leave period. No deductions can be taken from payroll for this purpose.
- b. The employee can arrange for coverage to be continued by paying the full cost of premiums. These amounts may be deducted from the deferred payout if the employee requests such deduction.
- c. If the employee does not continue coverage for these plans, the result may be as follows:
 - i. EHB - no benefits during the leave period and the employee must provide evidence of insurability to the carrier who will decide whether or not coverage will be extended
 - ii. Dental - no benefits during the leave period and reduced benefits for up to the first three years on rejoining the plan
- d. Provisions for Group life and Voluntary Life are the same as those for Extended Health
- e. This information is current as of January 2022 and is subject to change
- f. Employees are strongly advised to consult with District Human Resources before commencing a leave so as to ensure continuation of benefit coverage.

LOCAL APPENDIX E: NOTICE UNDER ARTICLE E.25

The notice required pursuant to Article E.25 (Posting and Filling Vacant Positions) is as follows:

Re: Job Posting

Please be advised that _____ was the successful candidate for the above noted position. The successful candidate was not the most senior applicant for the position.

LOCAL LETTER OF UNDERSTANDING NO. 1: NON INSTRUCTIONAL DAYS

For the purpose of implementing the provisions of Article D.20 (Regular Work Year) in this Collective Agreement the parties agree that:

1. The Board shall consult with the CCTA or with the teachers in a particular school, prior to establishing dates for non-instructional days and, where possible, reach a consensus as to those dates.

LOCAL LETTER OF UNDERSTANDING NO. 2

BETWEEN:

The British Columbia Public Schools Employers' Association

AND:

The Board of Education of School District No. 27 (Cariboo-Chilcotin)

AND:

The British Columbia Teachers' Federation

AND:

The Cariboo-Chilcotin Teachers' Association

The Board and the Association agree that, for the purposes of reviewing and adjudicating applications for Partial Medical Leave, the following shall apply:

1. Any application for Partial Medical Leave must include a Partial Medical Leave form, a copy of which is appended to this letter of understanding. Director of Instruction-Personnel who shall approve or deny the application within fifteen (15) working days.
2. Where a teacher with an appointment to the teaching staff of the district produces a Partial Medical Leave form stating that the employee, while medically unable to continue their current assignment, is capable of working less time, the employee's FTE assignment may be temporarily reduced or the employee may be transferred where it is practical to do so. Any such transfer shall be made with mutual agreement between the teacher, through the Association, and the Board. In either case, the change will be to a percentage of full-time that the employee is capable of working.
3. Normally, where a change in assignment or re-assignment is made in accordance with this article, such change or re-assignment will be for a fixed period of time of not less than one (1) month and will be effective at the beginning of a term or semester.
4. An employee on Partial Medical Leave will earn sick leave credits in accordance with Article G.20.1 of the Collective Agreement. The employee will be considered to be on sick leave with pay, or, on medical leave without pay, depending on the extent of the employee's accumulated sick leave credits, for the difference between the reduced assignment and that teacher's regular assignment.
5. An employee on Partial Medical Leave will go on full sick leave, with pay, or medical leave without pay depending on the extent of the employee's accumulated sick leave credits, if the employee proves medically incapable of meeting the requirements of a reduced or changed assignment.
6. An employee on sick leave or on medical leave may apply for partial medical leave.

7. An employee who is granted a personal leave of absence in accordance with Article G.30 of the Collective Agreement will be placed on the status appropriate to the leave granted.

Dated this 7th day of July, 2009.

Original Signed by:

“Mark Wintjes”
School District No. 27 (Cariboo-Chilcotin)

“Joan Erb”
Cariboo-Chilcotin Teachers’ Association

“Robert D’Angelo”
BCPSEA

“Susan Lambert”
BCTF

**Medical Certificate
Request for Partial Medical Leave**

To the Physician:

_____ has been asked to provide a Medical Certificate explaining the reasons for the need for partial medical leave from _____ to _____.

Employee's Authorization for Release of Information

I, _____ hereby authorize my physician to complete this Physician's Statement and to release this Medical Certificate to my employer. The guidelines of the College of Physicians and Surgeons are attached.

Employee's Signature _____
Date _____

Physician's Statement

Confirmation of Reasons for *Partial* Medical Leave

1. Following examination, I certify that the above mentioned person, while medically unable to work their full assignment, is capable of working part time on the following time basis:

2. I certify that the above mentioned person requires a partial medical leave due to:

3. Course of Treatment:

- a. Has this person been prescribed a course of treatment for the medical condition rendering them unable to work their full assignment?

b. If no course of treatment has been prescribed, has a course of treatment been recommended for this person to follow related to the medical condition rendering them unable to work their full assignment?

c. If a course of treatment has been prescribed or recommended, has this person followed the prescribed or recommended course of treatment?

Has this person been referred to a medical specialist?

Yes _____ No _____

4. This illness/injury will prevent this person from working their full assignment because:

5. They were seen by me regarding this illness/injury on

6. What medical follow-ups, if any, are occurring related to this illness/injury?

7. I estimate that this person will be able to return to their full teaching assignment on

8. Are there ways to address the medical cause of this person's application for partial medical leave by alterations to this person's assignment other than a reduced teaching load?

9. For informational purposes, this is to make you aware of the availability for employees of the Employee and Family Assistance Program (EFAP).

Name of Attending Physician (please print)

Address _____Postal Code_____

Phone _____

Date_____

Signature _____

The information in this report is considered confidential. Any charge for completion of this form is the responsibility of the claimant.

LOCAL LETTER OF UNDERSTANDING NO. 3:

MEMORANDUM OF AGREEMENT

BETWEEN

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

(hereinafter referred to as "BCPSEA")

AND

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO.27 (CARIBOO-CHILCOTIN)

(hereinafter referred to as the "District")

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

(hereinafter referred to as the "BCTF")

AND

CARIBOO-CHILCOTIN TEACHERS' ASSOCIATION

(hereinafter referred to as the "CCTA")

Re: Staffing and Reassignment Process

Whereas the parties agree that the Staffing and Reassignment Process pursuant to this Memorandum of Agreement replaces Article C.30.3; and

Whereas the parties agree that paragraph 7.d and 8 of this Memorandum of Agreement affects the application of Article C.30.9; and

Whereas the parties agree that this Memorandum of Agreement constitutes an official part of the Collective Agreement and shall remain an official part of the Collective Agreement until such time as the parties agree to amend the Memorandum of Agreement;

The parties hereby agree as follows:

1. Article C.21.4 is the process for presenting and discussing a draft timetable, the anticipated FTE, staff positions and staffing assignments at the school level, including the discussion of teachers to be declared surplus. This process shall occur at all schools in accordance with Article C.21.4.

2. Within 7 calendar days of the staff meeting pursuant to Article C.21.4, the principal at each school must provide to all staff within the school a listing of all staff assignments pursuant to Article C.21 and the identification of any teachers declared surplus.
3. At least 7 calendar days prior to the first round of posting of vacancies anticipated for September, all teachers declared surplus will receive a listing of all teachers declared surplus across the district which shall constitute written layoff notice.
4. The first round of posting of vacancies anticipated for September must be posted and filled in accordance with Article E.25. Surplus teachers may apply for any posted position. These postings are also available for all teachers, across the district, to apply to. If applying for more than one position, teachers will indicate their order of preference for positions. The postings shall be filled in order of greatest seniority, subject to necessary qualifications, in order of highest teacher preference. Teachers shall be informed of the vacancy they have posted into.
5. At the conclusion of the first round of postings, if there remain vacant positions, a second round of postings must occur. Such postings shall occur in accordance with Article E.25. Surplus teachers may apply for any posted position. These postings are also available for all teachers, across the district, to apply to. If applying for more than one position, teachers will indicate their order of preference for positions. The postings shall be filled in order of greatest seniority, subject to necessary qualifications, in order of highest teacher preference. Teachers shall be informed of the vacancy they have posted into.
6. To ensure teachers are adequately informed of the nature of the position for which they are applying, teachers are expected to confirm the details of the assignment with the school.
7. At the conclusion of the second round of postings, for all teachers previously declared surplus who did not obtain a position through either the first or second round of postings, the following process shall apply:
 - a. Remaining surplus teachers shall be provided with the district-wide seniority list as of July 1 of the current year. Such list to be in order of ascending seniority.
 - b. Those teachers shall elect to be reassigned into positions for which they hold the necessary qualifications, are within their geographic area, and are within 0.15 FTE of the teacher's FTE, in order of ascending seniority, no higher than the teachers' own seniority placement to a maximum of 3 such positions. Teachers shall list the positions in order of preference. The positions shall be filled in order of greatest seniority and in order of highest teacher preference. Such positions shall not include contract TTOC positions. Where teachers do not obtain the position of their highest preference, an explanation must be provided.
 - c. Should the district disagree with a teacher's identification of the three positions for reassignment, the district and local shall discuss and attempt to resolve the disagreement.
 - d. Where a teacher declines to be reassigned into any of the 3 positions as identified in and meeting the criteria as referenced in Clause 7.b, that teacher shall retain recall rights without eligibility for severance pay under Article C.30.9.

- e. If a surplus teacher displaces another teacher, that teacher shall have the same rights of reassignments accorded in this clause.
 - f. Where a surplus teacher is reassigned into a position with a lower FTE from the position they held at the time of being declared surplus, and is subsequently declared surplus in consecutive years, the surplus teacher's FTE range for reassignment purposes shall be the FTE at the time of the first surplus declaration.
 - g. If a surplus teacher is unsuccessful in posting or reassignment to a position following the criteria set out in b) above, the teacher shall elect to choose severance or placement on the recall list pursuant to C.30.9.
8. Any surplus teacher who does not apply for a continuing position for which the teacher holds the necessary qualifications, is within .15 of the teacher's FTE, and is within the teacher's geographic area shall not be entitled to severance pay should the teacher be placed on the recall list.
9. The geographic areas are defined as:
- a. Williams Lake and surrounding area, including Horsefly, Likely, Big Lake, and Nenqayni;
 - b. 100 Mile House and surrounding area, including Bridge Lake, Forest Grove, Lac La Hache, Horse Lake, and Mile 108;
 - c. The Chilcotin including Dog Creek, Naghtaneqed, Alexis Creek, Tatla Lake, Anahim Lake and their associated GROW centres.
10. Where the district or the local consider that the staffing processes pursuant to this Memorandum of Agreement result in an anomalous or unique circumstance that is best addressed through an alternate or amended process, the district and local may mutually agree to an alternate or amended process to address the anomalous or unique circumstance. Where the district and local do not agree that an anomalous or unique circumstance has arisen, or cannot agree to an alternate or amended process to address the anomalous or unique circumstance, the staffing process pursuant to this Memorandum of Agreement shall apply.

Original Signed by:

“ _____ ”
 School District No. 27 (Cariboo-Chilcotin)
 Date: Jan 31, 2011

“Joan Erb”
 Cariboo-Chilcotin Teachers' Association
 Date: Jan 31, 2011

“Laura Buchanan”
 BCPSEA
 Date: Feb 7, 2011

“ _____ ”
 BCTF
 Date: _____

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

Appendix 1 PROVINCIAL MATTERS
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Appendix 1 – Provincial Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

1. Determination of Salary
 1. *Placement on Scale*
 2. *Salary Review*
 3. *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
 4. *Classification of Salary for Letters of Permission*
 5. *New Positions, Reclassification*
 6. *Experience Recognition*
2. Salary Scale
 1. *Category Addition*
 2. *Category Elimination*
3. Payment of Salary
 1. *Increment Dates*
 2. *Withholding*
 3. *Error in Salary – Adjustments*
 4. *Part Month Payments and Deductions including Schedule*
 5. *Pay Periods including payment schedule*
4. Employees' Pay and Benefits including sick leave
 1. *Full time and continuing teachers*
 2. *Part Time and temporary or term teachers*
 3. *Teachers Teaching on Call*
 4. *Summer School and Night School Payment*
 5. *Associated Professionals*
5. Positions of Special Responsibility
6. Teacher in Charge/Acting Administrators (Filling Temporarily Vacant Position)
7. Automobile/Travel Allowance
8. First Aid, First Aid Allowance and Training
9. Special Allowances, i.e., Moving/Relocation, Travel, Isolation, One-Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, Clothing, etc.
10. Establishment and funding of Classroom Supply Fund or Allowance (Compensation for Funds Spent by Teachers on Class)
11. Housing and Housing Assistance
12. No Cuts in Salary and Benefits
13. Payment for Work Beyond Regular Work Year
 1. *Counsellors Working Outside School Calendar*
 2. *Night School Payments*
 3. *Summer School Payments*
 4. *Salary – Payment for Additional Days*
 5. *Not Regular School Days*
14. Payment of Teacher Regulation Branch and other professional fees
15. Benefits – general information and benefits management committee

16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

Section C – Employment Rights

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

Section D – Working Conditions

1. Teacher Workload
 1. *Class Size*
 2. *Class Composition*
2. Inclusion
 1. *Urgent Intervention Program or similar*
 2. *School Based Team*
3. Professional Teaching Staff Formulas including advisory committees
4. Hours of Work
 1. *Duration of School Day*
 2. *Instructional Time*
 3. *Extended Day; Alternate Calendars e.g. Four Day Week*
5. Preparation Time

6. Regular Work Year for Teachers, School Calendar, Year Round Schools, Staggered Part Day Entries
7. Closure of Schools for Health or Safety Reasons
8. Supervision Duties, Duty Free Lunch Hour, Noon Hour Supervision
9. Availability of Teacher on Call
10. Teacher on Call Working Conditions
11. Mentor/Beginning Teacher Program, Student Teachers, Beginning Teacher Orientation
12. Child Care for Work Beyond Regular Hours, Day Care
13. Home Education, Suspended Students, Hospital/Homebound Teachers
14. Non-traditional Worksites, e.g.
 1. *Distributed Learning*
 2. *Adult Education*
 3. *Storefront Schools*
 4. *Satellite School Programs*
15. Technological Change, Adjustment Plan – Board Introduced Change
16. Hearing and Medical Checks, Medical Examinations, Tests, Screening for TB
17. Teacher Reports on Students, Anecdotal Reports for Elementary Students, Parent Teacher Conference Days

Section E – Personnel Practices

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

Section F – Professional Rights

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

5. Professional Autonomy
6. Responsibilities – Duties of Teachers

Section G – Leaves of Absence

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

January 22, 2021 - Provincial Matters

Revised with housekeeping 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. 27 (Cariboo-Chilotin).

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. 27 (Cariboo-Chilcotin).

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

The parties recognize that 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 employeesin 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
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05 - Southeast Kootenay (only part of district approved)

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

06 - Rocky Mountain (entire district approved)

08 - Kootenay Lake (entire district approved)

10- Arrow Lake (entire district approved)

20 - Kootenay Columbia (entire district approved)

27 - Cariboo Chilcotin (only part of district approved)

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

28 - Quesnel (only part of district approved)

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

Lakeview Elem	Lakeview
Barlow Creek Elem	Barlow Creek
Parkland Elem	Moose Heights
Bouchie Lake	Bouchie Lake
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
Cayoosh Elementary	Lillooet/Pavilion/ Fountain/Band Communities
George M. Murray Elementary	Lillooet/ Pavilion / Fountain/Band communities
Lillooet Secondary	Lillooet / Pavilion / Fountain/Band 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

¹ The 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
Psychologist	\$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 SD27 (Cariboo-Chilcotin)

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. 11 of the Collective Agreement that I, _____ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including November 15, _____) to that of the applicable previous local Collective Agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective December 31, _____.

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

Teacher Signature

Date Signed

District Receipt Confirmed

Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no later than November 15th of the 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

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