

WORKING DOCUMENT

2022-2025

Provincial Collective Agreement

-between-

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

and

**British Columbia Teachers' Federation
BCTF**

AS IT APPLIES IN School District No.63 (SAANICH)

Effective July 1, 2022 – June 30, 2025

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

Acknowledgement of Traditional Territories

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

SIGNATURES

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

Robyn Reid, Director, Human Resources
School District No. 63 (Saanich)

Don Peterson, President
Saanich Teachers' Association

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

Clint Johnston, President
British Columbia Teachers' Federation

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SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement that was in effect between the two parties for the period July 1, 2019, to June 30, 2022, including any amendments agreed to by the parties during that period.

- A.1.1 Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2022, to June 30, 2025. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
- A.1.2 In the event that a new Collective Agreement is not in place by June 30, 2025, the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
- A.1.3 All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified-in accordance with this Collective Agreement.
- A.1.4
- a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
 - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
 - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- A.1.5
- a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
 - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
 - c.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
 - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

ARTICLE A.2 RECOGNITION OF THE UNION

- A.2.1 The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
- A.2.2 Pursuant to *PELRA*, the employer in each district 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.
- A.2.3 The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by Collective Agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

- A.4.1 The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.

- A.4.2 At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
- A.4.3 The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
- A.4.4 The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
- A.4.5 The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

ARTICLE A.6 GRIEVANCE PROCEDURE

A.6.1 Preamble

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

Steps in Grievance Procedure

A.6.2 Step One

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

A.6.3 Step Two

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

A.6.4 Step Three

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

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

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

A.6.5 Omitting Steps

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

A.6.6 Referral to Arbitration: Local Matters

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

A.6.7 Referral to Arbitration: Provincial Matters

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a Provincial Matters Grievance, as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a Provincial Matters Grievance. The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:
 - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a Provincial Matters Grievance that has been referred to arbitration.

- ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
- iii. Each party shall determine who shall attend the meeting on its behalf.

A.6.8 Arbitration (Conduct of)

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

A.6.9 General

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

ARTICLE A.7 EXPEDITED ARBITRATION

A.7.1 Scope

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

A.7.2 Process

- a. The grievance shall be referred to one of the following arbitrators:
 - i. Mark Brown
 - ii. Irene Holden
 - iii. Chris Sullivan
 - iv. Elaine Doyle
 - v. Judi Korbin
 - vi. John Hall

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

- A.7.3 As an alternative to full arbitration under Article A.6.7, grievances concerning integration of students with special needs may be referred by the party originating the grievance to expedited arbitration under this Article. [Note: Breeches of class composition limits which are remedied by LOU No, 12 will not be addressed through this process].

ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

- A.8.1 The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
- A.8.2 To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
- A.8.3 Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
- A.8.4 Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

ARTICLE A.9 LEGISLATIVE CHANGE

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

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

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

Local Language

ARTICLE A.19 EXCLUSIONS FROM THE BARGAINING UNIT

- A.19.1 Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
- A.19.2 The Board shall notify the Association of all new positions offered in the District, and send to the Association offices a written job description of the new position(s).
- A.19.3 The inclusion or exclusion of positions in the Bargaining Unit will be determined at a meeting of the Association and the Board. All newly created positions except positions involving:
- a. any of the functions outlined in the Labour Relations Code as the basis for exclusion from the definition of an employee; or
 - b. the functions of a Director of Instruction or Principals or Vice-principals, as provided by the School Act,
- will be included in the Bargaining Unit unless the parties agree to an exclusion.
- A.19.4 If the two parties disagree, either party may submit the matter to the Labour Relations Board for resolution.

ARTICLE A.20 BARGAINING UNIT WORK

A.20.1 All work performed by members of the bargaining unit as part of regular duties and responsibilities shall continue to be performed only by members of the bargaining unit. Except as mutually agreed upon between the Board and the Association, the Board shall not contract out duties of the type and kind that would normally and regularly be performed by teachers.

ARTICLE A.21 PRESIDENT'S/ OFFICERS' RELEASE TIME (ASSOCIATION OR BCTF)

A.21.1 The Board will grant leave of absence to teachers elected as president of the Saanich Teachers' Association or president or vice-president of B.C. Teachers' Federation, on the following conditions:

- a. An application for leave must be made in writing to the Board by May 31 of the school year prior to the school year for which the leave is being requested.
- b. The Board will continue to pay the teacher while on leave, and make all deductions from them. The Saanich Teachers' Association will be billed monthly by the Board and will reimburse the Board monthly for the Board's cost of salary, allowances and fringe benefits.
- c. The period for which leave is taken will be counted for salary purposes as teaching experience by the Board.
- d. Sick leave shall continue to be earned by the teacher on leave for the period of leave and accumulated sick leave may be used during the period of leave.
- e. In the event of illness the president of the Saanich Teachers' Association shall be granted sick leave. The vice-president of the Association or a delegated person shall be granted leave of absence to replace them when such replacement is deemed to be necessary by the Association. The Association shall pay the costs of a teacher teaching on call (TTOC), for the period of such replacement to the Board.
- f. The teacher concerned may expect to return to the assignment previously held, provided they returns in three years. After three years they will return to an assignment which is suitable to their experience and similar to the assignment previously held.

ARTICLE A.22 RELEASE TIME FOR ASSOCIATION, BCTF, CTF AND MINISTRY OF EDUCATION BUSINESS

A.22.1 A teacher covered by this agreement who is:

- a. a member of the executive committee or representative assembly of the BCTF

- b. a member of the executive or representative assembly of the Association
- c. a member of a committee or task force of either the Association, BCTF, CTF or the Ministry of Education
- d. an appointed official or delegate of the Association or BCTF

shall be entitled to release time from instructional duties to carry out the duties involved.

- A.22.2 Leave shall be granted to the Chairperson of the Association Bargaining Committee to prepare for collective bargaining.
- A.22.3 Leave for meetings in direct collective bargaining with the Board shall be granted to up to six members of the Bargaining Committee. Leaves shall be granted as required for attendance at grievance meetings or at arbitration hearings pursuant to Article A.6 (Grievance Procedure).
- A.22.4 All of the above leaves shall be granted with pay and be subject to the availability of a teacher teaching on call (TTOC) and the Board being reimbursed for the cost of the TTOC.
- A.22.5 All leave requests should be directed to the Superintendent.
- A.22.6 It is agreed that where a concern exists about the total number of a teacher's days absent arising out of the above leaves, the Superintendent and the President of the Association will meet to address that concern.
- A.22.7 In the event that a teacher is elected to a full time position as an officer of the BCTF or is appointed on a term contract of employment to the administrative staff of the BCTF or secondment to the Federation or the Ministry of Education, leave of absence without pay shall be granted for the duration of those duties. It is understood that before taking such leave the teacher will make arrangements in order to minimize any disruption of the school and district program.
- A.22.8 For purposes of pension, experience, sick leave and seniority the teacher shall be deemed to be in the full employ of the Board. The Board shall continue to pay the teacher referred to in Article A.22.7 provided the seconding authority fully reimburses the Board.
- A.22.9 Teachers on leave under Article A.22.7 shall be entitled to return on written notice at least six (6) weeks prior to the start of a term or semester or by March 31 if the return is planned for the following September of that year. Upon return the teacher shall be entitled to an assignment comparable to that previously held.

ARTICLE A.23 LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES

- A.23.1 Local Association School Staff Representatives elected in accordance with Association procedures shall have the right to:
- a. Convene staff meetings in the school outside instructional hours to conduct Association business, provided such meetings shall not interfere with normal staff responsibilities occurring at the same time;
 - b. Be relieved of instructional duties if necessary to be present at any meeting pursuant to Article A.6 (Grievance Procedure). Every effort shall be made to provide a teacher teaching on call (TTOC). It is understood that the Association will pay the cost of a TTOC under this Article;
 - c. Be relieved of instructional duties if necessary when attending meetings requested by the Board, district administrative staff, or an administrative officer. Every effort shall be made to provide a TTOC , if practicable. It is understood that the district will pay the cost of a TTOC under this Article. No staff member is obligated to provide TTOC coverage under the provisions of this Article.

ARTICLE A.24 TEACHERS' STAFF COMMITTEE

- A.24.1 Teachers assigned to each staff may form a teachers' Staff Committee (hereafter in this article referred to as the Staff Committee).
- A.24.2 The size and membership of the Staff Committee shall be determined by the teaching staff. In smaller schools the staff may decide to act as a committee of the whole.
- A.24.3 The Staff Committee will have access to public information concerning its school budget and monthly expenditure statements and information on which school level decisions may be based.
- A.24.4 The Staff Committee may make recommendations to the staff and the principal on any area of concern. The Staff Committee shall provide the principal with an opportunity to meet with the Staff Committee prior to its finalizing a recommendation for the school administration.
- A.24.5 If the principal declines to implement a recommendation, the rationale shall be given to the teaching staff. The Staff Committee may forward a copy of the recommendation to the Superintendent when the recommendation pertains to a matter not covered by this Agreement. The Superintendent, or designate from the Administrative Executive, upon receiving the recommendation, will investigate the matter and respond in writing to the Staff Committee.
- A.24.6 The functioning of the Staff Committee shall not contravene the authority and responsibility of the principal as set out in the School Act and Regulations.

- A.24.7 The teaching staff shall be informed by the school administration of any activity requiring staff consultation pursuant to the collective agreement or Board Policy.
- A.24.8 When the chairperson of the Staff Committee is requested by the principal to attend a meeting during the chairperson's instructional hours to deal with Staff Committee business, the Board will pay the cost of the teacher teaching on call (TTOC), when it is mutually agreed between the principal and the chairperson that a TTOC is required.

ARTICLE A.25 NEW TEACHER ORIENTATION

- A.25.1 The Board will work with the Saanich Teachers' Association in the preparation of a "New Teacher Orientation Handbook".
- A.25.2 The Saanich Teachers' Association agrees to co-operate with and assist the Board in preparing and updating the handbook and ensuring that new teachers have a copy.
- A.25.3 The Board agrees to prepare this resource, keep it current and make it accessible for new teachers and others.

ARTICLE A.26 COPY OF AGREEMENT

- A.26.1 Each teacher employed in this school district will receive from the Board an electronic copy of the collective agreement within two (2) months following ratification and the signing of the collective agreement in the final form.
- A.26.2 The Board will provide the collective agreement in print form to individual teachers upon their request.

ARTICLE A.27 ACCESS TO WORKSITE AND USE OF SCHOOL FACILITIES

- A.27.1 Representatives of the Association and the BCTF, authorized by the Association, may:
- a. meet to transact Association business in space leased by the Association from the Board, at any time; and
 - b. utilize district space, facilities and equipment subject to confirmation of the appropriate district or school official.

ARTICLE A.28 BULLETIN BOARDS

- A.28.1 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. These bulletin boards shall be provided in each staff room in each school building.

ARTICLE A.29 INTERNAL MAIL

- A.29.1 The Association shall have access to the District's internal mail delivery service, email system and employee mail boxes, free of charge, for communication to Association members, for the purposes of providing professional, educational, social and Association business.
- A.29.2 The Association agrees that its use of the District's email system will be in accordance with all relevant Board policies.

ARTICLE A.30 ACCESS TO INFORMATION

- A.30.1 The Board agrees to furnish to the Association, (public) information concerning District budget, board meetings and specified personnel information of District staff as follows:
- a. Financial information including Ministry funding information, annual financial reports, audits, School District budgets and Form 1530 (FTE Employees by Program) at the time of the release of the information to the public by the Board;
 - b. Agendas and minutes of all Public Board Meetings and all attachments thereto (available to the public) at the time of distribution to the Board;
 - c. Bargaining unit members' information as follows: a list of teachers showing their names, addresses and telephone numbers, seniority lists, available scattergrams and names of members being evaluated;
 - d. Copies of all documents sent to bargaining unit members concerning positions, assignments, leaves of absence, retirements, transfers, resignations, terminations, suspensions, layoffs and contract status.
- A.30.2 The Board will, within five days, provide the Association, upon request, notification of positions postings, applicants for positions and successful applicants.
- A.30.3 The Board will provide the Association, upon request, any information that would be provided under the Freedom of Information/Protection of Privacy Act, or the Financial Information Act.

ARTICLE A.31 EDUCATION ASSISTANTS

- A.31.1 All education assistants hired to assist teachers in carrying out their responsibilities and duties in the classroom shall be under the direct instructional supervision of a teacher and general employment supervision of an administrator and shall be covered by the following sections. It is understood that any reference to education assistants in this article is not limited to those positions with the title "Education Assistant", and also includes all support staff positions that are or may be hired to assist teachers in carrying out their responsibilities and duties in the classroom.

- A.31.2 Education assistants shall assist teachers in, but not assume primary responsibility for, the following duties:
- a. designing, supervising and assessing educational programs,
 - b. providing instruction to individual students and groups of students,
 - c. evaluating students,
 - d. maintaining student records or reporting to parents, and
 - e. other duties, related to the teacher's classroom or educational program, which are assigned by the teacher to whom the assistance is being provided.
- A.31.3 Education assistants shall not be utilized by the Board to replace qualified teachers.
- A.31.4 Administrators shall have responsibility for completing evaluation reports on the performance of education assistants, after consultation with the teacher(s) to whom the assistance is being provided.
- A.31.5 For purposes of this article, a teacher includes an administrator during the time the administrator is performing teaching duties in accordance with the School Act and Regulations.
- A.31.6 The administrator of the school will consult with the School Staff Committee and other appropriate staff when assigning non-dedicated and dedicated education assistant time.
- A.31.7 References to Teacher Assistant(s) elsewhere in this agreement will be understood by the parties to refer to Education Assistants.

ARTICLE A.32 LABOUR DISPUTES

- A.32.1 All employees covered under this Agreement shall have the right to refuse to cross or refuse to work behind a picket line. Any employees failing to report for duty for this reason shall be considered to be absent without pay.
- A.32.2 Failure to cross a picket line encountered in carrying out School Board business shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action by the board.
- A.32.3 The Board shall not request, require, nor direct teachers covered under this agreement to do work or carry out duties normally performed by employees engaged in a strike, or locked out, nor shall the Board direct teachers to request pupils to carry out such duties.

- A.32.4 If a picket line appears at a school, the Superintendent or designate and the President of the Association or designate will meet as soon as possible to discuss the situation and any decisions or guidelines developed at this meeting will be made available to teachers and administrators.

ARTICLE A.33 LIAISON COMMITTEE

- A.33.1 A liaison committee consisting of three (3) members appointed by the Board and three (3) members appointed by the Saanich Teachers' Association will be established to discuss matters of concern or recommendations brought forward by either party. This committee will meet monthly during the school year or follow an alternative schedule if agreed to by the parties. The purpose of the liaison committee is to promote the cooperative resolution of workplace issues. All concerns and/or recommendations will be dealt with as expeditiously as possible by the Board and/or the Association.
- A.33.2 As part of the Board's yearly budget formulation, the Committee shall review professional and support service staffing levels within the District and make such recommendations to the Board as the Committee believes appropriate.
- A.33.3. The Committee shall make recommendations to the Board regarding amendments, if any, which the Committee believes should be implemented to the Board's school-based funding methodology, in order to achieve and/or maintain the Committee's recommended staffing levels in District schools.

ARTICLE A.34 RIGHT TO REPRESENTATION

- A.34.1 A teacher has the right to be accompanied by a representative of the Association at meetings with the employer as specified in other sections of this Collective Agreement.
- A.34.2 Teachers shall have the right to adjourn a meeting with the employer at any time to seek representation or seek advice.
- A.34.3 A representative of the Association shall be released from teaching duties to attend the meeting(s) referred to above if the employer determines that the meeting(s) take place during instructional time. In such cases TTOC costs shall be borne by the employer.
- A.34.4 The Association may determine which representative will attend a meeting between the employer and an employee when it is appropriate for an Association representative to be in attendance.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

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

- a. Effective July 1, 2022
 - i. \$427 to each step of the salary grid; and
 - ii. 3.24%

- b. Effective July 1, 2023
 - i. by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2022 (Cost of Living Adjustment) to a minimum of 5.5% and a maximum of 6.75%, calculated as per B.1.9

- c. Effective July 1, 2024
 - i. by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2023 (Cost of Living Adjustment) to a minimum of 2.0% and a maximum of 3.0%, calculated as per B.1.9

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

- a. Teachers employed on the date of ratification and who were employed on July 1, 2022 shall receive retroactive payment of wages to July 1, 2022.

- b. Teachers hired after July 1, 2022 and who were employed on the date of ratification, shall have their retroactive pay pro-rated from their date of hire to the date of ratification.

- c. Teachers who retired between July 1, 2022 and the date of ratification, shall have their retroactive pay pro-rated from July 1, 2022 to their date of retirement.

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

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

- B.1.4 The following allowances shall not be adjusted by the percentage increases in B.1.1 above:
- a. Per Diems
 - b. Housing
 - c. Pro D (unless formula-linked to the grid)
 - d. Clothing
 - e. Classroom Supplies
- B.1.5 Effective July 1, 2022, each local salary grid shall be restructured to eliminate the first step of each grid.
- B.1.6 Effective July 1, 2023, the local salary grids are amended to provide a 0.3% increase to the top step of the salary grid.
- B.1.7 Effective July 1, 2024, the local salary grids are amended to provide a 0.11% increase to the top step of the salary grid.
- B.1.8 Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.

B.1.9 2023 and 2024 Cost of Living Adjustments (COLA)

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

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

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

Local Provisions:

B.1.10 Except as specified elsewhere in this agreement, the salary categories will be established, and professional staff shall receive placement, in accordance with years of preparation and certification as most recently determined by the Teachers' Qualification Service.

<u>CATEGORIES:</u>	Years of acceptable Professional training <u>beyond Grade 12</u>	<u>Previous Category</u>
4	4	Professional Conditional & Bachelor of Education Elementary
4+	4+	
5	5	Professional Basic
5+	5+	
6	6	Professional Advanced

B.1.11 GRID

Basic Scale Effective July 1, 2022

Step	Cat 4	Cat 4+	Cat 5	Cat 5+	Cat 6
0					
1	\$ 54,906	\$ 54,906	\$ 60,309	\$ 64,255	\$ 65,641
2	\$ 57,324	\$ 57,324	\$ 63,285	\$ 67,477	\$ 68,948
3	\$ 59,743	\$ 59,743	\$ 66,261	\$ 70,697	\$ 72,257
4	\$ 62,163	\$ 62,163	\$ 69,237	\$ 73,919	\$ 75,564
5	\$ 64,582	\$ 64,582	\$ 72,214	\$ 77,141	\$ 78,872
6	\$ 67,002	\$ 67,002	\$ 75,191	\$ 80,363	\$ 82,181
7	\$ 69,421	\$ 69,421	\$ 78,167	\$ 83,585	\$ 85,489
8	\$ 71,841	\$ 71,841	\$ 81,144	\$ 86,807	\$ 88,797
9	\$ 74,258	\$ 74,258	\$ 84,120	\$ 90,028	\$ 92,105
10	\$ 79,736	\$ 79,736	\$ 90,571	\$ 96,971	\$ 99,222

Basic Scale Effective July 1, 2023

Step	Cat 4	Cat 4+	Cat 5	Cat 5+	Cat 6
0					
1	\$ 58,612	\$ 58,612	\$ 64,380	\$ 68,592	\$ 70,072
2	\$ 61,193	\$ 61,193	\$ 67,557	\$ 72,031	\$ 73,602
3	\$ 63,776	\$ 63,776	\$ 70,734	\$ 75,469	\$ 77,134
4	\$ 66,359	\$ 66,359	\$ 73,910	\$ 78,908	\$ 80,665
5	\$ 68,941	\$ 68,941	\$ 77,089	\$ 82,348	\$ 84,196
6	\$ 71,524	\$ 71,524	\$ 80,266	\$ 85,788	\$ 87,728
7	\$ 74,107	\$ 74,107	\$ 83,443	\$ 89,227	\$ 91,259
8	\$ 76,690	\$ 76,690	\$ 86,621	\$ 92,667	\$ 94,791
9	\$ 79,271	\$ 79,271	\$ 89,798	\$ 96,105	\$ 98,322
10	\$ 85,358	\$ 85,358	\$ 96,957	\$ 103,808	\$ 106,217

Basic Scale Effective July 1, 2024

Step	Cat 4	Cat 4+	Cat 5	Cat 5+	Cat 6
0					
1	\$ 60,371	\$ 60,371	\$ 66,311	\$ 70,649	\$ 72,174
2	\$ 63,029	\$ 63,029	\$ 69,584	\$ 74,192	\$ 75,810
3	\$ 65,689	\$ 65,689	\$ 72,856	\$ 77,733	\$ 79,448
4	\$ 68,350	\$ 68,350	\$ 76,128	\$ 81,276	\$ 83,085
5	\$ 71,009	\$ 71,009	\$ 79,401	\$ 84,818	\$ 86,722
6	\$ 73,670	\$ 73,670	\$ 82,674	\$ 88,361	\$ 90,360
7	\$ 76,330	\$ 76,330	\$ 85,947	\$ 91,904	\$ 93,997
8	\$ 78,991	\$ 78,991	\$ 89,219	\$ 95,447	\$ 97,634
9	\$ 81,649	\$ 81,649	\$ 92,492	\$ 98,988	\$ 101,271
10	\$ 88,012	\$ 88,012	\$ 99,972	\$ 107,036	\$ 109,520

ARTICLE B.2 TTOC PAY AND BENEFITS

- B.2.1 The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- B.2.2 For the purposes of Employment Insurance, the employer shall report for a Teacher Teaching on Call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
- B.2.3 A TTOC shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee they are replacing is entitled to claim.
- B.2.4 TTOCs shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
- B.2.5 TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement. [Note: PCA B.2.5 is not currently applicable in SD63 (Saanich). See B.2.7 for pay in lieu of benefits]
- B.2.6 Rate of Pay:
- An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

Local Provisions:

- B.2.7 A teacher teaching on call (TTOC) shall be entitled to an additional eight percent (8%) per diem in lieu of benefits for that assignment. Such payment on scale shall be retroactive to the first day of the assignment.
- B.2.8 A TTOC's service shall not be considered broken by a non-instructional day or a strike/lockout during the same assignment.
- B.2.9 In the event that a TTOC's assignment is interrupted by the return of the teacher who is being replaced, and that teacher is again absent within one (1) working day, the TTOC shall be reassigned and such assignment shall be deemed not to have been broken for purposes of salary or other provisions of this Agreement which depend upon length of assignment.
- B.2.10 A non-instructional day occurring during the same TTOC assignment in excess of four (4) consecutive days shall count as a day of work, provided the teacher attends the day's activities with the prior approval of their Administrative Officer.

- B.2.11 If a TTOC is in an assignment in excess of four (4) consecutive days, their services shall not be considered broken if they are absent due to illness, not in excess of two (2) consecutive days during the same assignment. A medical certificate may be requested by the Board.
- B.2.12 A TTOC who is engaged for a full day, but who is utilized for only a portion of that day, shall be paid a full day's wage.
- B.2.13 a. For pay purposes, no TTOC assignment shall be for less than 0.4 of a day, except for a teacher who is being paid on scale at the time of the on-call assignment.
- b. TTOCs, who are being paid on scale, shall be paid an hourly rate which is one-fifth (1/5) of the equivalent per diem of that teacher's placement on scale, for the time on the assignment, the per diem rate being 1/200 of the teacher's annual salary on scale. [See LOU #104 Part-Time Teachers' Pay for On-call Work for amendments.]
- B.2.14 TTOCs shall be paid on a bi-weekly basis excluding July and August, payment to be made not later than eight (8) days after the pay period end date. The Board agrees to provide to each school in September a TTOC payroll pay date schedule for the forthcoming year.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B.3 is not applicable in S.D. No. 63 (Saanich).

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

B.5.1 In this Article:

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

B.5.2 Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.

B.5.3 The BCTF Plan shall be made available in all districts not included in Article B.5.2.

B.5.4 The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

B.5.5 The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

B.5.6 If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.

B.5.7 Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:

- a. between September 1 and September 30 or December 15 and January 15 in any school year;
- b. no later than sixty (60) days following the commencement of employment.

B.5.8 An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days’ written notice to the employer.

B.5.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.

- B.5.10 Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
- B.5.11 The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

B.7.1 Private Vehicle Damage

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

B.7.2 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

- B.8.1 Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
- B.8.2 A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
- B.8.3 An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 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.
- B.8.4 An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
- B.8.5 Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
- B.8.6 Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
- B.8.7 An employee's accumulation in the Plan including their interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
- B.8.8 Interest earned by the Plan in the months of April through August shall be retained by the employer.
- B.8.9 The employer shall inform employees of the Plan at the time of hire.
- B.8.10 Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

PCA Article B.9.1 to B.9.3 is not applicable in SD No. 63 (Saanich). See B.9.4 below.

Local Provisions:

B.9.4 The annual salary of teachers shall be paid twice monthly for a ten month period, September to June, and the pay dates shall be on the 15 or the 16 when the 15 falls on a Sunday of each month and the last banking day of each month in that period.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

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

B.10.2 The mileage reimbursement rate established in Article B.10.1 shall be increased by \$0.05/kilometre for travel that is approved and required on unpaved roads.

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

PCA Article B.10.4 does not apply in School District No. 63 (Saanich)

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

ARTICLE B.11 BENEFITS

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

B.11.2 The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.

B.11.3 Teachers Teaching on Call (TTOCs) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 percent (100%) of the premium costs.

B.11.4 The Provincial Extended Health Benefit Plan shall allow for dual coverage and the coordination of benefits.

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

Local Provisions:

B.11.5 Group Insurance

The Board has agreed to participate in the group insurance plan in which upon implementation there were at least 50 percent (50%) of the eligible applicants who became members. Premiums will be shared on the basis of the Board paying 80 percent (80%) and the teacher paying 20 percent (20%). All teachers entering the employ of this school district on or after January 1, 1969 are required to participate in the BCTF-BCSTA Group Insurance Plan under the terms specified. The information outlining the Group Insurance Plan will be sent to all teachers when they are first hired by the Employer.

B.11.6 Medical Coverage

Teachers holding a continuing or temporary position may participate in the B.C. Medical Plan (MSP). The premiums will be shared 80 percent (80%) by the Board and 20 percent (20%) by the teacher.

B.11.7 Extended Health Plan

The Board will participate in the Provincial Extended Health Benefit Plan in which a minimum 70 percent (70%) teacher membership is required from the District. The premiums will be shared 80 percent (80%) by the Board and 20 percent (20%) by each participating teacher.

B.11.8 Dental Plan

The Board will participate in a Dental Plan. Premiums will be shared 80 percent (80%) by the Board and 20 percent (20%) by the participating teacher.

B.11.9 Continuation of Fringe Benefit Premiums

Where a teacher is on medical leave of absence, following the termination of statutory sick leave, the Board will continue to provide its share of the premiums during the period a teacher is in receipt of BCTF Salary Indemnity fund benefits and, where necessary, a further period of one calendar year where the teacher is in receipt of benefits from a long-term disability salary continuance plan for each of the plans the teacher was a participant in at the time the absence began.

B.11.10 Benefit Plans Improved Coverage

The Board shall provide funding to provide for the improvements (outlined below) to the benefit plan coverage.

a. Dental

- \$2000 maximum on orthodontics

[Note: Effective July 1, 2015, orthodontics lifetime maximum is per the provincial minimum.]

- to add orthodonture coverage for adults

- yearly maximum on plans (A & B) = \$2500

[Note: Provincial minimums are funded in accordance with the 2013-2019 Provincial Memorandum of Agreement.]

b. Life

- schedule B coverage instead of schedule A

B.11.11 Employee/Family Assistance Plan

The parties agree to mutually develop and implement an Employee Assistance Program, the costs of which shall be paid 60 percent (60%) by the Board and 40 percent (40%) by the Association, provided that the total annual cost of such program is \$17,000.00 or less, including implementation costs in the first year.

ARTICLE B.12 CATEGORY 5+

B.12.1 Eligibility for Category 5+

- a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
- i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
 - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
 - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
- b. Post undergraduate diplomas agreed to by the TQS; or
- c. Other courses or training recognized by the TQS.

B.12.2 Criteria for Category 5+

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

B.12.3 Salary Rate Calculation

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

B.12.4 Application for Category 5+

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

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

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

ARTICLE B.14 EXPERIENCE RECOGNITION

- B.14.1 Effective July 1, 2022 employees who have worked as a teacher (or in a BCTF bargaining unit equivalent position) in British Columbia while employed by:
- a. a First Nation, as defined in section 1 of the *School Act*, that is operating a school;
 - b. a Community Education Authority, as established by one or more participating First Nations under the *First Nations Jurisdiction over Education in British Columbia Act (Canada)*, that is operating a school; or
 - c. a treaty First Nation that is operating a school under the treaty First Nation's laws;

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

Local Language

ARTICLE B.26 EXPERIENCE RECOGNITION

- B.26.1 Dependent on the teacher producing satisfactory evidence, previous teaching experience accumulated up to the time they are hired by the Board will be recognized for salary purposes as follows:
- a. Relevant/equivalent teaching experience gained in government-supported and inspected public schools in all countries will be recognized in full.
 - b. All other teaching experience, including private and independent schools, colleges, and universities, will be subject to assessment and approval prior to the recognition and granting of any credit for such experience. Previous teaching experience will be evaluated by the Superintendent or designate.
 - c. Every effort must be made to submit the notice of application for documentation to the Secretary-Treasurer within thirty (30) teaching days of the first day of classroom instruction.
 - d. Pay for previous teaching experience will be retroactive to the first day of classroom instruction, provided that the required documentation is received by the Secretary-Treasurer on or before May 31 in the same school year. In the event of extenuating circumstances the Board will extend the May 31 date.

ARTICLE B.27 INCREMENT DATES

- B.27.1 The increment date shall be September 1 or January 1 following the month in which applicable experience accumulated is achieved.
- B.27.2 Eight (8) months of full time employment in any one (1) year, or its equivalent as described below, shall constitute a year's experience for increment purposes.
- B.27.3 Teachers appointed in the B.C. Public Schools as part-time teachers shall accumulate experience credit proportional to the percentage of time they are employed. When the accumulative experience over a number of years is equal to eight (8) months full time employment, the increment date provisions shall apply.
- B.27.4 Periods of part-time employment equated to full time employment may be added to periods of full time employment for accumulation towards years of credit.

ARTICLE B.28 CHANGE IN SALARY CATEGORY

- B.28.1 Any teacher who intends to apply for a change in salary category must notify the Human Resources Department in writing by September 15 in which case the change in salary category becomes effective for payroll purposes on September 1 in that school year. Any teacher who intends to apply for a change in salary category must

notify the Human Resources Department in writing by January 15 in which case the change in salary category becomes effective for payroll purposes on January 1 in that school year.

- B.28.2 In the case of teachers improving salary category, satisfactory evidence shall be provided by the teacher to the Human Resources Department on or before November 30 in that year in order to become effective as of September 1 in that school year, or before April 30 in that year in order to become effective as of January 1 in that school year. If no documentation or other satisfactory evidence is produced to the Board by the said November 30 or April 30 the teacher will be paid on the basis of their salary category held previously.

ARTICLE B.29 RECOGNITION OF NON-TEACHING EXPERIENCE

- B.29.1 On the teacher producing satisfactory documentary evidence:
- a. The Board will pay a teacher above scale placement if the previous non-teaching experience of a teacher is considered valuable commensurate with their teaching position.
 - b. If this teacher in subsequent teaching service no longer offers sufficient instruction in the original subject area then their remuneration above scale may be subject to revision. The Association will be notified if a teacher is placed on a different scale than their certification and/or experience warrants.
 - c. Previous non-teaching experience will be evaluated by the Superintendent or designate.

ARTICLE B.30 LETTERS OF PERMISSION

- B.30.1 Persons holding a letter of permission with or without university training will be placed in a category as determined after evaluation of each individual's qualifications by the Superintendent or designate.

ARTICLE B.31 PART TIME TEACHERS' PAY AND BENEFITS

- B.31.1 Part-time employees shall be paid their applicable scale placement, prorated on the basis of that portion of the instructional week actually worked.
- B.31.2 When a statutory holiday falls on a normal school day (Monday - Friday) and a part-time teacher is not scheduled to work on that day, the teacher shall be granted equivalent time-off, prorated on the basis of the teacher's assignment, with the Board assuming the cost of the teacher teaching on call (TTOC).

B.31.3 Teachers who transfer from a full time assignment to a part-time assignment under Article C.15.1 may, for pension purposes, request and shall be granted a leave of absence from the full time position, so as to be eligible to purchase pensionable service in accordance with the Pension (Teachers) Act.

[Note: For Part Time Teachers' Terms and Conditions, see Article C. 15.]

ARTICLE B.32 DISTRICT POSITIONS OF SPECIAL RESPONSIBILITY

- B.32.1 Teachers may be assigned to the following categories of positions of special responsibility at the District level:
- a. District Support Teacher
 - b. Any other District Position of Special Responsibility created by the Board.
- B.32.2 The Board shall create a profile of duties and responsibilities for each of the above categories, after consultation with the incumbents occupying the positions in each category and the Association. The Board shall maintain the profiles so that they remain current, in consultation with the Association and the incumbents.
- B.32.3 The Board will consult with the Association and appropriate staff whenever a new District Position of Special Responsibility is planned, or when the duties of existing positions are to be changed within the above categories. When such positions are created or changed, the allowance to be paid shall be the subject of negotiation between the Board and the Association.
- B.32.4 The Board will not eliminate District Positions of Special Responsibility within the above categories without consultation with the Association or change District Positions of Special Responsibility without consulting both the incumbent(s) and the Association.
- B.32.5 Vacancies in positions of special responsibility in the bargaining unit shall be posted in all schools and centres of the School District and may be advertised externally. Such postings or advertisements shall include a general description of the vacant position, a general description of the necessary qualifications as defined in Article E.14.4, a general description of the requirements of the position, the percentage of time of the assignment and the yearly allowance which applies.
- B.32.6 Successful applicants must possess the necessary qualifications as defined in Article E.14.4 and must be able to perform the requirements of the special responsibility position. Where two or more applicants have equal qualifications and requirements to perform the responsibilities of the position, the teacher with the greatest seniority shall have preference.
- B.32.7 Teachers selected to fill positions of special responsibility shall be awarded continuing status, with the percentage of time to be spent in the position to be established by the Board. The term of a position of special responsibility at the District level shall normally be three (3) years, renewable at the Board's discretion. When educational

needs require, the Board may, after consulting with the Association, create a new position or renew an existing position for a term of less than three (3) years.

B.32.8 The annual allowances applicable to positions of special responsibility shall be as set-out in Article B.33. Such allowances shall be pro-rated in accordance with the percentage of time the incumbent is assigned to the position in each year. The allowance at the District level shall not be pro-rated to less than 50 percent (50%) for the period of the assignment. However, the allowance for a teacher assigned to a District Position of special Responsibility as of February 1, 2003, shall remain pro-rated at 70 percent (70%) as long as they remain in the position.

ARTICLE B.33 ALLOWANCES

B.33.1 All increases in allowances in Article B.33 of this Agreement will be computed as part of the negotiated increase on scale.

B.33.2 MIDDLE SCHOOL BASED ALLOWANCES

a. Co-ordinators in middle schools will be paid an allowance of:

Effective July 1, 2022	\$	4,838.93
Effective July 1, 2023	\$	5,165.56
Effective July 1, 2024	\$	5,320.53

b. Department heads in middle schools will be paid an allowance of:

Effective July 1, 2022	\$	2,423.66
Effective July 1, 2023	\$	2,587.26
Effective July 1, 2024	\$	2,664.88

c. Grade or subject chairperson in middle schools will be paid an allowance of:

Effective July 1, 2022	\$	1,321.68
Effective July 1, 2023	\$	1,410.89
Effective July 1, 2024	\$	1,453.22

B.33.3 SECONDARY SCHOOL BASED ALLOWANCES

a. Co-ordinators in secondary schools will be paid an allowance of:

Effective July 1, 2022	\$	5,283.09
Effective July 1, 2023	\$	5,639.70
Effective July 1, 2024	\$	5,808.89

- b. Department heads in secondary schools will be paid an allowance of:

Effective July 1, 2022	\$	2,638.55
Effective July 1, 2023	\$	2,816.65
Effective July 1, 2024	\$	2,901.15

- c. Subject chairpersons at the secondary school level will be paid an allowance of:

Effective July 1, 2022	\$	1,321.68
Effective July 1, 2023	\$	1,410.89
Effective July 1, 2024	\$	1,453.22

B.33.4 DISTRICT POSITIONS OF SPECIAL RESPONSIBILITY ALLOWANCES

- a. District Support Teachers appointed to a District Positions of Special Responsibility will be paid an allowance of:

Effective July 1, 2022	\$	10,557.79
Effective July 1, 2023	\$	11,270.44
Effective July 1, 2024	\$	11,608.55

B.33.5 SCHOOL BASED ALLOWANCES

Teachers assigned to Positions of Special Responsibility in schools may receive the full allowance as an addition to their salary or, at their request, may have the equivalent amount assigned to a school based account for their use for purposes of professional development or for release time for the preparations of materials and services or for the support of special projects, after consultations between the Principal and the teacher. The request to have a school based account established must be made to the District prior to September 15 of the school year or, when the assignment starts later than September 1, within ten (10) school days of the start of the assignment. All funds must be expended during the school year in which the funds were assigned. Unspent funds may not be carried forward into the next school year.

ARTICLE B.34 ON CALL HOSPITAL / HOMEBOUND TEACHERS

- B.34.1 The Board shall appoint up to two (2) continuing contract teachers to provide hospital/homebound services, whose assignment(s) will vary in accordance with the level of service provided and shall be paid in accordance with Article B.2.14.

- B.34.2 The District's requirements for hospital/homebound services shall be first offered to the continuing contract teacher(s) appointed under B.34.1, before teachers-on-call are assigned.
- B.34.3 When a teacher teaching on call (TTOC) is assigned in accordance with this article, the TTOC shall be paid on an hourly rate of one-fifth (1/5) of the equivalent per diem of that teacher's placement on scale.
- B.34.4 Hospital/Homebound teachers who are required, in the performance of their duties, to use their personal vehicles for travel to and from more than one (1) work location in any day shall be reimbursed at the Board's mileage rate for all such additional travel.

ARTICLE B.35 NO CUT IN SALARY AND/OR BENEFITS

- B.35.1 No teacher presently on staff will incur a reduction in salary because of the implementation of this Agreement.

ARTICLE B.36 PART MONTH PAY AND DEDUCTION

- B.36.1 The daily rate for a day's pay and/or a day's deduction under this Agreement shall be 1/200 of the current annual salary of the teacher in question.
- B.36.2 Teachers shall be paid one-tenth (1/10) of their current annual salaries in respect of each month, September to and including June, in which they work all prescribed school days.
- B.36.3 In the event that a teacher commences work on any day other than the first prescribed school day in a month, or takes unpaid leave and as a result does not work all prescribed school days in a month, that teacher shall be deducted pay in that month on the basis of Article B.36.1, for each day not taught in that month.

ARTICLE B.37 EARLY RETIREMENT/ CAREER CHANGE INCENTIVE PLAN

- B.37.1 Eligibility:
- a. Age 55 or 30 years of pensionable service.
 - b. Fifteen years of FTE service with the District.
 - c. Retire from teaching in this School District.
 - d. Be at maximum step on the salary scale.
 - e. Teachers must retire at a term or semester break between November 1 and January 31.

- f. Teachers shall notify the Board in writing no later than May 1 prior to the year of retirement.

B.37.2 Retirement Allowance:

Teachers qualifying for this plan will be paid a retirement allowance based on the following:

At age 55 - 60	25% of annual salary on scale
At age 61	20% of annual salary on scale
At age 62	15% of annual salary on scale
At age 63	10% of annual salary on scale
At age 64	5% of annual salary on scale

B.37.3 Part time teachers will receive the allowance pro-rata to the percentage of time actually worked averaged over the last five years of service prior to retirement date.

B.37.4 The retirement allowance can be paid over two years in one or two installments as requested by the teacher.

B.37.5 It is understood and agreed by both the Board and the Association that whenever possible teachers new to the District that are hired as a result of the retirement will be at Step 1 of the salary scale.

ARTICLE B.38 WORK OUTSIDE THE SCHOOL YEAR

B.38.1 If the Superintendent requests a teacher, or if the Superintendent approves the total staff or teacher request to work on any day beyond the days in session as defined in Article D.14.2, such work will be voluntary. Such teacher(s) will be paid at 1/200 of the teacher's annual salary and be entitled to applicable benefits or granted equal time off during the school year in lieu of pay at the teacher(s) option. The option will be selected at the time of the request.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

- C.2.1 Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
- C.2.2 Porting Seniority
- a. Despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in B.C.
 - b. Seniority Verification Process
 - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within one hundred and twenty (120) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
- C.2.3 Teacher Teaching on Call (TTOC)
- a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
 - b. For the purpose of calculating seniority credit:
 - i. Service as a TTOC shall be credited:

1. one half (1/2) day for up to one half (1/2) day worked;
2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.

[Note: see C.2.7 for local language]

- ii. Nineteen (19) days worked shall be equivalent to one (1) month;
 - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
- c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.

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

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

Local Provisions:

C.2.7 In this article, “seniority” applies to continuing and temporary status teachers and means a teacher’s aggregate length of service in the employment of the Board, inclusive of service in temporary positions, continuing positions and teacher teaching on call (TTOC) assignments. For the purpose of calculating seniority prior to September 1, 1993, any amount of part-time teaching was prorated. Effective September 1, 1993, for the purpose of calculating seniority, any part of a day of service as a TTOC shall equate to a full day, and any period in a part-time position shall equate to full time.

C.2.8 In addition to the provisions of Article C.2.7, seniority shall also include:

- a. TTOC seniority accumulated pursuant to PCA Article C.2.3 and C.16.6; and
- b. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

C.2.9 When the seniority of two (2) or more teachers is equal pursuant to Article C.2.7 and C.2.8, the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.

C.2.10 When the seniority of two (2) or more teachers is equal pursuant to Article C.2.9, the teacher 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.

- C.2.11 When the seniority of two (2) or more teachers is equal pursuant to Article C.2.10, the teacher with the greatest accumulated FTE time in this school district shall be deemed to have the greatest seniority.
- C.2.12 For the purposes of this article, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board, except:
- a. maternity leave, to a maximum of two (2) years per child;
 - b. educational leave, of up to two (2) years;
 - c. leave for duties with the Association or the B.C. Teachers' Federation;
 - d. secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program or the Teacher Regulation Branch;
 - e. time for illness covered by B.C. Teachers' Federation salary indemnity fund or long-term disability insurance;
 - f. leave for teaching with Department of National Defence or Canadian Universities Services Overseas, to a maximum of two (2) years;
 - g. all other leaves approved by the Board to a maximum of two (2) years;
 - h. Compassionate Care Leave pursuant to G.2.
- C.2.13 For the purposes of this article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of two (2) years, or by layoff and recall pursuant to Article C.5. Seniority credits ported from S.D. No. 63 (Saanich) to another school district pursuant to Article C.2.2 shall not be recognized unless such credits are subsequently ported back to S.D. No. 63 (Saanich) pursuant to Article C.2.2.
- C.2.14 Any approved leave of absence shall be deemed not to break continuity of service.
- C.2.15 The Board shall, by November 1, forward to the Association a list of all teachers employed by the Board, in order of seniority calculated according to Article C.2.9 to C.2.14 above setting out the amount of seniority for each teacher as of September 1 of that year.
- C.2.16 The Association shall bring to the attention of the Superintendent any errors in the seniority list on or before December 1. If the Association does not so notify the Board by December 1, the list shall be deemed to be accurate for that year.
- C.2.17 The Board agrees to provide to the Association copies of the Board's notification pertaining to members' positions, leaves, resignation, termination, layoff and recall, transfer.

ARTICLE C.3 EVALUATION

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

[Note: See also Article E.19 Teacher Evaluation]

ARTICLE C.4 TTOC EMPLOYMENT

C.4.1 Experience Credit

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

C.4.2 Increment Date for Salary Grid Placement

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

Local Language

ARTICLE C.5 LAYOFF, RECALL AND SEVERANCE PAY

C.5.1 Layoff

- a. The Board and the Association agree that increased length of service in the employment of the Board entitles continuing status teachers commensurate increase in security of teacher employment. This layoff and recall article applies to continuing status teachers.
- b. When the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- c. In this article, “necessary qualifications” in respect of a teaching position means a reasonable expectation, based on any or all of the following: certifications, training, education, experience, enrollment in relevant courses and past teaching performance of a teacher, that the teacher will be able to perform the

duties of the position in a satisfactory manner following a reasonable period of familiarization.

- d. The Board shall give each teacher it intends to layoff pursuant to this article as much notice as reasonably possible but at least thirty (30) days' notice in writing, such notice to be effective at the end of the school term or semester, and to contain the reason for the layoff. The Board shall concurrently forward a copy of such notice to the Association. Teachers who are laid off shall be placed on a layoff/recall list.

C.5.2 Recall

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer recall to the teacher under the conditions outlined in Article C.5.2.e who has the most seniority among those laid off pursuant to this article, provided that the teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority, provided that teacher possesses the necessary qualifications, and the process shall be repeated until the position is filled.
- b. A teacher who is offered recall shall inform the Board whether or not the offer is accepted, within forty-eight (48) hours of the acknowledged receipt of such offer, exclusive of weekends and statutory holidays.
- c. The Board shall allow ten (10) days from an acceptance of an offer under Article C.5.2.b for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed.
- d. A teacher's right to recall under this article is lost:
 - i. if the teacher refuses to accept two (2) positions for which they possess the necessary qualifications;
 - ii. forty (40) school months elapse from the date of layoff under this article and the teacher has not been recalled.
- e. Upon recall, a teacher shall retain their recall status even though this recall may be for a specified term and/or for a percentage of employment different from their recall status. This permits the Board to employ teachers on the recall list in temporary assignments without jeopardizing the teacher's right to recall otherwise contained in this agreement.
- f. A teacher recalled pursuant to this article shall be entitled to all sick leave credit accumulated at the date of layoff.

- g. A teacher who retains rights of recall pursuant to Article C.5.2 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement by payment of the full costs of such benefits to the Board, in advance, subject to the approval of the insurance carrier and provided that the teacher is not otherwise employed.
- h. The responsibility for maintaining regular contact and filing a current telephone number and address with the District Administrator responsible for personnel will be with the teacher. If the first contact with the teacher cannot be made by telephone, a double registered letter will be sent to notify the teacher of the job offer.

C.5.3 Severance Pay

- a. A teacher who is laid off under Article C.5.1.b and C.5.1.d, shall be entitled to the following severance pay:
 - i. one (1) week's pay for less than five (5) months' teaching service with the Board;
 - ii. one (1) additional week's pay for each five (5) months' teaching service or portion thereof with the Board thereafter to a maximum of one year's salary.
- b. A teacher who receives severance pay pursuant to this article, and who, notwithstanding Article C.5.2.a, is subsequently rehired by the Board, shall retain one week's pay for every five (5) school months they have been laid off. The remainder shall be returned to the Board. The payback will be by lump sum payment or by salary deductions over a six-month period, the method of payback to be selected by the individual teacher.
- c. One (1) week's pay shall be defined as 5/200th of the annual salary grid placement.

ARTICLE C.12 CONTRACT OF EMPLOYMENT

- C.12.1 All teachers employed by the Board shall be continuing status except for teachers teaching on call (TTOCs) and temporary status teachers.
- C.12.2 The Board may appoint teachers to temporary positions of a specified term only in the following circumstances:
 - a. to replace, for a period of one (1) school year or less, a teacher during that teacher's leave of absence; or
 - b. to fill a temporary vacancy that arises during the school year, to the end of that school year, or

- c. upon completion of twenty (20) consecutive teaching days or more in one (1) TTOC assignment and for a term to coincide with the return of the teacher being replaced, or June 30, whichever comes first. At the end of such assignment the teacher shall be entitled to re-engagement pursuant to Article C.12.4 below.
- C.12.3 The Board agrees to provide the Association, by November 1 of each year, with the following:
- a. a list of temporary status teachers in the employ of the Board;
 - b. a list of all teachers on leave of absence;
 - c. a list of those positions referred to in Article C.12.2.b above.
- C.12.4 Teachers who have been employed by the Board in one (1) or more temporary positions shall be entitled to further continuing or temporary positions as they become available during the next twenty-four (24) months following the last day of employment. The teachers selected for available positions shall be those with the greatest seniority, provided they possess the necessary qualifications for the positions available.
- C.12.5 Teachers who have been employed by the Board on one (1) or more temporary positions shall be granted a continuing status after the completion of fifteen (15) aggregate months over a period of four (4) years.
- C.12.6 The Board may move to dismiss for less than satisfactory teaching performance a newly hired continuing status teacher, in their first ten (10) months of employment only, if that teacher has received two (2) less than satisfactory reports pursuant to the conditions laid out in Articles C.14.1 to C.14.6 AND subject to the appropriate conditions of Articles C.14.12 and C.14.13. All evaluations shall be made pursuant to Article E.19.

ARTICLE C.13 DISMISSAL AND DISCIPLINE FOR MISCONDUCT; JUST AND REASONABLE CAUSE; DUE PROCESS

- C.13.1 The Board shall not discipline or dismiss any person bound by this agreement save and except for just and reasonable cause.
- C.13.2 Where any employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of that fact and of the particulars of any allegations immediately unless reasonable grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board, and the employee shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation.

- C.13.3 Unless the Association waives the right to such meeting, the Board shall not suspend (other than a suspension to which Section 15(5) of the School Act reasonably applies) or dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
- a. the employee and the Association shall be given seventy-two (72) hours' notice;
 - b. at the time such notice is given, the employee 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. at such meeting 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, to call witnesses, and to question any person presenting evidence to the Board;
 - 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.
- C.13.4 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 the foregoing provisions, unless the right to such meeting is waived by the Association.
- C.13.5 The Board shall not release to the media or the public information in respect of the discipline or dismissal of a teacher while it is under arbitration or before the courts. At other times, the Board shall not release the information except after first attempting to issue a joint press or information release, and failing this, either party shall notify the other of the general content of a release.
- C.13.6 Notwithstanding Article A.6 (Grievance Procedure) where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that article.
- C.13.7 At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.24 (Personnel Files) may be presented.
- C.13.8 Where an employee has been suspended on grounds set out in Section 15(4) of the School Act, the employee shall be reinstated with full pay for the period of such suspension, unless on the final disposition of the matter, the teacher is convicted of the

offence charged; or the Board proceeds according to Article C.13.1 in which case an arbitrator shall have final authority in the matter.

ARTICLE C.14 DISMISSAL FOR CAUSE BASED ON PERFORMANCE

- C.14.1 When a final report written in accordance with Article E.19 (Teacher Evaluation) is issued and indicates a less than satisfactory situation, the Association shall be notified and a plan for improvement shall be prepared.
- C.14.2 Where possible, the plan for improvement will be developed jointly by the teacher, a representative of each of the Association and the Board who shall meet within seven (7) days of the issuance of the report. Should the parties not agree, then the Board shall develop the plan. If deemed necessary, the plan may provide for the immediate placement of the teacher in a remedial program away from the classroom.
- C.14.3 The Board shall be responsible for the costs of the plan.
- C.14.4 Should it be determined during the development of the plan that extenuating circumstances are affecting the teacher's performance, then referral of the teacher to appropriate resources shall be considered.
- C.14.5 A second report writing cycle shall be initiated on the completion of the improvement plan or after three (3) months have passed from the issuance for the first report, whichever occurs first. The second report shall be written by a report writer (Superintendent, Deputy Superintendent and Assistant Superintendent) different from the first report writer.
- C.14.6 During the second report writing cycle, a minimum of one observation to a maximum of one-half (1/2) of the visits shall be unannounced.
- C.14.7 Should the second report indicate a satisfactory situation, the next report shall be written pursuant to Article E.19.3 (Teacher Evaluation).
- C.14.8 Should the second report indicate a less than satisfactory situation, the Association shall be notified and the plan for improvement as outlined in Article C.14.2 shall be reviewed and if deficiencies have not been corrected, the plan will be extended. A third report writing cycle shall be initiated on the completion of the extended improvement plan or after at least thirty (30) teaching days have passed from the issuance of the second report. The third report may be written by either the first evaluator, the Superintendent, or a Deputy Superintendent or an Assistant Superintendent as determined by the Superintendent.
- C.14.9 The third report shall be written in a period not less than twelve (12) calendar months and not more than twenty-four (24) calendar months from the date of issuance of the first report.
- C.14.10 Should the third report indicate a satisfactory situation, the next report shall be written pursuant to Article E.19.3 (Teacher Evaluation).

- C.14.11 The Board may dismiss for cause a teacher who has received three consecutive less than satisfactory reports, pursuant to Article E.19 (Teacher Evaluation) in a period of not less than twelve (12) calendar months nor more than twenty-four (24) months, exclusive of leaves of absence.
- C.14.12 If the third report indicates a less than satisfactory situation and the Board intends to dismiss the teacher, the Board shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.
- C.14.13 Where the Board dismisses a teacher for a less than satisfactory teacher performance the teacher shall be entitled to thirty (30) calendar days notice.

ARTICLE C.15 PART-TIME TEACHERS TERMS AND CONDITIONS

- C.15.1 A full-time teacher may, without prejudice to their position, request a part-time assignment. The teacher shall specify the fraction of time and the period for which the part-time assignment is requested, at the time of making the request. The Board shall not unreasonably deny such requests.
- C.15.2 A teacher, who receives a part-time assignment under Article C.15.1, shall be entitled to return to a full time assignment, similar to the one previously occupied, at the start of the school year immediately following expiration of the part-time assignment. The teacher may return to a full time assignment at an earlier date, or may extend the period of the part-time assignment, upon the approval of the Board.

[Note: For Part Time Teachers' Pay and Benefits see Article B.31.]

ARTICLE C.16 TEACHERS TEACHING ON CALL, TERMS AND CONDITIONS OF EMPLOYMENT

- C.16.1 a. The Board shall maintain an on-call list of teachers holding valid B.C. Teacher Certificates, who have applied to have their names placed on the list for the current school year, and who have been approved for such inclusion by the Superintendent or designate.
- b. Once approved for inclusion under sub-section (a), the Board shall not remove a teacher from the on-call list during that school year except for just and reasonable cause, with written reasons to be given to the affected teacher and a copy to the Association.
- c. The Board shall forward a copy of the on-call list to the Association in the months of October and January of each school year, and copies of any updated lists.

- C.16.2 A non-certified teacher teaching on call (TTOC) will be hired, pursuant to section 19(2) of the School Act, only when no qualified, certified TTOC is available.
- C.16.3 The deployment of TTOC within a particular school is the responsibility of the Administrative Officer, who will, under normal circumstances, have the TTOC assume only the duties of the teacher they are replacing. For sound educational reasons, an administrative officer may request a TTOC to take an assignment different than that of the teacher they are replacing.
- C.16.4 A TTOC in the same assignment for twenty (20) teaching days is entitled to earn sick leave credits at the same rate as continuing status teachers and those credits will be applied when the teacher gains continuing status.
- C.16.5 TTOCs who are assigned full time shall accumulate experience credit for increment purposes pursuant to Article B.27, with twenty (20) days of such service equaling one (1) month of service.
- C.16.6 TTOC service shall be recognized for purposes of seniority under Article C.2 after twenty-five (25) days aggregate in any one (1) school year, and will be credited when the teacher is appointed to a temporary or continuing position. *[Note: See also PCA Article C.2.3]*
- C.16.7 Work Week for TTOCs
- TTOCs may aggregate no more than 1.0 time during a school week. In the unusual circumstance that it is necessary to have a TTOC aggregate more than 1.0 time in a week the Saanich Teachers' Association shall be notified and be given the reasons.
- C.16.8 When the Board posts and fills a vacancy under Article E.13 and E.14, and when no qualified applicant is available from any of the categories set-out in Article E.14.2, the Board will consider the applications from TTOCs who have taught in the District for fifty (50) or more days in the ten (10) teaching months immediately preceding their application. Thereafter, the Board may consider the application(s) from any other applicant.
- C.16.9 a. In addition to the provisions of this article, the following articles of this Agreement shall apply to TTOCs:
- union recognition
 - union membership and dues deduction
 - picket lines
 - no discrimination
 - sexual harassment
 - placement on scale/experience recognition
 - basic scale
 - salary
 - TTOC pay and benefits
 - reimbursement for personal property loss
 - category 5+

- term and renegotiation
- health and safety
- posting and filling of vacancies
- seniority
- personnel files
- change in certification
- non-instructional days
- professional autonomy
- extra-curricular activities
- hours of instruction/prep time
- supervision
- recognition of previous teaching experience
- recognition of non-teaching experience
- copy of agreement
- letters of permission
- annual increments
- no salary reduction
- grievance procedure
- professional development funding
(as per Article F.15.1.c)

b. The following will apply after a TTOC has been in the same assignment for fifteen (15) or more teaching days or twenty-five (25) aggregate teaching days in the previous twelve (12) calendar months:

i. Time lost through injury (benefits for which the Board is responsible will extend for the number of days equivalent to the teacher's service in the District in the twelve (12) calendar months prior to the accident).

c. Retired Teachers acting as TTOC's

A Teacher who has retired and who has applied to have their name on the TTOC List may be added to the TTOC List for those instructional areas in which the teacher is qualified and the district has a shortage of available qualified TTOCs. The teacher shall not receive rights to temporary positions (C.12.2.c), benefits (B.2.4) or pay-in-lieu of benefits (B.2.5 and B.2.8), pension contribution, sick leave credits (C.16.4), experience (C.16. 5), or seniority credit (C.16.6). The teacher shall be restricted to teaching in the instructional areas identified in the TTOC List.

C.16.10 TTOC Evaluation

a. The purpose of evaluation is to provide an accurate and objective record of performance which may include:

- professional qualities
- classroom management
- instructional skill.

- b. Evaluation reports under this article shall be written independently by:
 - an Administrative Officer of the school involved; or
 - any other employee who is qualified pursuant to the School Act and Regulations.
- c. A TTOC, who has attained at least fifty (50) or more days in the ten (10) teaching months immediately preceding their application and who has taught ten (10) accumulated days in the school, or who has taught thirty (30) days, or portions thereof, in the same assignment in the District is eligible for and may request an evaluation from an Administrative Officer in that school. Only one (1) evaluation may be requested in any twenty (20) teaching month period.
- d. Where necessary, the TTOC may arrange with another teacher for a teaching time to complete the evaluation. This teaching time will be voluntary on the part of the TTOC.
- e. The report shall be a short report consisting of one (1) or two (2) visits by the Administrative Officer, whichever is mutually agreeable.
- f. During the evaluation cycle, there will be pre and post discussions between the evaluator and the TTOC.
- g. Reports shall be based on observations and objective data collected and discussed by the evaluator with the TTOC. The report shall include a statement which reflects the relationship between teaching assignment, training, expertise and experience in the assignment.
- h. Involvement or non-involvement in extra-curricular activities, participation in union activities or matters not directly related to teaching duties shall not form any part of the evaluation or evaluation report on a TTOC. However, a TTOC may request an attachment to the report on any additional voluntary activities in which they are involved with students, staff or professional organizations.
- i. The TTOC may request an attachment to the report that contains information on any up-grading or professional development stemming from the report.
- j. The final report will be presented within fifteen (15) teaching days of the last observation.
- k. In the event of a disagreement between the report writer and the TTOC over the content or wording of the draft report, which cannot be resolved through discussion, the TTOC may submit a written comment and have it attached to the report.
- l. Discussions, observations and the final report shall be based upon the criteria outlined on the TTOC Evaluation Form. The completed form will comprise the written report.

- m. A copy of the report will be placed in the TTOC's file at the School Board Office.
- n. The report will be considered an official report for hiring purposes.

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

D.1.1 The Board and the Association agree to the following class size maximums:

**	Split/Primary Intermediate (Grades 3 & 4)	24 students
	Intermediate Class (Grades 4 & 5)	27 students
**	Split/Multi Intermediate Class (Grades 4 & 5)	25 students
	Middle School Class	29 students
	Middle School Split Class	26 students
*	Special Education (High Incidence/Low Cost)	15 students
** *	Special Education (Low Incidence/High Cost)	10 students
	Secondary English/French Immersion Language Arts	27 students
**	Multi-Programmed/Minimum Essentials (Gr. 9-12)	25 students
	Any other class (Grade 9 through 12)	30 students
	 Total Middle/Secondary Weekly Teaching Load	 200 students

*Includes appropriate support services.

**The flexibility factor in D.1.4 shall not apply.

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

D.1.2 It is agreed 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 the curriculum being presented to the students;

- d) the range and extent of services other than classroom teaching;
- e) the physical restrictions of equipment and space, particularly in specialty subject areas; and
- f) secondary school programming to complete course or subject requirements for graduation.

- D.1.3 A school staff including administration will develop the class organization which best utilizes professional staff and serves the needs of students in compliance with class size limits as in D.1.1, except for D.1.8.
- D.1.4 After September 30 of each year the size of the class shall not exceed the maximum set out in D.1.1 by more than 2 students.
- D.1.5 A class which includes students with behavioural challenges, learning difficulties or special needs shall be smaller than D.1.1, the number to be determined through consultation and consensus among the teacher, the principal and District staff, and to reflect the support services provided. The flexibility factor expressed in D.1.4 shall not apply.
- D.1.6 A lab oriented science class or workshop where student safety is a factor shall be limited to 24 students provided space and workstations are available.
- D.1.7 The Board agrees that the requirements of the class size maximums set out above in D.1.1 will be given paramount consideration when determining the annual budget of the District.
- D.1.8 A larger grouping of students may be requested by the teacher to fulfill a particular educational purpose, such request to be in writing with a copy to the Association.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local Language

- D.2.1 The Board and the Association recognize that a goal in the district is to integrate students with special needs into regular classrooms in neighbourhood schools for part, or all of their programs. The following integration process shall be used in the planning and placement of students with special needs.
- D.2.2 In this Article, “School Based Team” shall consist of the broad range of professionals available within the school and the district who serve the needs of students with special needs, including:
- a) teacher(s) who teach or will be teaching the student,
 - b) an administrative officer from the school,
 - c) a learning assistance and/or counsellor and/or integration support teacher from the school,

- d) district staff when requested, and when appropriate:
- e) the student's parent(s) or guardian(s), and
- f) the student.

The School Based Team may be augmented by representatives from community agencies in an advisory capacity.

D.2.3 Identification

The District Screening Committee shall consist of:

- a) the Assistant Superintendent of Schools (Student Services),
- b) a district Psychologist,
- c) a representative of the Saanich Administrators' Association,
- d) a representative of district staff (alternating according to the program being recommended),
- e) two representatives of the Saanich Teacher's Association

For the purposes of this article students with special needs are:

- a) those students who have been referred by a School Based Team and then identified by the District Screening Committee within the following categories:

1. Low Incidence categories:
 Multiple Handicapped
 Trainable Mentally Handicapped
 Severely/Profoundly Handicapped
 Physically Handicapped
 Visually Impaired
 Hearing Impaired
 Autistic
2. High Incidence categories:
 Severe Learning Disabled
 Educable Mentally Handicapped
 Severe Behaviour
 Rehabilitation

and

- b) Students entering the district at first year primary, or from other districts, who have been previously identified according to Ministry Guidelines as students with special needs.

Where the School Based Team disagrees with a decision of the District Screening Committee the School Based Team may request reconsideration of the decision by the District Screening Committee.

D.2.4 Placement

When a student with special needs is enrolled in a school, placement shall not occur until the School Based Team has considered the students educational, medical and special needs together with the composition of the receiving class and the terms of this agreement.

The School Based Team will identify conditions and factors for the successful integration of the student with special needs prior to placement in accordance with Article D.2.6. If there are conditions or factors recommended by the School Based Team that are necessary to the safety and/or successful integration of the student that are not able to be met prior to placement, the School Based Team will advise the Board who will seek an alternate temporary arrangement for the student. No student with special needs shall be placed in a classroom until clear emergency evacuation procedures (suitable to the needs of the student), have been established and posted.

The Board shall limit to two (2) the number of such students integrated into any regular class.

Planning for integration of students with special needs shall occur in the spring of each school year for placement for the following September. Exceptions to September placement may be made for students new to the district in mid-year or for newly identified student with special needs.

D.2.5. Individual Educational Program (IEP)

An Individual Educational Program shall be developed for each student with special needs. The classroom teacher will be involved in but shall not be solely responsible for, the development of the IEP. Members of the School Based Team shall share the responsibility for the development and implementation of the IEP and parents shall be part of this process.

D.2.6 School Based Team

The School Based Team provides a forum for discussion and decision making, assists the teacher and district staff in the development of a program which addresses the student's special needs. This program is articulated in the IEP. The School Based Team may make recommendations on some or all of the following areas. The Superintendent or designate will make every reasonable effort to implement the recommendations.

a) Resource Requirements:

After consultation between the School Based Team and the child's parent/guardian, the extent of human and educational resources necessary to meet the needs of the child to be integrated shall be determined. It is the responsibility of the Board to ensure, where practicable, that resources necessary to integrate a student with special needs are available prior to or concurrently with the placement of a special needs student in any class.

- b) Facility and Equipment
Any renovations needed to the classroom, washrooms, or school building, as determined by the School Based Team, in consultation with the Superintendent of Physical Plant, shall be completed before integration begins where the student to be integrated is identified in the spring. Where a new student is to be placed mid-year such renovations shall be completed as soon as practicable.
- c) Teacher Assistant Allocation
An appropriate teacher assistant budget shall be allocated to the school. The School Based Team will make decisions relating to the use of the special education teacher assistant budget allocated to the school. If there is an unanticipated need during the school year, the School Based Team may request an additional budget allocation and the Board shall make every reasonable effort to meet the request.

D.2.7 Personal/Health Care Support — See Article D.27.1

D.2.8 Supervision

The classroom teacher shall not be responsible for the supervision of physically handicapped/medically fragile (Level 2 and 3) students:

- a. during coffee and lunch breaks for special needs support staff. Appropriate replacement assistance shall be provided to the teacher.
- b. before and after regular class hours. Provision for the supervision of integrated students shall be the responsibility of the school administrative officer and/or the Board.

D.2.9 In-Service Professional Development

Time for appropriate professional development for all school based staff affected by the placement shall be arranged prior to or concurrently with the placement of a student with special needs. The amount and scheduling of professional development shall be mutually agreed by the teacher and the administrative officer in consultation with district staff. Where the teacher is requested by the Board and volunteers to participate in professional development activities, at a time they are not scheduled to work, that teacher shall be paid at the rate of 1/200 of salary for each day of in-service or, at the teacher's discretion, time off in lieu of such payment.

D.2.10 School Based Team/Consultation Funding

The Board shall establish a district-wide fund in the total annual amount of \$35,000.00 per annum, the purpose of which is to provide release time for school-based team meetings and teacher/teacher assistant consultations. The school staff committee and the administrative officer shall jointly determine the portions of each school's allocation which will be applied for the above purposes.

A joint committee of the Board and the Association shall review annually the methods of allocation of the district-wide fund and the level of expenditures at each school of the funds allocated to that school and shall determine how the district-wide fund will be allocated for the next school year.

ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:50.9 ESL/ELL students	Former LOU No. 5 (2000)

ARTICLE D.4 PREPARATION TIME

PCA Article D.4 does not apply in School District No. 63 (Saanich). See Article D.15

ARTICLE D.5 MIDDLE SCHOOLS

PCA Article D.5 does not apply in School District No. 63 (Saanich).

ARTICLE D.6 ALTERNATE SCHOOL CALENDAR

D.6.1 In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.

D.6.2 When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The

aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.

- D.6.3 The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
- D.6.4 If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
- D.6.5 The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
- D.6.6 In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
- D.6.7 The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
- a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - d. The hearing shall commence within a further ten (10) working days; and
 - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
- D.6.8 Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

Local Language

ARTICLE D.13 SUPPORT FOR INCLUSION OF SPECIAL NEEDS STUDENTS

ARTICLE D.14 REGULAR WORK YEAR FOR TEACHERS

Pursuant to the standard school calendar established by legislation and regulation:

- D.14.1 The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year.
- D.14.2 a. The regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year excluding Saturdays and Sundays, statutory holidays, Winter break and Spring break. If the last Friday in June falls on or before June 25 the regular work year will end on June 30.
- b. The first day of Winter break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Saturday or Sunday then the school shall reopen on the following Tuesday.
- c. The first day of Spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
- D.14.3 The regular work year for teachers shall include no fewer than five (5) non-instructional days for professional development and/or parent-teacher interviews and/or report card preparation;
- D.14.4 Four (4) days of one hour early dismissal shall be provided each year for the purpose of facilitating parent-teacher interviews.
- D.14.5 Teachers of Kindergarten students shall be provided five (5) consecutive instructional days after the opening day for phased-in Primary 1 student entry.
- D.14.6 The last day in the regular work year shall be an administrative day and no teacher shall be required to offer instruction.
- D.14.7 Subject to the approval of the Superintendent, the opening day of a school may be shortened for some or all of the students of the school and may provide for different dismissal times for different students of the school.
- D.14.8 As a part of their regular duties, part-time teachers shall participate in attendance on Non-Instructional Days as follows:
- a. Part-time teachers who work part of each day shall participate in a Non-Instructional Day on at least a pro-rated basis to the teacher's assignment;
- b. Part-time teachers who do not work on each instructional day shall participate in a Non-Instructional Day for their normal instructional time when the Non-Instructional Day occurs on that day of work;

- c. Part-time teachers requested by the administrator to participate in a Non-Instructional Day longer than their scheduled time, or on a day not scheduled for work, shall be compensated in the form of pay or time-in-lieu as set out in Article B.38.1, the form of such compensation to be determined by the teacher

[Note: For work outside the school year, see Article B.38.]

ARTICLE D.15 HOURS OF INSTRUCTION/PREP TIME

D.15.1 The instructional time for full-time teachers shall not exceed:

- a. 25 hours per week for elementary teachers;
- b. 27 hours per week for middle school teachers;
- c. 27.5 hours per week for secondary teacher.

Instructional time shall be defined as time during the instructional week devoted to the teaching of courses and lessons, and shall include time assigned to supervise curricular activities, including study periods, prep time, recess, period changes and the “morning break.”

[Note: The Instructional Hours listed in D.15.1 could be different as a result of agreements between the Association and Employer on an alternate school calendar]

D.15.2 The Board and the Association recognize that preparation time can be of education benefit. Each school shall organize in such a manner that will provide preparation time for every teacher as follows:

- a. A full-time teacher assigned to an elementary school shall be entitled to a minimum of one hundred ten (110) minutes each week for preparation time. (One hundred twenty (120) minutes effective July 1, 2023.)
- b. Effective September 1, 1991, a full-time teacher assigned to a middle school shall be entitled to a minimum of one hundred thirty five (135) minutes each week for preparation time.
- c. A full-time teacher assigned to a secondary school shall be entitled to a minimum of 12 ½% of the instructional time in that school.

D.15.3 Part-time classroom teachers with an assignment of 0.4 FTE or more shall be entitled to pro-rated non-instructional preparation time.

D.15.4 Elementary prep time will be allotted in blocks of not less than twenty (20) minutes.

D.15.5 Assignments shall be scheduled in consecutive teaching blocks allowing for a maximum break in instruction of one (1) hour per day in elementary schools and one (1) instructional block per day in secondary schools.

ARTICLE D.16 HOME EDUCATION

D.16.1 Educational services required for home education students as defined in School Act, Part II, Div. 4, Sec. 12 & 13 and School Act Regulations, Section (3), shall be provided by one of the following:

- a. an administrative officer,
- b. a teacher teaching on call (TTOC),
- c. a full-time teacher provided with additional release time, mutually agreed upon by the teacher and the applicable administrative officer, or
- d. a part-time teacher through an appropriate percentage increase in their teaching assignment, mutually agreed upon by the teacher and the applicable administrative officer.

ARTICLE D.17 SUPERVISION DUTIES

D.17.1 No teacher shall be required to perform school supervision duties during the school's regularly scheduled noon intermission.

D.17.2 In addition to Article D.17.1 above, no teacher shall have more than thirty (30) minutes per week of required supervision duty.

D.17.3 In the application of Article D.17.2 above, the staff of each school, including the administrative officer, shall agree on the required supervision duties and shall ensure that such duties are assigned in an equitable manner.

ARTICLE D.18 PARENT TEACHER INTERVIEWS

D.18.1 The Board agrees that parent/teacher interviews constitute informal reports pursuant to *School Act Regulation Section 4. (2)(b)*.

ARTICLE D.19 TECHNOLOGICAL CHANGE

D.19.1 Definition

Technological change shall be defined as:

- a. the introduction by an employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously used by the employer in that work, undertaking or business; or
- b. a change in the manner, method or procedure in which the employer carries on their work, undertaking or business that is related to the introduction of that equipment or material.

D.19.2 Notice and Discussion

When the Board is considering a technological change it will inform the Association. When the Board intends to introduce a technological change which affects the terms, conditions of employment of a number of teachers to whom the collective agreement applies and alters significantly the basis on which the collective agreement was negotiated, the Board shall notify the Association in writing. Such notice shall be given at least ninety (90) days before the introduction of the technological change. As soon as possible, once such notice is given, the Board agrees to discuss the matter with the Association.

D.19.3 Information

- a. The notice of intent to introduce a technological change shall contain:
 - i. the nature of the change;
 - ii. the effective date of the change;
 - iii. the approximate number, type and location of teachers likely to be affected by the change;
 - iv. the effects or anticipated effects on the teachers concerned.
- b. The Board shall update this information as new developments arise and modifications are made.

D.19.4 Negotiation

Once notice of a technological change has been given, the Board shall, at least sixty (60) days before the intended change, negotiate with the Association ways in which employees in the bargaining unit who will be affected can adjust to the effects of the technological change. These adjustments will include but will not be limited to retraining, transfer, severance and safety considerations. Should the parties fail to reach agreement, the outstanding problems would be subject to resolution through the Grievance Procedure, Article A.6 of this Agreement.

D.19.5 The Board will provide access to appropriate technology for teachers to perform duties consistent with modern practice. This shall include computers and peripherals in the workplace to complete report cards and maintain assessment records as well as access to the internet at the worksite.

D.19.6 Where a change in technology requires teachers to change their practice in the use of that technology, the Board shall provide access to training to facilitate that change. Training would normally take place during in-service sessions.

D.19.7 Resulting Agreements

When the parties agree to appropriate solutions to the problems arising out of the intended technological changes, the solutions shall be prepared as a Letter of Agreement between the parties and such letters of agreement shall have the same affect as the provisions of the existing agreement and shall be subject to the grievance procedure.

ARTICLE D.20 CHANGES IN EDUCATIONAL ORGANIZATION

D.20.1 When the Board is considering a major educational reorganization in the District it will inform the Association. When the Board intends to introduce the change which affects the terms, conditions of employment of a significant number of teachers to whom the collective agreement applies or alters significantly the basis on which the collective agreement was negotiated, the Board shall notify the Association in writing. Such notice shall be given at least ninety (90) days before the introduction of the change. As soon as possible, once such notice is given, the Board agrees to discuss the matter with the Association.

D.20.2 Information

- a. The notice of intent to introduce the change shall contain:
 - i. the nature of the change;
 - ii. the effective date of the change;
 - iii. the approximate number, type and location of teachers likely to be affected by the change;
 - iv. the effects or anticipated effects on the teachers concerned.
- b. The Board shall update this information as new developments arise and modifications are made.

D.20.3 Negotiation

Once notice of the change has been given, the Board shall, at least sixty (60) days before the intended change, negotiate with the Association ways in which employees in the bargaining unit who will be affected can adjust to the effects of the change. These adjustments will include but will not be limited to retraining, transfer, severance and safety considerations.

Should the parties fail to reach agreement, the outstanding problems would be subject to resolution through the Grievance Procedure, Article A.6 of this agreement.

D.20.4 Resulting Agreements

When the parties agree to appropriate solutions to the problems arising out of the intended changes, the solutions shall be prepared as a Letter of Agreement between the parties and such letters of agreement shall have the same affect as the provisions of the existing agreement and shall be subject to the grievance procedure.

ARTICLE D.21 EXTRA CURRICULAR ACTIVITIES

- D.21.1 In this agreement extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school which are beyond the regularly scheduled hours of instruction.
- D.21.2 While the Board and Association agree that extra-curricular activities are an important aspect of a pupil's life and encourage participation in extra-curricular activities, it is recognized that a teacher's participation in extra-curricular activities is voluntary.
- D.21.3 Teachers volunteering for extra-curricular activities will be deemed to be under the employ of, and supervised by, the employer.
- D.21.4 Neither the Board nor the Association shall require any teacher to engage in or withdraw extra-curricular activities during the term of this agreement.
- D.21.5 Extra-curricular activities shall not form any part of job descriptions, posting, hiring or evaluation (see Article E.19.11.c) of any teacher.

ARTICLE D.22 STAFF MEETINGS

- D.22.1 Staff Meetings held under the authority of School Act Regulation shall be in the form of monthly school staff meetings and emergent school staff meetings.
- D.22.2 At the start of each school year, the Principal shall consult with the school staff or the school staff committee to jointly determine procedures and guidelines for monthly and emergent school staff meetings. These procedures and guidelines shall address matters such as: agenda setting, circulation of agendas, frequency of meetings, place, duration, notice and procedures for absences from the meeting. Once determined, these matters will be outlined and copies distributed to each staff member by October 1 of each year.
- D.22.3 Regular school staff meetings which are additional to the monthly staff meetings shall be scheduled only with the agreement of the staff through the process described in Article D.22.2.
- D.22.4 With the exception of school startup at the beginning of each school year or semester change, regular school staff meetings will be limited to one and one half (1.5) hours after the meeting is called to order.

- D.22.5 Summary notes of the meetings, including a list of those in attendance at the meeting, shall be written, circulated to all staff members and retained in the school.
- D.22.6 Teachers are responsible for being informed about the business of staff meetings.

ARTICLE D.23 SUPPORTIVE, SECURE, POSITIVE WORKING ENVIRONMENT FOR TEACHERS

- D.23.1 The Board and the Association agree that teachers must have a supportive, secure, and positive working environment in which they can practice their profession. The Board and the Association will work together to ensure that such a working environment exists for all teachers.
- D.23.2 Where a teacher has a concern with their working environment identified in Article D.23.1 the matter will be dealt with in the manner prescribed in Board Policy titled A Supportive, Secure, Positive Working Environment for Teachers.
- D.23.3 No employee shall be subject to reprisal or discipline as a result of raising an issue covered by this Article.

ARTICLE D.24 DISTRICT HEALTH AND SAFETY COMMITTEE

- D.24.1 A District Health and Safety Committee shall be established in accordance with the provisions of the *Occupational Health and Safety Regulations of the Workers' Compensation Act*. The Committee shall be comprised of an equal number of representatives of the Association, the Board and other employee groups. All teachers appointed shall be selected by the Association annually.
- D.24.2 The District Health and Safety Committee shall assist in creating a safe and healthful place of work and learning, and shall recommend actions which improve the effectiveness of the health and safety program.
- D.24.3 The purpose of the District Health and Safety Committee will be to ensure that site-based Health and Safety Committees fulfill those functions mandated by the *Occupational Health and Safety Regulations*, and as necessary to:
- a. Provide recommendations to the Board (or a committee of the Board) to assist in maintaining a healthy and safe work environment.
 - b. Recommend measures required to attain compliance with the *Workers' Compensation Act and Regulations*.
 - c. Review unsafe or unhealthy working conditions or employee actions, which have been reported and investigated.
 - d. Ensure that copies of the health and safety publications required by the *Workers' Compensation Act and Regulations* are provided at each worksite.

- D.24.4 Health and Safety Committees shall be established in each school or worksite and will follow procedures as required and outlined by the *Workers' Compensation Act and Regulations*. Where such committees are not required, health and safety matters will be addressed by the District Health and Safety Committee.
- a. Association representatives of the site-based Health and Safety Committees will be appointed by the School Staff Committee prior to the commencement of the first Joint Health and Safety Committee (JHSC) meeting.
 - b. Administration shall approach the school staff committee chairperson(s) to request that representatives be selected. Administration shall only approach individual teachers when the School Staff Committee is unable to appoint a member to the JHSC.
 - c. The functions of the site-based committees will be as follows:
 - i. To ensure that regular inspections have been carried out.
 - ii. To ensure that accident investigations have been carried out.
 - iii. To monitor compliance with the *Regulations*.
- D.24.5 The District Health and Safety Committee shall meet at least once per month during the school year or follow an alternative schedule if agreed to by the parties.
- D.24.6 The District Health and Safety Committee shall record the proceedings of the Committee and forward the minutes promptly to the employer and Association.
- D.24.7 When an employee member of the District Health and Safety Committee is required to perform a function of the Committee during the school day, the Board shall provide the employee with release time necessary to perform this function.

ARTICLE D.25 WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)

- D.25.1 The Board shall ensure that the Workplace Hazardous Materials Information System (WHMIS) is fully implemented at all worksites in the District.
- D.25.2 The Board shall provide an education program, which shall be reviewed annually by the District Health and Safety Committee to ensure that employees working with or in proximity to hazardous materials understand the WHMIS labels and the Material Safety Data Sheets (MSDS), and are fully instructed in the precautionary measures concerning specific materials.

ARTICLE D.26 SAFETY OF WORKING CONDITIONS

- D.26.1 Where an employee believes that a work condition may be unsafe, they shall report such condition to the Administrative Officer/Supervisor. The matter shall be resolved at the worksite whenever possible.

- D.26.2 Where the matter cannot be resolved promptly at the worksite, it will be referred to the Manager of Health and Safety for resolution and referral to the District Health and Safety Committee.
- D.26.3 A teacher shall, in accordance with the *Occupational Health and Safety Regulations*, have the right to refuse to work if that person has reasonable cause to believe that there exists an undue hazard to their health or safety. Where such cause exists, they shall not be disciplined for refusal to work. The employee shall report the condition immediately and refer the matter to their Administrative Officer or Supervisor and will participate, in accordance with the *Regulations*, in the investigation of the matter.
- D.26.4 Each school will put in place processes to inform regular teaching staff and Teachers Teaching on Call (TTOCs) of health and safety procedures, including emergency procedures, location of first aid facilities, means of summoning first aid and reporting injuries and illnesses, health and safety rules, and hazards to which employees may be exposed.

ARTICLE D.27 STUDENT MEDICATION AND MEDICAL PROCEDURES

- D.27.1 Teachers shall not be called on to administer medication nor administer other medical procedures on a regular or predictable basis.

Trained teaching assistants shall be provided for assisting students with special needs with toileting and changing for physical education, participating in special events during lunch intermission and recess, and during class/instructional time. The Board shall ensure that a trained replacement is provided as required when the assistant is absent from his/her duties for break periods. Teachers of regular classes which include students with special needs shall not be required to perform these duties.

- D.27.2 The Board shall ensure that schools establish systems for administering medication and other medical procedures for students with health conditions after consultation with parents, the family physicians, the public health nurse and other appropriate health officials as required in Board Policy.
- D.27.3 If geographic isolation or other exceptional circumstances prevent the systems outlined in Article D.27.2 from being applicable and teachers are requested to administer medication or other medical procedures, all of the following conditions shall govern:
- a. Teachers volunteer to provide service.
 - b. Written authorization and instructions for administration of medication or medical procedures must be received from the attending physician, confirming that the medication or medical procedure is required.
 - c. The child's parent or guardian has made a written request for the school's assistance and has discussed the situation with school personnel.

- d. Sufficient instructions and training for the teacher have been provided from a qualified health care professional.

D.27.4 Nothing in this article limits or removes the obligation of the teacher to render assistance to the best of their ability in an unforeseen health emergency involving a student.

ARTICLE D.28 LOCAL INVOLVEMENT IN BOARD BUDGET PROCESS

D.28.1 The Board shall make the Association aware of any budget advisory committee convened for the purpose of providing advice to the Board on budget issues.

D.28.2 The Association shall:

- a. have the right to participate on any such committee;
- b. receive, in a timely manner, information necessary in order to prepare a budget presentation or participate in any budget advisory committee meetings;
- c. have the right to speak regarding budget matters at any budget advisory committee meetings; and
- d. have the right to speak on budget matters at Board meetings in accordance with Board policy and at any other public meetings dealing with budget matters.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

- E.1.1 A non-sexist environment is defined as that in which there is no discrimination against employees based on sex, gender identity or expression, including by portraying them in gender stereotyped roles, refusing to acknowledge their identity, or by omitting their contributions.
- E.1.2 The employer does not condone and will not tolerate any expression of sexism. In September of each school year the employer and the local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
- E.1.3 The employer and the local shall promote a non-sexist environment through the development, distribution, integration and implementation of anti-sexist educational programs, activities, and learning resources for both staff and students.
- E.1.4 Prior to October 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

- E.2.1 The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment, including harassment based on the grounds in the *Human Rights Code* of BC.
- E.2.2 The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include:
- a. counselling;
 - b. courses that develop an awareness of harassment;
 - c. verbal warning, written warning, transfer, suspension or dismissal.
- E.2.3 No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- E.2.4 There will be no harassment and/or discrimination against any member of the local because they are participating in the activities of the local or carrying out duties as a representative of the local.

- E.2.5 All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- E.2.6 The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

Definitions

- E.2.7 Harassment includes:
- a. any improper behaviour that would be cruel and/or offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
 - b. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or
 - c. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
 - d. misuses of power or authority such as exclusion, intimidation, threats, coercion and blackmail; or
 - e. sexual harassment.
- E.2.8 Sexual harassment includes:
- a. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
 - b. any circulation or display of visual or written material of a sexual nature that has the effect of creating an uncomfortable working environment; or
 - c. an implied promise of reward for complying with a request of a sexual nature; or
 - d. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

Resolution Procedure

E.2.9 Step 1 – Informal Resolution Process

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

- a. At any point in the Informal Resolution Process, should the administrator determine that a formal process is required, they will stop the informal process and inform the complainant and respondent in writing.
- b. The complainant may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
- c. Before proceeding to Step 2, the complainant may approach their administrative officer, staff representative or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. The assistance may include the administrative officer meeting with the alleged harasser to communicate the concern and the request that the behaviour stop. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- d. If the matter is not resolved, the administrator may meet with the complainant and respondent separately, and may invite them to participate in a facilitated discussion. All parties involved must agree to respect confidentiality.
- e. In the circumstances where a respondent has acknowledged responsibility, the employer may advise the respondent in writing of the standard of conduct expected by the employer. Such a memo shall be non-disciplinary in nature and may be referred to only to establish that the respondent has been advised of the expected standard of conduct.

E.2.10 Step 2 – Formal Complaint Process

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

E.2.11 Step 3 – Formal Resolution Process

- a. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.10.a. The employer may request further

particulars from the complainant, including information about any requested alternative dispute resolution process. Upon the conclusion of such a review, the employer shall:

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

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

- e. Where there is an investigation, the investigation shall be conducted as soon as is reasonably possible and shall be completed in twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.
- f. Participation in mediation or an alternative dispute resolution process (per Article E.2.11.a.ii) shall not preclude an employee from making a new complaint should the harassment continue or resume following this process.

Remedies

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

- a. reinstatement of sick leave used as a result of the harassment;
- b. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
- c. redress of any career advancement or success denied due to the negative effects of the harassment;
- d. recovery of other losses and/or remedies which are directly related to the harassment.

- E.2.13 Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- E.2.14 The local and the complainant shall be informed in writing whether there was a finding of harassment, and whether disciplinary action was or was not taken.
- E.2.15 If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- E.2.16 If the employer fails to follow the provisions of the Collective Agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

Training

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

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

- E.2.18 The awareness program shall include but not be limited to:
- a. the definitions of harassment and sexual harassment as outlined in this Agreement;
 - b. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
 - c. developing an awareness of behaviour that is illegal and/or inappropriate;
 - d. outlining strategies to prevent harassment and sexual harassment;
 - e. a review of the resolution procedures of Article E.2;
 - f. understanding malicious complaints and the consequences of such;
 - g. outlining any Board policy for dealing with harassment and sexual harassment;
 - h. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

Local Language

ARTICLE E.13 POSTING VACANCIES

- E.13.1 In this Article vacancy means a newly created position or an existing position to which a teacher is not assigned and which the Board considers necessary to fill. All teachers in the district are eligible to apply for all vacancies.
- E.13.2 A temporary position does not become a vacancy on expiration of the temporary position if there is an incumbent for the position and that teacher is assigned to that position on a further temporary basis.
- E.13.3 Except in July and August all vacancies known in advance to be of twenty (20) school days duration or longer shall be posted in all schools and the School Board Office for a period of six (6) calendar days. Copies of all postings shall be forwarded at the time of the posting to the Association.
- E.13.4 In July and August all vacancies will be posted at the School Board Office and a copy sent to the Association.
- E.13.5 Every posting shall contain the following information:
- a. Identification of the teaching position to be filled including subject area(s), grade level(s) and work location, full-time or specified part-time and any other salient descriptive information;
 - b. Start date and, if applicable, end date;
 - c. Necessary qualifications pursuant to Article E.14.4.
- E.13.6 Advertisements, application forms and interviews for teaching positions in the district shall not include reference to extra-curricular activities and programs and such matters shall not form part of any position.

ARTICLE E.14 FILLING VACANCIES

- E.14.1 The Board and the Association agree that fair posting and filling practices are desirable and part of a harmonious employment relationship.
- E.14.2 Subject to Article E.14.3, the Board shall, in filling vacancies, give first consideration to applicant teachers with continuing employment status or temporary employment status as described in this collective agreement.
- E.14.3 Where the necessary qualifications of two (2) or more teachers in Article E.14.2 are equal, the teacher with the greatest seniority shall have preference.
- E.14.4 For the purpose of this Article, necessary qualifications means:
- a. academic preparation, certification and training for the position
 - b. experience

- c. past teaching performance
- E.14.5 In filling any position, qualifications shall be those stated in the posting and shall adhere to the definition in Article E.14.4.
- E.14.6 Positions shall be filled within five (5) school days from the end of the posting period provided there are qualified internal applicants.
- E.14.7
- a. If a new or existing position becomes vacant after September 1 and the successful applicant is currently employed in another full-time position or in a part-time position which may conflict with the scheduled assignments of the vacant position, the position will be filled immediately, according to E.14.2, but such filling will not become effective until June 30 of that school year.
 - b. In the intervening period, the position will be filled by a teacher on a temporary basis.
 - c. If the intervening period is less than twenty (20) days, the position may be filled by a teacher teaching on call (TTOC) without re-posting.
- E.14.8 Interviewed teachers shall be notified of the results of the filling and then the name of the successful applicant shall be posted in the same manner as the original posting.

ARTICLE E.15 POSITIONS AND ASSIGNMENTS

- E.15.1 The administrative officer in consultation with the Staff Committee or staff shall meet prior to June 1 as part of the school planning process for the upcoming school year for the purpose of discussing the timetable and staff assignments available for the next school year and, if necessary, any new or existing teaching positions that require filling in the school.
- E.15.2 A school staff including administration will develop the class organization which best utilizes professional staff and serves the needs of students in compliance with class size limits as in D.1.1, except for D.1.9.
- E.15.3 A teacher's assignment shall be based on the qualifications, training, experience, equitable distribution of workload, district seniority and personal preference of the teacher.
- E.15.4 A teacher will be notified as soon as a decision is made to change their assignment.
- E.15.5 Assignments shall not be made or altered for arbitrary or capricious reasons.
- E.15.6 If a proposed assignment change involves an increase of 0.3 FTE or less, such an increase shall not be posted. If a proposed assignment change is greater than 0.3 FTE, that increase constitutes a vacancy and only the increase shall be posted in accordance with Article E.13. *[Note: See also LOU #108 Staffing Process 2019 – 2022]*

- E.15.7 Assignments are to be arranged in such a way as to permit the creation of as many full-time positions as possible provided that:
- a. job sharing and limited part-time opportunities exist pursuant to Article C.15 (Part-time Teachers Terms and Conditions).
 - b. no teacher currently on the school staff involuntarily loses their teaching position in the school as a result of this arrangement.
- E.15.8 A teacher may discuss any concerns with an assignment with the administrative officer. If a concern still exists after the meeting with the administrative officer, the teacher may request a meeting with the Superintendent or designate. The teacher may be accompanied by an Association representative.
- E.15.9 Teachers returning from a leave of absence shall be placed in a position and assignment according to the terms of the clause under which they were granted the leave.
- E.15.10 All teachers granted a leave of absence prior to September 1, 1993 shall return to a position and assignment under the terms agreed to by the teacher and the Board at the time the leave was granted.
- E.15.11 Any teacher granted leave of absence for one (1) year or longer than one (1) year for which there are no return provisions stated in the collective agreement shall be placed in a position comparable to that previously held. Nothing in this article shall prevent a returning teacher from accessing the provisions of Article E.13 and E.14.
- E.15.12 If the Board grants a teacher a leave of absence which is not covered by this collective agreement, for a period of time less than one (1) year, the vacancy shall be filled on a temporary basis according to Article C.12.4 and at the end of the leave of absence the teacher shall return to the same position.

ARTICLE E.16 TRANSFERS

- E.16.1 Transfers may be effected only for the reasons set out in Article E.16.2, E.16.3 E.16.4, and E.17.1 below and as otherwise may be provided for elsewhere in this collective agreement.
- E.16.2 A teacher may be transferred when circumstances warrant and the Association and the teacher in question agree.
- E.16.3 A teacher may be transferred as a result of fluctuating student enrollment within the District.
- E.16.4 Where the conditions of Article E.16.2 cannot be met, and where unique and/or special circumstances exist, the Board may initiate a transfer for educationally sound reasons.
- E.16.5 When, under Article E.16.3, a transfer of a teacher is initiated by the Board from the staff of one school to the staff of another school, such transfer(s) shall be effected in

reverse order of district seniority in the school of origin, unless a more senior teacher from that school agrees to be transferred, provided that the teacher(s) to be transferred possess(es) the necessary qualifications for the position(s) available in the receiving school and the teachers to be retained in the school of origin possess the necessary qualifications for the positions remaining in that school.

- E.16.6 If the Superintendent intends to recommend transfer of a teacher pursuant to the provisions of E.16.4, the Superintendent shall meet with the teacher at least two weeks prior to the recommendation being placed before the Board, except in September, when the teacher shall receive three days notice prior to the Board's transfer decision which shall become effective seven days thereafter. The Superintendent shall inform the teacher of the nature of the transfer and the reasons for it. The teacher, who may be accompanied by a member of the Association, shall have the opportunity to meet with the Human Resources Committee of the Board before the decision to transfer is made.
- E.16.7 The Board may transfer a teacher to a position involving a significantly different grade level or significantly different subject area, only if no vacancies remain in the teacher's existing grade level or subject area for which they have the necessary qualifications. The Superintendent and the teacher, who may be accompanied by a member of the Association, will meet to discuss the support services required, commensurate with the degree of change of position. The Board will approve support services to the teacher upon the recommendation of the Superintendent.
- E.16.8 Any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three school years but shall be eligible for vacant positions.
- E.16.9 Any teacher who is transferred for reasons of projected enrollment decline, position reduction or other similar circumstances shall have the opportunity to return to the position previously held, or to a comparable position if the previous position no longer exists, in the event that the projected circumstance does not occur and provided the return does not necessitate a significant change in the timetable or school organization.
- E.16.10 Any transfer initiated by the Board shall be completed no later than May 15 in a school year for the next school year except when they are necessitated by circumstances not known to the Board by April 1 in the current school year.
- E.16.11 Transfers shall not be effected for disciplinary reasons.

ARTICLE E.17 TEACHER EXCHANGES

- E.17.1 Teachers who hold comparable positions may mutually agree to exchange their positions for a definite or indefinite period of time, provided that the exchange does not constitute an increase or decrease in their point time and FTE and is subject to the approval of the Superintendent. Such approval shall not be unreasonably denied.
- E.17.2 The terms of an approved teacher exchange under this clause shall be written and shall set out the duration of the exchange. Copies of the exchange agreement will be sent to the Board, the Association and the teacher.
- E.17.3 Where a teacher involved in an exchange under this article is subject to layoff, forced transfer due to declining enrolment, discipline, or other unforeseen circumstance that might affect the terms of the exchange, within two years, the exchange will be terminated and the affected teachers will be deemed to have returned to their original schools, for staffing purposes. Nothing in this article precludes the Association and the Board from negotiating some other resolution.

ARTICLE E.18 FALSELY ACCUSED TEACHER ASSISTANCE

- E.18.1 When a teacher has been accused of child abuse or sexual misconduct in the course of performing their duties as an employee of the Board and:
- a. an investigation by the Board has concluded that the allegation of child abuse or sexual misconduct is not true; or alternatively
 - b. the Board concludes there is substance to the accusation, and
 - i. the teacher is acquitted of all criminal charges relating to the accusation, if criminal charges are laid; and
 - ii. an arbitrator, if applicable, considering the Board's discipline or dismissal of the teacher concludes that no discipline for child abuse or sexual misconduct is warranted.
 - c. the teacher shall then be entitled to assistance from the Board in accordance with the following sections.
- E.18.2 The teacher, the Superintendent or designate, and the President of the Association or designate shall discuss and, when they believe it is necessary, establish a mutually agreeable plan of assistance to facilitate the teacher's successful return to teaching duties. Such assistance plans may, without limiting generality, include the following:
- a. specialist counselling and/or medical assistance for the teacher or teacher's family;
 - b. leaves of absence, either paid or unpaid as the circumstances warrant;

- c. first priority for the teacher to transfer to any vacant position for which they possess the necessary qualifications;
 - d. where requested by the teacher, provision of factual information to parents by the Board.
- E.18.3 Subject always to Article E.18.4 below, the Board may, at its discretion, indemnify the teacher for a portion of their legal costs incurred in defending against the criminal charges arising out of the allegation, provided in order to be eligible for such consideration, the teacher must notify the Board as soon as possible after becoming aware of the charges.
- E.18.4 Article E.18.3 notwithstanding, the Board shall in no event be responsible to indemnify a teacher for any legal costs should the teacher subsequently be found guilty of any criminal activity arising out of the allegation.

ARTICLE E.19 TEACHER EVALUATION

[Note: Also see Article C.3 Evaluation]

- E.19.1 The purpose of supervision and evaluation is to provide an accurate and objective measurement and record of performance which may include the following considerations:
- improvement of instruction
 - promotion of professional development
 - promotion of effective schools
 - promotion of optimal student growth
- E.19.2 a. The only report on the work of a teacher shall be as a result of this evaluation process and shall be written on the District form. All evaluation reports shall be written by the evaluator and shall be based on the evaluator's personal observations.
- b. Evaluation reports under this article shall be written independently by one of the following:
- i. an Administrative Officer of the school involved,
 - ii. the Superintendent of Schools,
 - iii. the Assistant Superintendent of Schools,
 - iv. the Director of Instruction,
 - v. any other Board employee who is qualified pursuant to the School Act and Regulations.

- c. The teacher may request the Superintendent to appoint a different evaluator, if the teacher has reasonable grounds to believe the evaluator assigned is biased, and such request shall not be unreasonably denied.
- E.19.3 The Principal of the applicable school or the Superintendent may require that an evaluation be initiated on any teacher when they have an educationally sound reason to believe it is necessary to do so, or when requested by a teacher, but in any event not less than once every five (5) years.
- E.19.4 Reports shall be written in one of two formats: a full report, or a short report.
- E.19.5 A full report will be the result of a supervisory cycle which shall be based on no fewer than three observations and under normal circumstances, not more than six observations. A short report will be based on at least one observation and unless agreed upon, no more than three observations. Unannounced observations may be made by mutual agreement but in the case of disagreement, not more than half (1/2) the visits shall be unannounced.
- E.19.6 Periods chosen for observation shall not be at abnormal or inappropriate times and no observations shall be made in the first twenty (20) teaching days of an assignment, or twenty (20) teaching days after a change of assignment. In the absence of extenuating circumstances, the time period from the initial conference to the final report shall be no longer than two (2) months for a short report and three (3) months for a long report.
- E.19.7 a. Each teacher newly appointed to the District will receive a report that will satisfy the requirement for re-hiring pursuant to Article E.14 (Filling Vacancies) during that school year. Teachers appointed for a term of five months or more shall receive a full report. Teachers appointed for a term of less than five months may receive a short report. In any case, each teacher newly appointed to the district shall have received at least one full report by the end of their second school year.
- b. If a report writer considers that a teachers' performance might be unsatisfactory the report writer shall write a full report.
- E.19.8 Teachers on whom a report is to be written on the five year cycle shall be notified in writing by September 30 of that school year. In any case, the teacher shall be notified at least fifteen (15) school days prior to the commencement of the report writing cycle.
- E.19.9 At least five (5) days prior to the first observation period, the report writer shall meet with the teacher to discuss:
- purposes of evaluation
 - schedule, number and length of visits
 - criteria, data collection and processes
 - timelines for the completion of the report
 - opportunity for the teacher to provide information in writing that is relevant.

- a. The Board Policy, established by the mutual agreement of the parties, shall be the criteria used for evaluations pursuant to this Article.
- E.19.10 During the cycle there shall be pre and post observation conferences. The post observation conferences shall take place within two (2) teaching days of the observation. The evaluator's observation comments shall be provided to the teacher in writing, and where the evaluator has concerns, these will be identified in writing, along with the evaluator's suggestions and/or recommendations. The teacher will be provided with opportunity to implement the recommendations.
- E.19.11
- a. Reports shall be based on objective data collected and discussions with the teacher. Critical comments will reflect only those criteria in which the teacher has demonstrated unwillingness or inability to change. The report shall include a statement which reflects the relationship between teaching assignment, training, expertise, and experience.
 - b. A final statement shall be made which declares a satisfactory or less than satisfactory situation.
 - c. Involvement or non-involvement in extra-curricular activities, participation in union activities or matters not directly related to teaching duties shall not form any part of the evaluation or evaluation report on a teacher. However, a teacher may request an attachment to the report on any additional voluntary activities in which they are involved with students, staff or professional organizations.
 - d. A draft of the report will be presented to and discussed with the teacher within fifteen (15) calendar days of the last observation and no later than May 15.
- E.19.12 The teacher shall have the opportunity to meet with the evaluator to propose changes to the draft. In the event of a disagreement between the report writer and the teacher over the content or wording of the draft report which cannot be resolved through discussion, the teacher has the right to appeal to the Superintendent within ten (10) school days of the discussion of the draft report and prior to the issuance of the final report. This shall not deny the teacher the right to use Article A.6 (Grievance Procedure) once the final report is issued.
- E.19.13 The final report shall not be issued until the Superintendent has dealt with the appeal, if one has been made under Article E.19.12. When no appeal has been made, the final report shall be issued within twenty (20) school days of the meeting referred to in Article E.19.12 and in no event later than May 31. One copy of the final report shall be given to the teacher, one copy shall be forwarded to the Teacher Regulation Branch, if requested, one copy shall be placed in the teacher's school-based file and one (1) copy shall be placed in the teacher's personnel file maintained in the Board Office.

E.19.14 A teacher has the right to submit a written comment and have it attached to the report. The comment must be submitted to the Superintendent within fifteen (15) days of the receipt of the report by the teacher. The Superintendent shall ensure that a copy of the comment is attached to each copy of the report and that there is a notation on the Board Office file copy that the comment is attached.

ARTICLE E.20 TEACHER-IN-CHARGE

E.20.1 At the start of each school year, the Administrative Officer in each school shall select, through a posting in the school, up to three (3) teachers to serve as teacher-in-charge during that year.

E.20.2 In the event that all administrative officers assigned to the school are absent and the administration feels it is necessary to appoint a teacher-in-charge, the appointment shall be made from among the three (3) teachers selected under Article E. 20.1.

E.20.3 When no teachers respond to the posting under Article E. 20.1, or when those who respond are unavailable or unacceptable to the Administrative Officer, the Administrative Officer may request other teachers from that school to fill the capacity. If the teachers so requested are unwilling to do so, the Administrative Officer may appoint a teacher to fill the capacity for the balance of the regular school day.

E.20.4 Teachers-in-charge shall not work in such capacity for more than seven (7) consecutive school days on any one appointment. With the agreement of the teacher-in-charge, the appointment may be extended up to five (5) additional days.

E.20.5 Teachers-in-charge shall assure that the safety of the students and the regular routine and security of the school are maintained. They shall deal with emergent matters, with assistance from District supervisory staff, as required. They shall maintain routine attendance recording and information reporting, as well as assuming the normal noon supervision duties of the absent administrative officer(s).

E.20.6 Teacher-in-charge shall not perform the following ongoing management duties:

- a. long range planning,
- b. evaluating and disciplining teachers and/or support staff,
- c. after school committee or group parent meetings (not including routine parent contact),
- d. formal, written, suspension of students (not including dismissing students for the balance of the day), and
- e. decisions involving school budgets.

E.20.7 While acting as teacher-in-charge, the teacher shall be covered by all the terms and conditions of this Agreement.

E.20.8 When acting as a teacher-in-charge, the teacher shall be provided with a teacher teaching on call (TTOC) for at least the same release time as allocated to the absent Administrative Officer for administration purposes. Additional release time may be granted by the Superintendent or designate when circumstances warrant.

ARTICLE E.21 ACTING ADMINISTRATOR

- E.21.1 a. Absences of Administrative Officers for more than seven consecutive days, except for an extension for up to five days pursuant to Article E.20.4 (Teacher-in-Charge), shall be filled by an acting appointment to the vacant position.
- b. Persons in the position of Acting Administrator shall not be covered by the terms and conditions of this agreement, save and except for the accumulation of seniority, and up to 30 days continuation of benefits from the date of the acting appointment, such benefits as described in Article B.11.

ARTICLE E.22 PARENT CONCERNS

- E.22.1 Where, under section 11 of the School Act and the Board's By-Law a student or the parent or legal guardian of a student files an appeal against a decision of a teacher, the following shall apply:
- a. The teacher and the Association shall be notified of the appeal, as soon as practicable after the Notice of Appeal form has been completed and submitted to the Administrative Officer of the school or to the applicable District Supervisor.
- b. The teacher and the Association shall be entitled to receive all documents relating to the appeal.
- c. The teacher shall be entitled to attend any meeting concerning the appeal where the appellant is present and to be represented by a representative of the Association, if the teacher so desires.
- d. The teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.
- E.22.2 The Board shall refuse to hear an appeal where the student or the parent or legal guardian of the student has not first discussed the appeal with the teacher and, if appropriate, the applicable Administrative Officer or District Supervisor.
- E.22.3 Nothing in the Board's By-law, or the Board's processing of an appeal or the Board's decision(s) under such By-law, abrogates the rights of teachers under this Agreement.

ARTICLE E.23 NO DISCRIMINATION

E.23.1 The Board will at all time abide by the provisions of all applicable human rights statutes and regulations. The Board shall not discriminate against any teacher because of their parental status or because they are participating in the Association, or is carrying out duties of a representative of the Association, or is involved in any procedure to interpret or apply the provisions of the collective agreement.

ARTICLE E.24 PERSONNEL FILES

E.24.1 There shall be only one personnel file for each teacher, part of which is maintained at their school (“the School file”) and part of which is maintained at the District office (“the District file”), notwithstanding the fact that personnel file information may be kept in separate locations. The School file will be transferred with the teacher when they move to another school. When a teacher leaves the District their School file will be delivered to the District Office.

E.24.2 After receiving a request from a teacher, the Superintendent, in respect of the District file, or the Principal of the school, in respect of the School file, shall grant, as soon as possible, access to that teacher’s file.

- E.24.3
- a. A teacher shall be informed whenever material of a critical or disciplinary nature is placed in their file.
 - b. At the time the material is placed in the file, the teacher and the Association shall have the right to grieve the inclusion of these materials in the teacher’s file.
 - c. At the time the material is placed in the file, the teacher may elect to attach a written comment, which will be deemed to be part of the file.
 - d. A teacher may apply to the Superintendent to have material of a critical or disciplinary nature sealed within the teacher’s personnel file and accessible only to the teacher and/or their designate and the Superintendent and/or the Director of Human Resources.
 - e. A teacher may apply to the Superintendent (or designate) to have material of a critical or disciplinary nature removed from the teacher’s personnel file if there have been no recurrences of the same or similar nature during the next three years of active teaching service in the District subsequent to the original occurrence.
 - f. The decision to remove or seal the material in question shall depend upon the nature of the content of the material and shall rest with the Superintendent.
 - g. For purposes of this article, teacher evaluation reports or any portion thereof conducted in accordance with the provisions of the collective agreement shall not be considered material of a critical or disciplinary nature.

ARTICLE E.25 BOARD/ASSOCIATION CONSULTATION

- E.25.1 Although Board Policy which is related to the conditions of employment and benefits provided for the teaching staff is not part of the agreement, a summary of such policies shall be prepared for the convenience of all teachers.
- a. The board recognizes the legitimate interest of the Association and its members in the policies and decisions of the Board. It also recognizes the benefit to be gained from involving the Association in the process by which decisions affecting District teachers are made. The Board therefore agrees that prior to implementing decisions affecting District teachers the Association will be consulted when appropriate.
 - b. The president of the Association or nominee shall sit at the Board table during regular meetings and at the discretion of the Board, those “In Camera” meetings dealing with matters relating to teacher welfare, with the right to speak, but not to vote.
 - c. Without the express prior agreement of the Association, new Board Policy affecting Saanich teachers shall only be initiated, or existing policies changed, after the issues in question have been examined by a committee on which the Association is represented.
 - d. Should any committee upon which the Association is represented fail to reach consensus, the Association will have the opportunity to make a presentation to the Board. Association membership on any committee shall be determined by the Association.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.1 PROFESSIONAL DEVELOPMENT FUNDING

PCA Article F.1.1 and F.1.2 is not applicable in SD No. 63 (Saanich). See F.15.1 below.

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

ARTICLE F.11 CURRICULUM IMPLEMENTATION

F.11.1 It is understood under this Article new curriculum includes Ministry of Education mandated new curriculum, curriculum revisions and also locally developed programs.

F.11.2 When new curriculum is being introduced to the School District, the Board and the Association agree to form a Joint Curriculum Implementation Committee, consisting of three representatives named by the Association and three representatives named by the Board.

F.11.3 The Committee shall study the potential school and district effects of the new curriculum, which may include but not be limited to:

- a. effects on other courses and student programs;
- b. effects on staffing;
- c. effects on budget;
- d. effects on space and equipment.

F.11.4 The Joint Curriculum Implementation Committee may make recommendations to the Education Directions Committee of the Board on all aspects of curriculum implementation in the District. Including but not be limited to:

- a. time considerations;
- b. in-service relating to the new curriculum;
- c. materials;
- d. funding estimates.

F.11.5 The Committee shall be responsible for recommending to the Education Directions Committee of the Board a plan for the succeeding school year's curriculum implementation activities.

F.11.6 Before the curriculum implementation takes place, the Educational Directions Committee will report to the committee regarding the disposition of its recommendations, and the committee will receive a copy of the funding ultimately approved by the Board.

F.11.7 The Professional Development Fund will not be required to finance new curriculum implementation.

ARTICLE F.12 SCHOOL ACCREDITATION – NOT CURRENTLY IN EFFECT

ARTICLE F.13 TEACHER AUTONOMY

- F.13.1 A teacher shall, within the bounds of the prescribed curriculum and consistent with effective educational practice, have individual professional autonomy in determining the methods of instruction, and the planning and presentation of course materials in the classes of pupils to which they are assigned.
- F.13.2 The Board and the Association agree that, consistent with the purpose of the evaluation process, an evaluator may recommend teaching practices different from those being used by the teacher.
- F.13.3 The professional responsibility and ability of the classroom teacher to provide student evaluation is recognized. Evaluation of students shall primarily be the responsibility of the teacher in consultation with the principal.
- F.13.4 If for any reason student evaluation is revised by an authority other than the teacher, the teacher will be informed. If the teacher disagrees with a revision of marks or comments, that authority shall take written responsibility for the new mark assignment or comment on the student's records.

ARTICLE F.14 NON-INSTRUCTION DAYS

- F.14.1 Non-instructional days shall be available as described in Article D.14.3.
- F.14.2 Two of the five available non-instructional days as prescribed in Article D.14.3 shall be used for teacher professional development activities as approved by the Joint Professional Development Committee.
- F.14.3 Three of the five available non-instructional days as prescribed in Article D.14.3 shall be used for staff determined activities.
- F.14.4 The school staff or Association or Joint Professional Development Committee shall submit to the Board before June 30 of each year requests for dates for professional development activities.
- F.14.5 If it is necessary to change the date of a non-instructional day, application for such change should be made to the Board as soon as possible.
- F.14.6 The Board will continue to consider some modification of the regular school schedule to facilitate an effective parent/teacher consultation program.
- F.14.7 All non-instructional days shall be considered as instructional days for salary purposes.

ARTICLE F.15 PROFESSIONAL DEVELOPMENT COMMITTEE FUNDING

- F.15.1 a. The Board and the Association shall establish a fund for the purpose of promoting professional development of the teaching staff of the District.
- b. The annual contribution of the Board to the fund shall be determined on the basis of \$230.00 per FTE teacher as reported on September 30 of that year. The annual contribution of the Association to the fund shall be determined on the basis of \$50.00 per FTE teacher as reported on September 30 of that year.
- c. The Board shall contribute an additional annual amount of seven thousand five hundred dollars (\$7,500.00), which amount shall be dedicated to professional development activities, approved by the Joint Professional Development Committee, for teachers teaching on call (TTOCs).
- F.15.2 The Board and the Association agree that programs, services, courses and funding which promote and foster the professional development of teachers shall be covered by this clause.
- F.15.3 The professional development fund as established by the Board and the Association shall be controlled and allocated by the professional development committee.
- F.15.4 The professional development fund will not be required to finance new curriculum implementation as defined in Article F.11.

ARTICLE F.16 PROFESSIONAL DEVELOPMENT COMMITTEE

- F.16.1 The Board and the Association agree to encourage, as much as possible, each teacher in the District to become involved in professional development each year, and also agree that teacher-determined and teacher-developed professional development activities should be encouraged.
- F.16.2 The professional development committee shall be chaired by the Association's professional development chairperson and shall comprise:
- a. teacher-elected representative(s) from the elementary level
 - b. teacher-elected representative(s) from the middle school level
 - c. teacher-elected representative(s) from the secondary level
 - d. the Association's professional development chairperson
 - e. a representative from the Board
 - f. a representative from the school board office administration
 - g. a teacher elected representative for Teachers Teaching on Call (TTOCs)

h. a curriculum Instructional Support Teacher – District Office

F.16.3 The professional development committee shall adhere to the following principles:

- a. Teachers shall participate in professional development on a voluntary basis.
- b. A needs assessment process shall be the starting point of a professional development program.
- c. The professional development programs shall include adequate resources, time and organizational support.
- d. Opportunities for professional development activities shall be distributed as equitably as possible.
- e. Whenever possible, activities shall provide for presentation, discussion, demonstration or modelling and practice with feedback and follow-up.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

- G.1.1 The employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.
- G.1.2 An employee hired to or on exchange in the district shall accumulate and utilize sick leave credit according to the provisions of the Collective Agreement as it applies in that district.
- G.1.3 Sick Leave Verification Process
- a. The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.
 - b. An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within one hundred and twenty (120) days of commencing employment with the new school district.
 - c. The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.

(Note: Any provision that provides superior sick leave portability shall remain part of the Collective Agreement.)

[Note: See Article G.20 Sick Leave with Pay, for sick leave usage and accrual]

ARTICLE G.2 COMPASSIONATE CARE LEAVE

- G.2.1 For the purposes of this article “family member” means:
- a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
 - iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;

- b. in relation to an employee's spouse:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

G.2.2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC *Employment Standards Act* for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.

G.2.3. Compassionate care leave supplemental employment insurance benefits:

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

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

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

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

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

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

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

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

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

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

- G.4.1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family. *[Note: 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.

- G.4.2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.

- G.4.3. In addition to leave provided in 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.

[Note: See also Article G.4.6.]

G.4.4. Any and all superior provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.

Local Provisions:

G.4.5. Where leave is granted under Article G.4.1, additional days of leave with or without pay may be granted.

G.4.6. In the event of the death of a close friend or relative, not mentioned in Article G.4.1, the teacher may request leave and may be granted time to attend the funeral and for necessary travel. The cost of a teacher teaching on call (TTOC) shall be paid by the Board and deducted from the teacher's salary.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

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

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

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

[Note: See also Article G.33 Discretionary Leave.]

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: PCA Article G.6 is not applicable in S.D. No. 63 (Saanich) with the exception of Article G.6.1.b which applies for the purposes of Article A.10 only. See Articles A.21 and A.22 for union leave provisions for contract teachers.]

- G.6.1 b. 'Full employ' means the employer will continue to pay the full salary, benefits, pensions contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.

ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS

- G.7.1 Where a Teacher Teaching on Call (TTOC) is authorized by the local union or BCTF to conduct union business during the work week, the TTOC shall be paid by the employer according to the Collective Agreement.
- G.7.2 Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.
- G.7.3 Time spent conducting union business will not be considered a break in service with respect to payment on scale.
- G.7.4 Time spent conducting union business will be recognized for the purpose of seniority and experience recognition up to a maximum of 40 days per school year.

ARTICLE G.8 TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM

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

ARTICLE G.9 TEMPORARY PRINCIPAL / VICE-PRINCIPAL LEAVE

- G.9.1 A teacher shall be granted leave upon request to accept a position if the teacher is:
- a. replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,

- b. their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
- G.9.2 Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
- G.9.3 The vacated teaching position will be posted as a temporary position during this period.
- G.9.4 Where there are extenuating personal circumstances that extend the leave of the Principal or Vice-Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).
- G.9.5 Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
 - a. Teacher Evaluation
 - b. Teacher Discipline
- G.9.6 Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local Collective Agreement or otherwise agreed to between the parties.

ARTICLE G.10 TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES

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

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

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

ARTICLE G.11 CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

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

ARTICLE G.12 MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS

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

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

[Note: In SD 63, for employees who do not qualify for EI maternity benefits, G.12.1 does not apply. See G.12.2 below.]

Local Provisions:

G.12.2 When a pregnant teacher takes the pregnancy leave to which they are entitled pursuant to the Employment Standards Act and this collective agreement, and the teacher is not in receipt of EI maternity benefits, the Board shall pay the teacher ninety-five (95) per cent of their current salary for the first two weeks of the leave.

[Note: Birth mothers are entitled to the provision under G.24.1.a.ii in addition to the above provision]

[See Article G.23 Pregnancy and Parental Leave, for leave provisions and Article G.24 Supplemental Employment Benefits on Parental Leave.]

Local Language

ARTICLE G.20 SICK LEAVE WITH PAY

G.20.1 Sick leave with pay is earned at the rate of one and one half (1 ½) days for each month taught or worked in the service of the Board. For the purpose of this article, month taught or worked means a month in which a teacher has taught or worked. Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach or work.

- G.20.2 Any days during which the teacher has been absent with full pay for reasons of illness, injury, or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
- G.20.3 a. There shall be available to each teacher who is newly hired fifteen (15) days of sick leave at the beginning of each of the teacher's first and second school year of employment. A part-time teacher shall have sick leave available in proportion to the percentage of time that they teach or work. Thereafter sick leave with pay will be earned by all teachers as provided in Article G.20.1 above.
- b. A teacher commencing employment with the Board during the school year shall then have available to them the pro rata portion of sick leave benefits which would accrue for the balance of the school year.
- c. If a teacher ceases to be employed by the Board prior to the end of their first or second year, any sick leave days which were used but not earned will be repaid to the Board by the teacher.
- G.20.4 There is no maximum to the number of days of sick leave that may be accumulated or used.
- G.20.5 Each teacher shall receive on or before October 31 an annual accounting to the previous June 30 of accumulated sick leave.
- G.20.6 A teacher may be required to provide a medical certificate signed by a medical practitioner for an absence due to illness, injury or unavoidable quarantine.
- G.20.7 Sick leave accumulated by each teacher in this District prior to June 30, 1988 shall continue to be credited to that teacher.
- G.20.8 a. If there is a break in service by resignation or layoff, a teacher shall, upon re-employment by the Board, be entitled to the balance of their sick leave credit remaining at the time of the resignation or layoff except for unused sick leave that was previously ported from SD 63 to another district, pursuant to PCA Article G.1.
- b. Pursuant to PCA Article G.1, an employee who is rehired to SD 63 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.

ARTICLE G.21 TIME LOST THROUGH INJURY/WCB LEAVE

- G.21.1 The Board agrees that time lost through injury or disease that is recognized by the WCB should not be deducted from sick leave, and that no loss of salary should occur and therefore:

- a. Where a teacher suffers from a disease, or injury (hereinafter called the “disability”) and the teacher gains compensation under the Workers’ Compensation Act, the teacher shall not be required to use sick leave credits for time lost.
- b. All monies received by a teacher by way of compensation for loss of wages under the said Act shall be paid to the Board in return for which the Board shall pay the teacher the full amount of their wages to which they would have been otherwise entitled but for the disability suffered or incurred.
- c. The Board agrees to pay the difference between the WCB compensation and the teacher’s salary for the first ten (10) teaching months of the compensable injury without deduction from the teacher’s accumulated sick leave credits and thereafter the Board will pay the difference which shall be deducted from the teacher’s sick leave credits.
- d. Any disability pension or other final settlement arising from this claim is awarded to the teacher. The final WCB resolution of the claim will constitute an end to the application of this clause.

ARTICLE G.22 BEREAVEMENT LEAVE (INTENTIONALLY LEFT BLANK)

See Article G.4 Bereavement Leave.

ARTICLE G.23 PREGNANCY AND PARENTAL LEAVE

G.23.1 Pregnancy 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 (1996)* or
- b. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester, or following the spring break.

G.23.2 Assignment on Return from Pregnancy Leave:

- a. A teacher returning from pregnancy leave shall be reassigned to the same position held prior to the leave;
- b. Notwithstanding Article G.23.2.a, a teacher may choose to apply for a transfer to another position. (Pursuant to Article E.13 Posting Vacancies and E.14 Filling Vacancies)

G.23.3 Use of Sick Leave:

If at the end of the period(s) of leave provided for in this article, the teacher is unable to return to duty because of ill health, the teacher shall qualify for sick leave benefits.

G.23.4 Parental Leave:

A parental leave (inclusive of adoption leave) shall be granted upon request:

- a. as provided for in Part 6 of the *Employment Standards Act (1996)* or
- b. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the spring break.

G.23.5 Assignment on Return from Parental Leave:

- a. A teacher returning from leave shall be reassigned to the same position held prior to the leave;
- b. Notwithstanding Article G.23.5.a, a teacher may choose to apply for a transfer to another position. (Pursuant to Article E.13 Posting Vacancies, and Article E.14 Filling Vacancies.)

G.23.6 Use of Sick Leave:

If at the end of the period(s) of leave provided for in this article, the teacher is unable to return to duty because of ill health, the teacher shall qualify for sick leave benefits.

ARTICLE G.24 SUPPLEMENTAL EMPLOYMENT BENEFITS ON PARENTAL LEAVE

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

[Note: SEB is often referred to as top-up]

“Note: Birth mothers are entitled to the provision under G.24.1.a.ii in addition to the provision in G.12”

G.24.1 Supplemental Employment Benefits on Parental Leave

- a. When a teacher takes the parental leave, to which they are entitled pursuant to the *Employment Standards Act (1996)* and this Collective Agreement, the Board shall pay the teacher:
 - i. ninety-five (95) per cent of the current salary of the teacher for the first two weeks of such leave, except where the teacher is in receipt of *EI* benefits for that period, and

- ii. where the teacher is entitled to receive *EI* parental benefits, the difference between eighty-five (85) per cent of their current salary and the amount of *EI* parental benefits received by the teacher, for the period of time the teacher is entitled to receive those benefits, up to a maximum of ten (10) weeks.
- b. The Board agrees to enter into the Supplemental Employment Benefits (S.E.B.) Plan agreement required by the *Employment Insurance Act* in respect of such parental benefits payment.

ARTICLE G.25 EXTENDED PARENTAL LEAVE

G.25.1 Extended Parental Leave:

- a. A teacher granted leave under Article G.23.1 or G.23.4 who chooses not to return to work at the expiration of that leave may apply for Extended Parental Leave.
- b. Under normal circumstance such application shall be made no later than four (4) weeks prior to the expiration of the Article G.23.1 or G.23.4 leave.
- c. Leave shall be granted upon request for a period not to exceed thirty (30) school months, with return to coincide with the commencement of a term or semester.
- d. A teacher may apply within four (4) weeks of the expiration of their leave to extend it provided that the total requested Extended Parental Leave period does not exceed thirty (30) school months, with a return according to Article G.25.1.c.

G.25.2 Assignment on Return from Extended Parental Leave:

- a. A teacher returning from Extended Parental Leave shall be assigned to the position they previously held, if available, or to one comparable to that held prior to the leave;
- b. Notwithstanding Article G.25.2.a, a teacher may choose to apply for postings. (Pursuant to Article E.13 Posting Vacancies, and Article E.14 Filling Vacancies.)

G.25.3 Use of Sick Leave:

If at the end of the period(s) of leave provided for in this article, the teacher is unable to return to duty because of ill health, the teacher shall qualify for sick leave benefits.

G.25.4 Benefits While on Extended Parental Leave:

When a teacher is on Extended Parental Leave pursuant to this article the Board will continue to pay its share of all benefit premiums for the period of leave up to twelve (12) months and will make arrangements for the teacher to continue their share of the premiums. During the period of leave beyond twelve (12) months, the Board shall continue benefit coverage if requested by the teacher provided that the teacher pays both shares of the premiums.

G.25.5 Experience Increment While on Extended Parental Leave:

A teacher on Extended Parental Leave will be entitled, during the school year in which the teacher commenced leave, to experience increment in accordance with Article B.27.

G.25.6 Early Return from Extended Parental Leave:

- a. A teacher may return early from Extended Parental Leave.
- b. A teacher wishing to return early from Extended Parental Leave may do so only in instances where the return will not displace a teacher working in a contract. A teacher may also return early from Extended Parental Leave to work as a Teacher Teaching on Call and/or to apply for postings for the remainder of their leave of absence.
- c. Should the teacher, applying for any early return to duty in Article G.25.6.a be disabled from work, an immediate placement on sick leave, where sick leave days are available, or medical leave if no sick leave is available, shall be arranged.

ARTICLE G.26 ADOPTION LEAVE

G.26.1 In addition to parental leave provided pursuant to the *Employment Standards Act* and Article G.23.4 and G.25, leave with full pay shall be granted to a maximum of three (3) days to either parent, or both, if both are employees of the Board, for mandatory interviews or travelling time to receive an adoptive child. In addition, the teacher(s) shall be granted up to five (5) additional days with pay. The cost of the teacher teaching on call (TTOC) shall be paid by the Board and deducted from the teacher's salary. More leave may be granted at the Board's discretion.

ARTICLE G.27 PATERNITY LEAVE

G.27.1 One day's leave of absence with pay shall be granted by the Board so that the father may participate in the activities associated with childbirth and, if required, two (2) additional days shall be granted and the cost of a teacher teaching on call (TTOC) will be deducted from the teacher's salary.

ARTICLE G.28 PARENTHOOD LEAVE

G.28.1 Parenthood leave shall be granted without pay to a teacher with a dependent child for a stated period of at least two (2) months and up to one (1) year. This article shall apply in cases of adoption or legal guardianship. Parenthood leave may be granted without pay to a teacher with a dependent child for a stated period of less than two (2) months. In all cases, the date of return to duty will coincide with the commencement of the following semester, or following the spring or winter break, or at another mutually agreeable time.

ARTICLE G.29 DETACHED (EDUCATIONAL) LEAVE

G.29.1 Purpose:

To permit professional personnel to improve their ability to render educational services appropriate to the needs of students in the Saanich School District. Professional competence and the general welfare of the school system are the prime consideration of the Board in granting such leave. Educational leave must be of direct benefit to the District.

G.29.2 Commitment:

- a. One (1) teacher may be off on detached leave at any one time in accordance with this article.
- b. A teacher applying for educational leave shall have served for not less than five (5) years with the Board, and shall serve at least two (2) years upon returning from detached leave. If the teacher voluntarily terminates employment with the Board before the two year period has expired, the teacher will refund the pay received during the leave of absence unless otherwise agreed.
- c. Teachers who have not taken educational leave from the district shall receive first consideration over those teachers who have.

G.29.3 Process:

- a. Applicants will apply in writing to the Board. The application letter shall include some detailed outline of courses to be taken and/or other proposed activities and how it will be of educational benefit to the Saanich District.
- b. Applications will be considered by a committee comprised of the Joint Board and Teacher Professional Development committee.
- c. An approved teacher on educational leave shall be funded at 60% of full salary for the period of the leave.
- d. Regular contributions for medical, dental, group insurance and pension plans will be continued.

- e. If the teacher engages in remunerative employment, the Board shall pay the teacher only the amount which will bring the total remuneration up to 60% of basic salary.
- f. A teacher who abandons the program before completion shall forfeit successive monthly payments and shall repay the Board for monies already received.
- g. Where a teacher fails to complete the program because of illness, disability or bereavement, the situation may receive special consideration from the Board.
- h. The period for which the leave is granted shall be considered as teaching experience for salary purposes and for seniority.
- i. A teacher returning from detached leave shall be reassigned to the teaching position previously held, if available, or to a comparable position in the District.

G.29.4 Criteria:

The Board shall determine the future needs of the district based on input from administrative officers, teacher groups and the Saanich Teachers' Association. Those future needs shall form part of the criteria for applications along with the teacher commitment section of this article.

ARTICLE G.30 LEAVE FOR EDUCATION RELATED ACTIVITY

G.30.1 Educational leave may be granted with or without pay, or with the cost of a teacher teaching on call (TTOC) paid by the Board and deducted from the teacher's salary, under the following conditions:

- a. Where a teacher is offered the opportunity to participate in a provincial or national program or activity which is related to the professional development of that teacher.
- b. Where a teacher is selected to be a representative or to officiate at a provincial or national event of a nature which will enhance their teaching capability.

ARTICLE G.31 LEAVE FOR ELECTED OFFICE AND COMMUNITY SERVICE

G.31.1 When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, they shall be given leave of absence, with pay, on request during the election campaign and the cost of the teacher teaching on call (TTOC) will be paid by the Board and deducted from the teacher's salary.

G.31.2 Should the teacher be elected as a member of Parliament or Member of the Legislative Assembly, they shall be granted a long-term leave of absence, without pay or benefits and without accrual of seniority or increments, if applicable.

- G.31.3 A teacher on leave under Article G.31.2, after six years in elected office or after completion of the second term of the elective office whichever first occurs, will no longer be eligible for continued leave and will inform the Board whether they will resign or return to teaching at the beginning of the next school year.
- G.31.4 Teachers elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence, with pay and the cost of the TTOC shall be paid by the Board and deducted from the teacher's salary.

ARTICLE G.32 JURY DUTY AND APPEARANCE IN LEGAL PROCEEDINGS

- G.32.1 The Board shall grant leave of absence with pay to any teacher summonsed for jury duty or required to attend any legal proceedings by reason of subpoena. A teacher on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowances.
- G.32.2 Where a teacher is required by the Board or Association to attend proceedings in connection with the interpretation or application of this agreement, the Board shall grant leave to the teacher with pay. If the Association requires the presence of the teacher, the Association shall reimburse the Board for the cost of a teacher teaching on call (TTOC). If the Board requires the presence of the teacher the cost of the TTOC shall be borne by the Board.
- G.32.3 Where the private affairs of a teacher requires an appearance in legal proceedings not involving the Board, the Board shall grant a leave of absence for up to three (3) days and the cost of a TTOC shall be paid by the Board and deducted from the teacher's salary. If the teacher requires further leave to appear in court in the same action, leave will be granted and application may be made to the Board for consideration of salary compensation.

ARTICLE G.33 DISCRETIONARY LEAVE

- G.33.1 A teacher shall be granted a maximum of three (3) days leave per year at their discretion and the cost of a teacher teaching on call (TTOC) shall be paid by the Board and be deducted from the teacher's salary.

[Note: See also Article G.5 Unpaid Discretionary Leave.]

ARTICLE G.34 EMERGENCY LEAVE

- G.34.1 In the event of illness in the teacher's immediate family which requires their presence at home, leave with pay shall be granted for one (1) day.
- G.34.2 If required, a further leave shall be granted to a maximum of three (3) days with this absence being treated as sick leave under Article G.20.

G.34.3 If further time is required, application for leave beyond four (4) days shall be made to the Board which may request a medical certificate.

ARTICLE G.35 DEFERRED SALARY LEAVE PLAN

G.35.1 Letter of Understanding No. 106 appended to this Agreement shall apply.

ARTICLE G.36 LONG TERM PERSONAL LEAVE

G.36.1 A teacher shall be granted complete leave from a full or part-time position without pay for a period of ten (10) school months. Upon request, such leave shall be extended for an additional ten (10) school months. The Board may upon request extend the leave in exceptional circumstances beyond a twenty (20) month period.

G.36.2 An application for such leave shall normally be submitted not later than twenty (20) school days prior to the start of the leave.

G.36.3 Teachers intending to return from Long Term Personal Leave or requesting an extension of such leave shall notify the board in writing at least twenty (20) school days in advance except for leaves expiring June 30 where notice shall be given by April 15.

G.36.4 A teacher wishing to return early from Long Term Personal Leave may do so only in instances where the return will not displace a teacher working in a position. A teacher may also return early from Long Term Personal Leave to work as a Teacher-Teaching-on-Call and/or to apply for positions for the remainder of their leave of absence.

[Note: Teachers wishing to take partial leave from a position will do so according to Article B.31.3 and Article C.15.]

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Designation of Provincial and Local Matters

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

6. Effective date of local matters items:

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

Signed this 8th day of March, 2013

<p style="text-align: center;">Appendix 1 PROVINCIAL MATTERS</p>
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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>
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Appendix 2 – Local Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

1. Posting and Filling Vacant Position
 1. *Offer of Appointment to District*
 2. *Assignments*
 3. *Job Sharing*
 4. *Posting Procedures – Filling*
 5. *Posting & Filling Vacant Positions – School Reorganization*
 6. *Transfer: Board Initiated Transfers, Transfer related to Staff Reduction*
 7. *Creation of New Positions*
 8. *Job Description*
2. Definition of Positions and Assignments
3. Personnel Files
4. School Act Appeals
5. Input into Board Policy
6. No Discrimination
7. Multiculturalism

8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum B)
10. Parental Complaints, Public Complaints

Section F – Professional Rights

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

Section G – Leaves of Absence

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

January 22, 2021 - Local Matters.

Revised with housekeeping 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).

Does not apply in School District No. 63 (Saanich)

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Does not apply in School District No. 63 (Saanich)

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Indigenous Peoples

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

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

Signed this 28th day of October, 2022

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

1. Remote Recruitment & Retention Allowance:

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

2. Joint Remote Recruitment and Retention Review Committee

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

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

The committee will review:

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

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

Signed this 28th day of October, 2022

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

Schedule A - List of Approved School Districts or Schools

School Name	Town/Community
05 - Southeast Kootenay (only part of district approved)	
Jaffray Elementary	Jaffray
Grasmere	Grasmere
Elkford Secondary School	Elkford
Rocky Mountain Elem School	Elkford
District Learning Centre - Elkford	Elkford
Sparwood SS	Sparwood
Frank J Mitchell	Sparwood
Mountain View Elementary	
Fernie Sec School	Fernie
Isabella Dickens	Fernie
District Learning Centre - Fernie	Fernie
District Learning Centre - Sparwood	Sparwood
06 - Rocky Mountain (entire district approved)	
08 - Kootenay Lake (entire district approved)	
10- Arrow Lake (entire district approved)	
20 - Kootenay Columbia (entire district approved)	
27 - Cariboo Chilcotin (only part of district approved)	
Anahim Lake	Anahim Lake
Tatla Lake Elem and Jr Sec	Tatta Lake
Forest Grove Elementary	
Alexis Creek	Alexis Creek
Likely Elem	Likely
Naghtaneqed Elem	Nemiah
Dog Creek Elem Jr Sec	Dog Creek
Big Lake Elem	Big Lake
Bridge Lake Elem	Bridge Lake
Horsefly Elem	Horsefly
Buffalo Creek Elem	Buffalo Creek
28 - Quesnel (only part of district approved)	
Narcosli Elem	Narcosli
Red Bluff Elem	
Nazko Valley Elem	Nazko
Wells Elem	Wells
Kersley Elem	Kersley
Lakeview Elem	Lakeview

Barlow Creek Elem	Barlow Creek
Parkland Elem	Moose Heights
Bouchie Lake	Bouchie Lake

47 - Powell River (only part of district approved)

Texada Elem	Texada Island
Kelly Creek Elem	

49 - Central Coast (Entire District)

50 - Haida Gwaii (Entire District)

51 - Boundary (only part of district approved)

Beaverdell Elementary	Beaverdell
Big White Elementary	Big White
Christina Lake Elementary School	
Dr. DA Perley Elementary School	
Grand Forks Secondary School	Grand Forks
Greenwood Elem	Greenwood
John A Hutton Elementary School	
Midway Elementary	Midway
Boundary Central Secondary	Midway
West Boundary Elem	Rock Creek

52 - Prince Rupert (Entire District)

54 - Bulkley Valley (entire district approved)

57 - Prince George (only part of district approved)

Dunster Elem	Dunster
Mackenzie Elem	Mackenzie
Mackenzie Secondary	Mackenzie
Morfee Elem	Mackenzie
McBride Sec	McBride
McBride Elem	McBride
Hixon Elem	Hixon
Giscome Elem	Giscome
Valemount Secondary	Valemount
Valemount Elementary	Valemount

59 - Peace River South (Entire District)

60 - Peace River North (Entire District)

64 - Gulf Islands (only part of district approved)

Saturna Elementary	Saturna
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69 - Qualicum (only part of district approved)

False Bay School	Lasqueti
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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
Counselling Services	\$900 per year; effective January 1, 2023: \$1,200
Speech therapist	\$800 per year
Acupuncturist	\$900 per year; effective January 1, 2023: \$1,000
Podiatrist/Chiropodist	\$800 per year

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

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

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

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

For the period of July 1, 2013 to the expiry of the Provincial Collective Agreement which commences on July 1, 2013 – the Board of Education School District No. 51 (Boundary) shall pay the Recruitment and Retention Allowance as per Letter of Understanding No. 5, including the additional percentage increase to salary grid as applied in this Letter of Understanding, to eligible teachers at Big White Elementary School and Beaverdell Elementary School, such that they receive the same benefits under this LoU as other teachers in SD No. 51 (Boundary).

The Boundary Teachers' Association agrees that the provisions of Article B.26.b (Posts of Special Responsibility – Allowances – French/Russian Language Program) and Article G.37 (Early Retirement Incentive Plan) will be suspended for the period of July 1, 2013 to the expiry of the Provincial Collective Agreement which commences on July 1, 2013.

This Letter of Understanding is without precedent and prejudice to any other school district.

This Letter of Understanding will expire upon the expiry of the Provincial Collective Agreement which commences on July 1, 2013.

Signed this 11th day of April, 2013.

Renewed with housekeeping 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 11

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

calculation is made, no partial transfer of TTOC experience are permitted. (See example below).

8. Once transferred, the previous local Collective Agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 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 preceding school year for a transfer for TTOC experience credits earned up to and including November 15th to take effect on December 31st of the following school year.

LETTER OF UNDERSTANDING NO. 12

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

AND WHEREAS this 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

LETTER OF UNDERSTANDING #101

LETTER OF UNDERSTANDING

BETWEEN:

The Board of Education,
School District No. 63 (Saanich)

AND:

The Saanich Teachers' Association

Re: Services Currently Contracted Out

The parties agree that Article A.20 (Bargaining Unit Work) shall not apply to the following:

- visiting speakers presenting professional development workshops
- performers or guest speakers to supplement curricular programs
- individuals or groups listed below who interact with students under the direction of a teacher.
 - family advancement workers
 - speech pathologists
 - psychologists
 - occupational therapists
 - physical therapists

By mutual agreement other items not contemplated by the parties may be added to this list.

Dated the 29th day of March, 2004.

Larry Cross
Chair
Board's Bargaining Committee

R Stoddart
Chairperson
Saanich Teachers' Association
Bargaining Committee

Hugh Finlayson
For BCPSEA

Irene Lanzinger
For BCTF

LETTER OF UNDERSTANDING #102

LETTER OF AGREEMENT:

BETWEEN:

The Board of Education,
School District No. 63 (Saanich)

AND:

Saanich Teachers' Association

Re: **South Island Distance Education School**

1. Teachers assigned to the South Island Distance Education School are covered by the Collective Agreement and are entitled to all conditions and benefits of the agreement.
2. In the application of Article D.14 (Regular Work Year) teachers of the South Island Distance Education School shall arrange their schedule of work in consultation with the principal of the school.
3. Article A.6 (Grievance Procedure) shall be followed to reach a final and conclusive settlement of any dispute respecting the interpretation, application, operation or alleged violation of the Collective Agreement in the South Island Distance Education School.

Dated the 25th day of March, 2004.

Larry Cross
For the Board

R Stoddart
For the Association

Hugh Finlayson
For BCPSEA

Irene Lanzinger
For the BCTF

LETTER OF UNDERSTANDING #103

LETTER OF AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
AND
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS ASSOCIATION (BCPSEA)

AND

THE SAANICH TEACHERS' ASSOCIATION
AND
BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Placement upon Return from Long Term Personal Leave

The parties agree that the following terms shall govern the placement of teachers returning to the district from long term personal leave:

1. For a period of leave up to one year, the teacher will return to the same school from which they take leave, in an assignment similar to that from which they left;
2. For a period of leave between one and three years, the teacher has the right to return to the school district, in an assignment that suitable to their experience and is similar to the assignment previously held;
3. For an extension of leave beyond three years, the teacher must review with the employer the conditions and terms of return prior to the agreement of the extension of such leave. Notice of a review requirement must be provided by the employer in writing. The employee is required to provide notification of change of address to facilitate such notice.
4. Notwithstanding Paragraphs 1 to 3 of this Letter of Understanding, a teacher may choose to apply for any posted position according to Article E.14.
5. Nothing in this Letter of Understanding changes or modifies the staffing processes as outlined in the following Articles of the Collective Agreement or assigns increased entitlements beyond those provided in these Articles: C.5 Layoff, Recall and Severance Pay; E.13 Posting Vacancies; E.14 Filling Vacancies; E.15 Positions and Assignments; E.16 Transfers; E.17 Teacher Exchanges.

Dated this 25th day of March, 2004

Larry Cross
For the Board
Hugh Finlayson
For BCPSEA

R Stoddart
For the Association
Irene Lanzinger
For BCTF

LETTER OF UNDERSTANDING #104

LETTER OF UNDERSTANDING

BETWEEN

THE BOARD OF SCHOOL EDUCATION (The "Board")
SCHOOL DISTRICT NO. 63 (SAANICH)

AND

THE SAANICH TEACHERS' ASSOCIATION (The "Association")

Re: Part-Time Teachers' Pay for On-call Work

This Letter of Understanding documents the agreed settlement that resolves two separate grievances (#0607-008 and #0809-003) related to the rate of pay received by part-time contract teachers when performing on-call work and the frequency of payment for such work.

The Board and the Association hereby agree to the following:

1. Article B.2.13.b is amended effective September 1, 2008 to read:

Part-time teachers when performing on-call work shall be paid a daily rate that is 1/195th of the teacher's annual salary on scale for each full day worked. A full-time (1.0 FTE) teacher who works part-time in accordance with Article C.15 is not considered a part-time teacher for purposes of this Letter of Understanding. (Amended, May 2013)

2. The provisions of Article B.2 do not apply to part-time teachers who are performing on-call work; rather they shall be paid in accordance with #1 above for all on-call work. (Amended, May 2013)
3. The rate in #1 above does not apply in any other provision of the collective agreement that deals with daily or hourly pay rates of teachers. Further, it does not apply to retired teachers acting as teachers-on-call.
4. Effective March 1, 2015, #1, #2 and #3 above are held in abeyance. (Amendment added, Feb 2015)
5. Instead, the new Article B.2.6, as it exists in the September 2014 Memorandum of Agreement, shall govern the pay of Part-time teachers teaching on-call. Specifically, teachers will receive a daily rate which is 1/189th of annual salary on scale, capped at Category 5, Step 7 or its dollar equivalent. This amount increases to Category 5, Step 8 or its dollar equivalent on July 1, 2016. (Amendment added, Feb 2015)
6. This Letter of Understanding shall remain in force after the conclusion of the current term of the collective agreement, but may be renegotiated by the Board and the Association

should a future provincial agreement amend Article B.36.1, which currently defines a teacher's daily pay as 1/200th of the current annual salary of the teacher.

7. Also, should a future provincial agreement amend Article B.2.6 or any other Article related to the pay for on-call work, the two parties will review the terms of this LOU and renegotiate them if appropriate, which may include the possibility of returning to the original terms #1, #2, and #3 above. (Amendment added, Feb 2015)
8. The Board will amend its current payroll practice to ensure that part-time teachers who also perform on-call work receive a 40% mid-month pay advance for their on-call work in addition to the 40% advance they receive for their contract work. This on-call work refers to documented on-call time worked between the payroll cut-off date at the end of the previous month and the payroll cut-off date for the current month's mid-month pay advance.
9. The amendment described in #1 above will be effective September 1, 2008. Part-time teachers who have performed on-call work since that date will receive retroactive pay to cover the difference in pay resulting from this amendment.
10. This agreement is made without prejudice or precedent to this or any other BC school district.

This Letter of Understanding, originally signed by the Board and the Association on March 10, 2009, is signed by:

Saanich Teachers' Association

School District No. 63 (Saanich)

"Sean Hayes"

"Paul Standing"

Date: December 17, 2009

Date: December 17, 2009

BC Teachers' Federation

BC Public School Employers' Association

"Susan Lambert"

"Robert D'Angelo"

Date: March 15, 2010

Date: January 19, 2010

2015 Amendments agreed to by:

Paul Standing
School District No. 63 (Saanich)
February 23, 2015

Mark Skanks
Saanich Teachers' Association
February 23, 2015

LETTER OF UNDERSTANDING #105

LETTER OF AGREEMENT

BETWEEN:

The Board of Education,
School District No. 63 (Saanich)

AND:

Saanich Teachers' Association

Re: Individual Learning Centres

1. Teachers assigned to the Individual Learning Centres are covered by the agreement and are entitled to all conditions and benefits of the agreement contract.
2. In the application of Article D.14 (Regular Work Year) teachers of the Individual Learning Centres shall arrange their schedule of work in consultation with the principal of the school.
3. The principles of Article D.15 (Hours of Instruction/Prep Time) shall apply.
4. Should any unforeseen circumstances or difficulties arise related to the application of the contract and the operation of the Individual Learning Centres, the President of the Association and the Superintendent or designate shall meet with the principal and teachers of the Individual Learning Centres in order to resolve the situation.
5. The terms of this letter of agreement shall be in force until the current collective agreement with the Saanich Teachers' Association is replaced with the Provincial Teachers' Collective Agreement.

Dated the ____ day of _____, 1995.

Chair
Board's Bargaining Committee

LMC.klg

Chairperson
Saanich Teachers' Association
Bargaining Committee

LETTER OF UNDERSTANDING #106

SECTION "A"

MEMORANDUM OF AGREEMENT

Deferred Salary Leave Plan

I have read the terms and conditions of the Agreement between the Board of Education of School District No. 63 and the Saanich Teachers' Association setting up the Deferred Salary Leave Plan and understand same and I agree to indemnify and save the Board harmless from and against any and all liability, loss, damage, costs, or expenses which it may hereafter incur, suffer, or be required to pay by reasons of the participation of the Board in said Plan.

1. **Enrolment Date**

My enrolment in the Plan shall become effective commencing: _____ 1, _____.

2. **Number of Years of Participation**

I shall participate in the Plan for _____ years (not to exceed six) and my Leave of Absence shall immediately follow thereafter but subject to the provision of paragraph 3 below.

3. **Year of Leave**

In accordance with clause 4.6, I shall take my Leave of Absence from _____ 1, _____ to _____ 1, _____ (not less than 6 consecutive months) but I shall have the right in accordance with clause 4.5 to postpone such leave for twelve (12) months and the School District shall have the right to defer such leave for twelve (12) months in accordance with clause 4.4.

4. **Funding of Leave of Absence**

Note: To be completed for the years up to the time in which the Leave of Absence specified in paragraph 2 above is to commence.

In accordance with clause 3.1, I direct that the percentage amounts as set out in this clause be withheld from my Current Compensation Amount with respect to my participation in the Plan for the following years:

First Year	_____ %	Fourth Year	_____ %
Second Year	_____ %	Fifth Year	_____ %
Third Year	_____ %	Sixth Year	_____ %

Note: Not to exceed 33 1/3% of my current compensation amount.

5. **Return to Employment with the Board**

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

6. **Alteration of Contributory Percentage**

I may, by written notice to the School District given one month prior to the anniversary date of my participation in the Plan, alter the percentage amounts for the next or any subsequent year.

**Deferred Salary Leave Plan Memorandum of Agreement
Schedule "A"**

7. **Payment of Accrued Interest**

I direct the School District to pay Accrued Interest to me on each of the following dates:

- i) The December 31 which occurs at the end of the calendar year in which I become a Participant;
- ii) Each December 31 occurring after the date specified in clause (i) above; and
- iii) The last date of the Leave of Absence, or when the School District makes a payment under clause 4.4, 6.1, 6.2 or 6.3.

In accordance with Clause 3.3 of the Revised Deferred Salary Leave Plan it is understood that the Board is not liable to the participant for any investments made.

Teacher's Signature

Date

Superintendent's Signature

Date



PERSONAL INFORMATION
(Please Print)

Name: _____

Address: _____

Birthdate: _____

S.I.N.: _____

LETTER OF UNDERSTANDING # 107

BETWEEN

The Board of Education (The “Board”)
SCHOOL DISTRICT No. 63 (SAANICH)

AND

THE SAANICH TEACHERS’ ASSOCIATION (The “Association”)

Re: Qualification By Experience

The Board and the Association agree that an elementary trained teacher is qualified to teach grades 6 – 8 in our middle schools and that a secondary trained teacher is considered qualified to teach their subject(s) at the grade 8 level.

By contrast, the following terms apply to any applicant teacher who has insufficient academic qualifications for a posted position, but who does have experience for the posting. This agreement establishes what constitutes qualifications for any position based on experience alone.

1. For grades 9-12 a teacher must have taught a full course or served in a teaching capacity in the subject area for at least one full semester in the past five (5) years or three (3) full semesters in the past eight (8) years.
 - i. The “experience only” qualified teacher will be deemed qualified for that subject area at the grade(s) taught and any grade below, within the level of grades 8 to 12.

(e.g. a grade 10 social studies teacher qualified by this standard will be deemed qualified to teach grade 8 or 9 social studies.)
2. At the middle school level (grades 6 – 8) the teacher must have taught at least .5 point time for at least four (4) continuous months in the past five (5) years to be deemed qualified at that level. In a teaching area that requires special qualifications (e.g. band), the teacher must have taught .25 point time for at least eight (8) months within the past five (5) years if they do not satisfy the requirement of .5 point time for four (4) months.
 - i. A teacher will be deemed qualified at the middle school level for all the subjects taught during their qualifying experience under #2 above. If their qualifying experience(s) includes all the core subjects (i.e. Math, Science, English and Social Studies) they will be deemed qualified as a middle school generalist.

3. At the elementary level (K-5) a teacher must have taught at least four (4) continuous months as a generalist for at least .5 point time in the past five (5) years to be deemed qualified at that level. In a teaching area that requires special qualifications, the teacher must have taught at least .25 point time for at least eight (8) months in the past five (5) years if they do not meet the guideline of .5 point time for four (4) months.
 - i. The experience qualified generalist teacher will be deemed qualified at the grade level taught and one grade below and above within the level.

(e.g. a grade 4 5 generalist teacher qualified by this standard will also be deemed qualified to teach grades 4 and 6 as a generalist.)
 - ii. The experience qualified specialist teacher will be deemed qualified for that specialty teaching area for K-5.
4. Teacher-on-call service will not be counted toward the standards set out above.
5. Experience must be continuous for at least the periods described in #1, #2, or #3 above to qualify a teacher by the standards set out above.
6. Experience qualification described above must not have been deemed “less than satisfactory” pursuant to Article E.19: Teacher Evaluation.
7. Experience qualification gained in an educational program outside the Saanich district that is deemed to be equivalent to a Saanich program must be twice that described in #1 to #3 above.
 - i. Experience qualification as a generalist or in a subject or specialty area in grades K-8 must be for eight (8) months for at least a .5 point time.
 - ii. Grades 9-12 experience qualification must be for two complete semesters in a subject or specialty area.
8. This Letter of Understanding does not apply to a teacher who becomes ‘qualified by experience’ at SIDES when applying for a similar subject or grade-level vacancy at another school.
9. Specialty positions requiring post graduate educational certification (i.e. specialty diploma, red seal certificate or master’s degree) remain outside the scope of this Letter of Understanding.
10. Teachers requiring language proficiency for teaching in language programs other than English remain outside the scope of this Letter of Understanding.

Dated March 7, 2022

School District No. 63 (Saanich)

Saanich Teachers’ Association

LETTER OF UNDERSTANDING # 108

BETWEEN

The Board of Education (The “Board”)
SCHOOL DISTRICT No. 63 (SAANICH)

AND

THE SAANICH TEACHERS’ ASSOCIATION (The “Association”)

Re: Staffing Process 2022 – 2025

The parties agree to the following process until the completion of the 2024 – 2025 school year. This letter is without prejudice and without precedent to this and any other school district and/or any school year, and will only be renewed by the consent of all parties. This letter shall be in effect until June 30, 2025.

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PLANNING FOR SPRING STAFFING

1. Teachers with continuing appointments will remain in their school provided that their necessary qualifications, seniority, and school enrolment are sufficient to sustain their positions.
2. During April, the Human Resources Department in conjunction with school-based administrators will identify teachers with continuing status for whom it is expected there will not be a position of at least the higher of their equivalent current year annualized FTE (continuing plus temporary) or their highest annualized FTE during the previous 3 school years at their school for the next school year. These teachers will be deemed “excess to school need” and will be the least senior continuing teachers, subject to qualifications, within their school.
3. During Round 1 and Round 3 the Board will prepare postings that, to the greatest extent possible, do not combine teaching areas that require unlikely combinations of teaching qualifications that would have the effect of excluding a significant number of teachers. In some cases, combining teaching areas in the same

posting may be desirable to secure or retain specialist (i.e. difficult to fill) teacher services. Such postings will not be created for arbitrary or capricious reasons and the Employer will not create postings that could reasonably be considered to be designed for particular teachers or to exclude particular teachers. The Employer will provide the Association with advance notice of its intentions and its reasons.

4. Except as provided in #26 below, continuing positions that are vacated on a permanent basis (i.e. other than temporarily) will be posted as vacated unless any of the following situations apply:
 - a. All or a portion of the position no longer exists, for reasons of program decline or cancellation, in which case the remaining portion will be posted.
 - b. There is a reduction in the number of divisions in a school or subject blocks within a department and posting as vacated would cause one or more senior teachers within the school or department in question to receive a NOIL who would not otherwise receive one. At secondary, the resulting vacancy will consist of as many blocks as can be posted without issuing a NOIL to a teacher who would not otherwise receive one.
 - c. Where the need or demand for the vacated position or a portion thereof no longer exists, in which case the Employer may redefine the vacancy and post the redefined position(s).
 - d. The position vacated combines teaching areas with unlikely combinations of teaching qualifications as described in #3, in which case the position will either be:
 - i. split (and the components posted separately), or
 - ii. posted pursuant to #3 above, or
 - iii. re-assigned within the school to resolve the unlikely combination. The principal will only re-assign the minimum amount required to resolve the unlikely combination, in order to preserve the departing teacher's assignment as much as possible.

Where a vacated position is split for posting in accordance with #4.d.i, the Employer is only required to post components that exceed 0.3 FTE as mobility (Round 1). Components that are 0.3 FTE or smaller may be posted in Round 3 or awarded to teachers without posting in accordance with #27 below.

In all cases above, the Employer will provide the Association with advance notice of its intentions and reasons for claiming one of exceptions listed above in 4.a, 4.b, 4.c, or 4.d before posting.

MOBILITY POSTINGS (ROUND 1)

5. Vacancies for continuing positions which commence at the start of the next school year, and which are known by May 1 will be posted by the first Thursday in May by 4:00 pm, closing Tuesday of the next week at 10:00 am, to provide an opportunity for teachers to apply and change positions within the district. This will include known vacancies made available through retirements and resignations as well as any newly-created positions.

- a. The parties agree that, in order to facilitate the attraction or retention of teachers for the following school year, the Employer has the option to conduct post and fill rounds during March and/or April to provide early mobility opportunities for qualified teachers.
 - i. The Employer will provide reasonable notice to all teachers of the timing and specialist teaching areas to be posted prior to Round 1 posting.
6. All positions posted pursuant to #5 above or #7 below are considered permanent vacancies. Teachers who win permanent vacancy mobility postings will be considered to have vacated their current position unless:
 - a. The mobility posting does not conflict with their current position and together the two positions total not more than 1.0 FTE; or
 - b. The senior, qualified applicant is from the same school as the posting, in which case the successful teacher will drop portions of their current assignment or the posted mobility posting so no conflict exists. The remaining portions will be posted in Round 3 or reassigned in accordance with #27 below.
7. Vacancies which are created by the filling of mobility postings in the first week of May as described in #5 will be posted immediately after the NOIL round, according to #13 below.
8. Vacancies which result from complete leaves for the entire school year which are known to the employer before May 25 will be considered temporary mobility opportunities, and the following terms shall apply:
 - a. These vacancies will be posted immediately after the NOIL round, according to #11 below. Only leaves posted in this round qualify as temporary mobility opportunities.
 - b. A teacher who wins a temporary mobility posting will NOT be considered to have vacated their current continuing position. The teacher will be placed back in their original position in spring staffing for the following year. Such temporary mobility postings cannot be split pursuant to # 6.b above.
 - c. Successful applicants to temporary mobility postings in this round will be backfilled with a temporary Round 3 posting.
9. Vacancies anticipated as a result of the Notices of Intent to Layoff will not be posted in this round. The parties agree that Notices of Intent to Layoff are for the purposes of ensuring employment opportunities for teachers pursuant to this letter and not for the purpose of providing mobility opportunities for teachers.
10. Vacancies that are created by mid-year retirements will be posted as either continuing or temporary positions during this round or in the fall as the circumstances warrant.

- a. Such vacancies for which it is known that there will be a continuing need will be posted as continuing and will be awarded in accordance with #13 below regardless of the time of year at which they are posted.
 - b. Such vacancies for which it is not known that there will be a continuing need will be posted as temporary for the balance of the school year and will be awarded in accordance with #13 or #23 as applicable.
 - i. Vacancies described in #10.b will be posted in accordance with #4 in the next Mobility Round as continuing for the following September provided that the need for the position at the school continues to exist for that school year.
11. Round 1 mobility postings will re-commence during the first week of June after the completion of the NOIL process (Round 2) and will include all postings before the Round 3 postings in the second week of June. Such mobility postings will be awarded in accordance with #13 below.
 12. Vacant continuing positions that are between 0.75 and 1.0 FTE inclusive will be considered mobility opportunities regardless of the time of year at which they are posted to provide further opportunity for teacher to apply for and change positions within the district. Such mobility postings will be awarded in accordance with #13 below.
 13. Provided the senior applicant teacher has the necessary qualifications for the posted vacancy, the senior applicant teacher will be awarded the position in all mobility postings.

NOTICE OF INTENT TO LAYOFF (NOIL) PLACEMENT PROCESS (ROUND 2)

14. After the first mobility round of postings is complete in early May and before any further rounds of postings are conducted, the Human Resources Department will identify the teachers based on seniority who will be issued a Notice of Intent to Layoff pursuant to Article C.5.1.d. This will include the teachers previously identified as “excess to school need” and all continuing teachers within the district who have less seniority than the most senior teacher deemed “excess to school need” at any school at the same level. The number of years of seniority of teachers receiving a Notice of Intent to Layoff may vary among secondary, middle, and elementary levels.
 - a. Less senior teachers occupying a position requiring specialized qualifications may be excluded from the NOIL process if the specialized portion of their position is 0.7 FTE or greater when:
 - (1) More senior teachers who will receive Notices of Intent to Layoff do not possess the specialized qualifications for the position held by the less senior teacher; and
 - (2) The less senior teacher occupying the position possesses the specialized qualifications referred to in (a) above.

15. The less senior teachers (in #14a above) who are excluded from the Notices of Intent to Layoff will be included in the district staffing process described in Round 2 if their position is less than 1.0 FTE.
16. The Board will provide to all teachers receiving a Notice of Intent to Layoff:
 - a. The list of all teachers with the same or less seniority (projected to June 30) than the most senior teacher to whom the Employer intends to issue a Notice of Intent to Layoff, regardless of level. This list will indicate which teachers have been excluded from the NOIL process and why.
 - b. An opportunity for those teachers receiving a Notice of Intent to Layoff to meet with the Employer and the Association to review staffing procedures and the list described in #16a above.
 - i. Teachers with a Notice of Intent to Layoff will have at least three school days, from the meeting described in #16b above to challenge, based on necessary qualifications, the Employer's exclusions from the Intent to Layoff list by notifying both the Employer and the Association in writing or by email.
 - c. Where practicable, and in effort to reduce the NOIL line, the Employer and Association will meet with the most senior teacher(s) to provide advance access to positions available and for the purpose of selecting a position.
17. For purposes of the NOIL process, a teacher whose position continues to exist will be considered tentatively assigned to that position for the following school year. Such a teacher will be able to express their preference for that position and/or others in accordance with #19 and #20 below.
18. Positions left available through the issuance of Notices of Intent to Layoff will be published during the third week of May and will close after a five-day period.
19. Teachers will a Notice of Intent to Layoff will express their interest in their current position and/or other positions published in Round 2 for which they are qualified and will list preferences for particular positions in order.
 - a. The list of teacher preferences referred to above will only apply if:
 - i. The Employer is not able to return the teacher with a Notice of Intent to Layoff their current position with at least the current FTE level or
 - ii. A position to which the teacher has expressed a preference and is qualified, would otherwise be filled by a teacher with less seniority.
 - b. The Employer will award positions in descending order of district seniority subject to the applicant teacher possessing the necessary qualifications for the available position. In so doing, the Employer will make every attempt to arrange assignments to permit the creation of as many full time positions as possible in order to increase the senior less than 1.0 FTE applicant teachers to full time.

- c. The position awarded will, under normal circumstances, be the teacher's top priority choice of the available (remaining) positions for which the teacher is qualified.
 - d. The Employer may award a position other than the choice in #19c above only when (i) and (ii) below occur:
 - i. The decision is made for educationally sound reasons. Maintaining an incumbent NOIL teacher in their full position will be considered an educationally sound reason for the purposes of #19.d.
 - ii. The position awarded is the next available preference expressed by the teacher.
20. Where a teacher does not express any preference or where a teacher's preferences are exhausted, the Employer will not assign that teacher except to return that teacher to their current position if it is still available.
21. Any unpublished position that may exist at the time of the district staff meeting will be filled through the posting process in subsequent rounds.
22. The Employer will provide the Association with a listing of the successful candidates for the positions awarded in Round 2. The list will be provided within 3 working days and will specify situations in which teachers are not placed in their top priority choice of available positions.

GENERAL POSTINGS (ROUND 3)

23. Round 3 postings, except for mobility postings as described in this letter, will begin on the second Thursday in June. Such postings should reflect only those vacancies not reasonably known to the Employer before Round 3 postings begin. Such postings will be awarded in accordance with #23 below and Appendix C of this Letter of Understanding.
24. The parties recognize that, subject to the necessary qualifications, greater seniority should be commensurate with greater job security and increased opportunities to secure a full-time position. During Round 3 except for mobility postings as described in this letter, teachers who would be increasing their FTE position when filling vacant positions will receive priority over more senior teachers who would not be obtaining a greater FTE position. Nothing in this clause precludes the provisions of Article E.14.7 where applicable.
25. The Employer will make every attempt to arrange assignments, consistent with #3 above, to permit the creation of as many full time positions as possible in order to increase the less than 1.0 FTE teachers to full time.
26. When filling vacancies, the position described in the posting will only be divided into two or more positions and awarded to more than one applicant during Round 3 if it results in increasing the senior, less than 1.0 FTE teacher applicant in the school who would otherwise win the posting, subject to the provisions of #23 above.

27. Continuing positions that are vacated after the final postings in June or during the school year may be filled on a temporary basis for the balance of the school year either through posting(s) and/or in accordance with #28.
 - a. Vacancies described in #26 will be posted in accordance with the provisions of #4 in the next mobility round as continuing for the following September provided that the need for the position at the school continues to exist for that school year.
28. Assignment increases pursuant to Article E.15.6 will only occur after the summer closure period in mid-August and during the school year and should reflect only those increases not reasonably known to the Employer before the summer closure period.
 - a. Such increases to a teacher's position will be limited to 0.3 FTE annualized over the school year and will be offered to the senior less than 1.0 FTE teacher in the school with the necessary qualifications provided the increase in assignment does not conflict with the teacher's existing schedule.
 - b. All increases awarded under this paragraph pursuant to Article E.15.6 will be awarded on a temporary basis.
 - c. All increases under Article E.15.6 shall be published within five (5) working days.
29. Subsequent rounds of postings will occur as necessary with vacancies posted on Thursdays and closing the following Tuesday at 10:00 a.m. During June, vacancies may be posted on a day other than a Thursday provided they are posted for the same number of days.
30. There will be no posting activities between July 8 and August 14 with the exception of difficult to fill positions that have already been posted and not filled. The Board will provide the Association of advance notice of such postings.

LAYOFF AND RECALL

31. Teachers who have received a Notice of Intent to Layoff and who are awarded a position prior to June 30, including a position of less FTE than their current assignment, will receive notice of cancellation or the Notice of Intent to Layoff. Teachers who are awarded a position of less FTE than their current assignment will retain recall rights for the remaining entitlement, and will be considered a recall teacher.
32. In order to be considered for a vacant position, all teachers, including teachers who are on the recall list, must apply for posted vacancies.
33. Teachers who have received a Notice of Intent to Layoff and who have not been awarded a position by June 30 will receive confirmation of Layoff pursuant to Article C.5.1.d. and will have recall/severance rights pursuant to Article C.5. A teacher who elects to remain on layoff and apply for posted vacancies cannot subsequently amend that election to receive severance pursuant to Article C.5 after the postings of third week of September have been awarded.

- 34. The Employer will not pay severance when a laid off teacher has not applied for postings of equal or greater FTE to the position from which they were laid off after Round 2 and before June 30 that they would have won on the basis of seniority and necessary qualifications.
- 35. For recall teachers, necessary qualifications will be determined pursuant to Article C.5.1.c.
- 36. For the duration of the Letter of Understanding, the provisions of Article C.5.2.a and Article C.5.2.d.i are suspended. Recall teachers must apply for positions. Article C.5.2.d.ii remains in force.

This letter of understanding on the staffing process in Saanich School District signed by:

Saanich Teachers Association

School District No. 63 (Saanich)

Date: March 7, 2022

Date: March 7, 2022

LETTER OF UNDERSTANDING # 109

BETWEEN

The Board of Education (The "Board")
SCHOOL DISTRICT No. 63 (SAANICH)

AND

THE SAANICH TEACHERS' ASSOCIATION (The "Association")

Re: Employment Equity – Indigenous Employees

The parties recognize that Indigenous Employees are underrepresented in the Saanich School District. The parties are committed to redress the under-representation of Indigenous Employees and therefore further agree that:

1. The following shall apply in relation to positions that have received "special program" designation through application to the Human Rights Tribunal under section 42 of the Human Rights Code in relation to Indigenous Ancestry:
 - a. For the purpose of filling a vacancy, being a person with Indigenous Ancestry shall be considered a Necessary Qualification.
 - b. Provided the senior applicant has the Necessary Qualifications for the vacancy, the senior applicant will be awarded the position. Seniority shall be determined according to Article C.2 (Seniority).
 - c. Where there is no candidate with Indigenous Ancestry, and the Employer has determined that the position is still required to be filled, the position shall be awarded to the senior applicant provided that the senior applicant has the remaining Necessary Qualifications and the following terms shall apply:
 - i. Successful candidates without Indigenous Ancestry shall be awarded the vacancy on a temporary basis.
 - ii. If the position would have otherwise been a continuing position then continuing status shall be granted to the successful candidate.,
 - iii. The position will be reposted during the first Mobility Round of postings for the following year. The position will be advertised both internally and externally. Preference will be given to internal candidates who have the Necessary Qualifications.
 - iv. If no applicant has Indigenous Ancestry, the position will be offered to the incumbent without the necessity of the posting process for a subsequent year.
 - d. For the purposes of the NOil round, being a person with Indigenous Ancestry shall be considered a qualification for these positions.

2. As it is the intention of the parties to increase the number of positions held by teachers with Indigenous Ancestry within the District, there shall be preferential hiring in the following manner:
 - a. The Association and the Employer will meet after the results of the NOil round are known and before the next round of postings to review the known vacancies (the "Vacancies") that will be posted.
 - b. The Vacancies shall be offered to underemployed teachers who self-identify as Indigenous; have shared this information with the Human Resources Department; and who possess the Necessary Qualifications, in order of seniority.
 - c. The remaining Vacancies will be posted during the following round of postings according to IOU#108 Staffing Process.
 - d. The awarding of Vacancies under Article #2 will be listed in the Successful Candidates list.
3. Teachers who have Indigenous Ancestry and who are working within an assignment will not be subject to assignment change limitations including seniority and maximum FTE increase as outlined under E.15.6 and IOU#108 Staffing Process as it is the intention of the parties to increase the number of opportunities for teachers with Indigenous Ancestry to gain full-time positions within the District.
 - a. The Employer shall provide the Association with forty-eight (48) hours advance notice prior to the application of Article #3.
 - b. Where there are one or more teachers with Indigenous Ancestry who would qualify for an increase in assignment, the increase will be offered to the senior teacher first.
 - c. The removal of seniority and assignment change limitations is to enable the preferential increase in FTE of Teachers with Indigenous Ancestry until such time as the percentage of Indigenous Teachers is proportional to the percentage of Indigenous students in the District.
4. The Employer shall commit to the preferential hiring of applicants with Indigenous Ancestry with the Necessary Qualifications to be placed on the Teacher Teaching on Call ("TTOC") list, until such time as the percentage of Indigenous Teachers Teaching on Call is proportional to the percentage of Indigenous students in the District.
5. The Employer shall provide a draft copy to the Association of its mid-program report to the BC Office of the Human Rights Commissioner for comment.
6. The Employer and the Association shall meet at least six months prior to the expiration of the Special Program to make comments on the application for renewal of the Special Program.

7. As it is the intention of the parties to support all Staff to continue to build awareness and understanding of Indigenous cultures, the Employer shall provide Indigenous Cultural Competency Training with a foundational focus on W̱SÁNEĆ language, culture and history.
8. The Association shall communicate known Professional Development opportunities with Indigenous topics to its membership.

In the event concerns arise through the application or interpretation of this Agreement, the parties will meet within ten (10) working days to find mutual resolution. This Letter of Understanding may be amended by mutual agreement between the parties.

Dated March 7, 2022

Michael MacEwan, STA President
Saanich Teachers' Association

Robyn Ried, Director of Human Resources
School District No. 63 (Saanich)

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