

**2022-2025**

**COLLECTIVE AGREEMENT**

**PROVINCIAL AND LOCAL CONSOLIDATION**

**‘WORKING DOCUMENT’**

**Between**

**The Board of Education**

**School District No. 43 (Coquitlam)**

**and**

**The Coquitlam Teachers’ Association**

**EFFECTIVE JULY 1, 2022 TO JUNE 30, 2025**

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

**Acknowledgement of Traditional Territories**

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

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1. PREAMBLE (L)

The two parties recognize and support the purposes of this Agreement as being:

- a. to promote harmonious relations between the Board and its managers and the CTA and its teachers;
- b. to encourage cooperation between the Board and the CTA in the provision of efficient, quality programs and services for the students of the district;
- c. to set forth the terms and conditions of employment agreed to between the parties;
- d. to set forth mechanisms for the expeditious resolution of differences which may arise from time to time as to the application or interpretation of the Agreement.

2. AGREEMENT (L)

This Agreement is made pursuant to and governed by the School Act and the Labour Relations Code. In the event of any conflict between this Agreement and the provisions of those Acts and any Regulations made thereunder, those Acts and Regulations shall prevail.

Terms used in this Agreement shall have the meanings defined in those Acts. The use of one gender in this Agreement shall include the other and use of the singular shall include the plural unless the sense of the provision requires otherwise.

## **SECTION A        THE COLLECTIVE BARGAINING RELATIONSHIP**

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

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

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

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

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

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer in School District No. 43 (Coquitlam) recognizes the Coquitlam Teachers' Association as the teachers' union for the negotiation of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by Collective Agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

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

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

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

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in



the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.

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

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

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

attending a “half-day” meeting shall receive a half-day’s pay. If the meeting extends past a “half-day,” the TTOC shall receive a full-day’s pay.

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

### **1.        Preamble**

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

### **Steps in Grievance Procedure**

### **2.        Step One**

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

### **3.        Step Two**

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

### **4.        Step Three**

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

local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

- c. Review Meeting:
  - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a Provincial Matters Grievance that has been referred to arbitration.
  - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
  - iii. Each party shall determine who shall attend the meeting on its behalf.
- 8. Arbitration (Conduct of)
  - a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
  - b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
  - c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
  - d. Authority of the Arbitrator:
    - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
    - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.

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

## 9. General

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

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

### **1. Scope**

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

## **2. Process**

- a. The grievance shall be referred to one of the following arbitrators:
  - i. Mark Brown
  - ii. Irene Holden
  - iii. Chris Sullivan
  - iv. Elaine Doyle
  - v. Judi Korbin
  - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel.
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

- k. Neither party shall appeal or seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

### **3. Local Provisions**

- a. Any grievance that has not been resolved prior to arbitration may be referred to expedited arbitration by the party originating the grievance except for:
  - i. dismissals
  - ii. suspensions in excess of twenty (20) days
  - iii. policy or general grievances

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

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

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

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

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

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



## **ARTICLE A.20      STAFF REPRESENTATIVES**

1. The employer recognizes staff representatives in each school selected by the CTA to represent its members and agrees that staff representatives shall not be hindered, coerced, restrained or interfered with while representing members.
2. For the purposes of this article the provisions of Article G.20.1.m shall be excluded.
3. CTA staff representatives shall be provided the opportunity to convene meetings of members in the school, such meetings to be held outside instructional hours.
4. When a meeting with a teacher is to be held at which the staff representative is to be present, the principal shall provide advance notice and schedule same at a time convenient to the parties.
5. When it is necessary for the staff representative to be relieved of instructional time it shall be with no loss of pay.
6. The executive officers or school staff representatives shall not hold discussions or meetings with a teacher(s) at a time when the teacher(s) is assigned to a class.

## **ARTICLE A.21      RIGHT TO REPRESENTATION**

1. An employee shall have the right to be accompanied by a representative of the Association at a meeting between that teacher and an administrative officer if:
  - a. the meeting is or may become discipline related, in which case the Administrative Officer shall advise the employee of this right to representation, or
  - b. an employee or the administrative officer has reasonable cause to believe that a representative of the Association should be present.
2. The employee or the administrative officer shall have the right to suspend the meeting until a representative of the Association is present.

## **ARTICLE A.22      PICKET LINES**

1. All employees covered under this Agreement have the right to refuse to cross or work behind a picket line unless same is declared illegal by the Labour Relations Board or the courts.
2. Failure to cross a picket line encountered in carrying out business for the employer shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, but shall be deemed to be absence without pay.

3. Teachers will not be expected, except in an emergency situation, to perform, nor to direct students to perform, duties that are under the jurisdiction of employees who are on strike or locked out.

## **ARTICLE A.23 ACCESS TO FACILITIES**

The CTA shall have access to school facilities and equipment at no cost to the Board in order to transact official business. Such use shall not conflict with regular instructional and related school activities nor any other previously scheduled event or activity at any given facility. The method of arranging usage shall be as determined by the Board.

## **ARTICLE A.24 CONTRACTING OUT**

1. All work performed by members of the bargaining unit as part of regular duties and responsibilities shall continue to be performed by members of the bargaining unit. Except as mutually agreed upon between the Board and the CTA, the Board shall not contract out duties of the type and kind that would normally and regularly be performed by a member of the bargaining unit.
2. Adult Education
  - a. The Board may provide educational programs which are delivered solely or jointly in partnership with non-governmental organizations where the specialized nature of the required program is such that it cannot reasonably be accommodated within a Continuing Education program.
  - b. Except as provided in A.24.2.c below, the Association will be consulted at least forty-five (45) days prior to the initiation of any new program which the Board intends to offer under this clause.
  - c. If time constraints do not allow for the notice period referred to in clause b above, the Association shall be informed of such new programs at the earliest practical opportunity.

## **ARTICLE A.25 INTERNAL MAIL**

The CTA shall have access to the district mail bag delivery service and school mail boxes, where necessary, for an annual fee as determined by the superintendent of schools or their designate for the conveyance of business communications to members of the bargaining unit. It is agreed that discretion must be used with the distribution of sensitive materials.

## **ARTICLE A.26 COPY OF AGREEMENT**

The employer shall provide printed copies of this agreement within a reasonable time of the conclusion of negotiations and on the following basis:

- a. One (1) printed copy of the agreement for each elementary school, middle school, and Continuing Education site to be distributed by the CTA;
- b. Two (2) printed copies of the agreement for each secondary school site to be distributed by the CTA; and
- c. Additional printed copies not to exceed fifty percent (50%) of the total amount provided under Article A.26.a and A.26.b, to be shared equally between the CTA and Board.

The cost of producing the collective agreements will be shared equally between the CTA and Board. The employer shall also make the collective agreement accessible to CTA members online.

## **ARTICLE A.27 EDUCATION COMMITTEES**

1. The Board may establish committees related to the Primary, Intermediate, Middle, Secondary and Adult Education programs.
2. The committee shall be composed of an equal number of administrative representatives chosen by the Board and representatives chosen by the CTA and shall be chaired by an assistant superintendent or director of instruction.
3. The committee shall be responsible for making recommendations to the superintendent of schools related to program and curriculum change issues, such as the following:
  - a. time for implementation, collaboration, assessment and evaluation;
  - b. appropriate and adequate in-service and retraining;
  - c. program support materials;
  - d. space facilities and equipment; and
  - e. pilot testing of new programs.

## **ARTICLE A.28 DISTRICT/ASSOCIATION CONSULTATION COMMITTEE**

1. The parties will consult once during each of the months of October, January and March of each school year regarding issues relating to the workplace that affect the parties or any employee by this Agreement. Additional meetings as required shall be by the mutual agreement of the parties.

2. The purpose of this committee is to promote the cooperative resolution of workplace issues, as provided for in Section 53 of the B. C. Labour Code and to develop an adjustment plan if required under Section 54 of the B. C. Labour Code.

## **ARTICLE A.29 ACCESS TO INFORMATION**

1. The Board agrees to furnish to the Association information concerning financial resources and professional staff of the District:
  - a. Statements and schedules as required in Section 2(1) of the Financial Information Act, Board approved budgets and financial information as provided by the Ministry of Education;
  - b. Professional employee information including a list of employees, showing their names, addresses, phone numbers, grid placement, seniority, staff assignment, and the number of teachers who receive an allowance at each step of the schedule of allowances as of October 31 and March 31;
  - c. Notification of vacant positions, transfers, hirings, resignations, retirements, employee deaths, discharges and suspensions;
  - d. Notification of draft versions of less than satisfactory teaching reports and provide final less than satisfactory teaching reports as provided for in Article C.22.4.j; and
  - e. Agendas and minutes of Board meetings at the time of distribution as set by Board policy.

In addition, the Board, upon request, will consider providing any other information the Association deems necessary to fulfill its role as the representative.

### **2. Benefit Costs**

The Board, upon request by the Association, agrees to furnish the estimated cost to the Board, in the current fiscal year, of benefits paid on behalf of teachers such as: dental plan, group life insurance, medical services plan, extended health plan, educational leave plan, course fee assistance, group disability salary continuance plan and employee assistance plan.

### **3. Public Information**

The Board, upon request by the Association, agrees to furnish such information as is normally available to the public.

### **ARTICLE A.30      BULLETIN BOARDS**

A bulletin board shall be available in a staff room of each school to enable the posting of notices on CTA business and activities.

### **ARTICLE A.31      RECOGNITION OF MANAGEMENT RESPONSIBILITIES**

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

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

### **ARTICLE B.1        SALARY**

1. The local salary grids are amended to reflect the following general wage increases:
  - a. Effective July 1, 2022
    - i. \$427 to each step of the salary grid; and
    - ii. 3.24%
  - b. Effective July 1, 2023
    - i. by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2022 (Cost of Living Adjustment) to a minimum of 5.5% and a maximum of 6.75%, calculated as per B.1.9
  - c. Effective July 1, 2024
    - i. by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2023 (Cost of Living Adjustment) to a minimum of 2.0% and a maximum of 3.0%, calculated as per B.1.9
2. Where collective bargaining is concluded after June 30, 2022, retroactivity of general wage increases will be applied as follows:
  - a. Teachers employed on the date of ratification and who were employed on July 1, 2022 shall receive retroactive payment of wages to July 1, 2022.
  - b. Teachers hired after July 1, 2022 and who were employed on the date of ratification, shall have their retroactive pay pro-rated from their date of hire to the date of ratification.
  - c. Teachers who retired between July 1, 2022 and the date of ratification, shall have their retroactive pay pro-rated from July 1, 2022 to their date of retirement.
3. The following allowances shall be adjusted in accordance with the percentage increases in B.1.1 above:
  - a. Department Head
  - b. Positions of Special Responsibility
  - c. First Aid
  - d. One-Room School
  - e. Isolation and Related Allowances
  - f. Moving/Relocation
  - g. Recruitment & Retention
  - h. Mileage/Auto not to exceed the CRA maximum rate

4. The following allowances shall not be adjusted by the percentage increases in B.1.1 above:
  - a. Per Diems
  - b. Housing
  - c. Pro D (unless formula-linked to the grid)
  - d. Clothing
  - e. Classroom Supplies
5. Effective July 1, 2022, each local salary grid shall be restructured to eliminate the first step of each grid.
6. Effective July 1, 2023, the local salary grids are amended to provide a 0.3% increase to the top step of the salary grid.
7. Effective July 1, 2024, the local salary grids are amended to provide a 0.11% increase to the top step of the salary grid.
8. Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.
9. **2023 and 2024 Cost of Living Adjustments (COLA)**

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

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

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

## Local Provisions

### 10. General

- a. No teacher shall receive a reduction in salary due to the implementation of this schedule.

### 11. Basic Scale of Annual Pay

- a. The salary of Adult Education teachers will be based on the provisions of Article D.22.
- b. Teachers' salaries shall be paid on the basis of the following scales:
  - i. Holiday pay and/or vacation pay is included in the salaries.

### July 1, 2022 – June 30, 2023

	CATEGORY			
	Cat 4	Cat 5	Cat 5+	Cat 6
Years of Experience	Annual Salary	Annual Salary	Annual Salary	Annual Salary
0				
1	\$ 54,306	\$ 58,706	\$ 63,016	\$ 64,485
2	\$ 56,792	\$ 61,860	\$ 66,412	\$ 67,922
3	\$ 59,278	\$ 65,016	\$ 69,808	\$ 71,357
4	\$ 61,763	\$ 68,170	\$ 73,203	\$ 74,794
5	\$ 64,249	\$ 71,323	\$ 76,601	\$ 78,231
6	\$ 66,736	\$ 74,478	\$ 79,998	\$ 81,667
7	\$ 69,221	\$ 77,633	\$ 83,392	\$ 85,104
8	\$ 71,706	\$ 80,788	\$ 86,789	\$ 88,541
9	\$ 74,191	\$ 83,942	\$ 90,185	\$ 91,977
10	\$ 79,736	\$ 90,571	\$ 96,971	\$ 99,222



**July 1, 2023 – June 30, 2024**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>				
<b>1</b>	\$ 57,972	\$ 62,669	\$ 67,269	\$ 68,837
<b>2</b>	\$ 60,626	\$ 66,036	\$ 70,895	\$ 72,506
<b>3</b>	\$ 63,280	\$ 69,405	\$ 74,520	\$ 76,174
<b>4</b>	\$ 65,932	\$ 72,772	\$ 78,145	\$ 79,843
<b>5</b>	\$ 68,586	\$ 76,138	\$ 81,772	\$ 83,512
<b>6</b>	\$ 71,241	\$ 79,506	\$ 85,397	\$ 87,179
<b>7</b>	\$ 73,894	\$ 82,874	\$ 89,021	\$ 90,848
<b>8</b>	\$ 76,547	\$ 86,242	\$ 92,647	\$ 94,517
<b>9</b>	\$ 79,199	\$ 89,608	\$ 96,273	\$ 98,185
<b>10</b>	\$ 85,358	\$ 96,957	\$ 103,808	\$ 106,217

**July 1, 2024 – June 30, 2025**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>				
<b>1</b>	\$ 59,711	\$ 64,549	\$ 69,287	\$ 70,903
<b>2</b>	\$ 62,445	\$ 68,017	\$ 73,022	\$ 74,681
<b>3</b>	\$ 65,178	\$ 71,487	\$ 76,755	\$ 78,459
<b>4</b>	\$ 67,910	\$ 74,955	\$ 80,489	\$ 82,238
<b>5</b>	\$ 70,644	\$ 78,422	\$ 84,225	\$ 86,017
<b>6</b>	\$ 73,378	\$ 81,891	\$ 87,959	\$ 89,795
<b>7</b>	\$ 76,111	\$ 85,360	\$ 91,692	\$ 93,574
<b>8</b>	\$ 78,843	\$ 88,829	\$ 95,426	\$ 97,353
<b>9</b>	\$ 81,575	\$ 92,297	\$ 99,161	\$ 101,130
<b>10</b>	\$ 88,012	\$ 99,972	\$ 107,036	\$ 109,520

## 12. Allowances

### a. Allowance Rates as Percentage of Category 6 Maximum

POSITION	YEAR 1	YEAR 2
Supervisor and Program Coordinators	13.5	14.5
Head Teachers	5.5	6.5
Project Consultants	5.5	6.5
Department Heads/Team Leaders – Major	5.5	6.5
Area Counsellors	3.0	4.0
Department Heads/Team Leaders – Minor	3.0	4.0

### b. Payment

Allowances shall be added to the regular scheduled salary which would be received as a teacher.

### c. Increment Credit for Department Heads

The allowance for a department head shall be paid on the "Year 2" rate provided the teacher concerned has successfully completed at least one (1) full year as a department head (major or minor) in School District No. 43 (Coquitlam), and that this experience was gained within the last five-year (5) period.

## 13. Teacher Qualification Service (TQS) Category

	CERTIFICATION (issued by College or the Ministry of Education)	TEACHER TRAINING & UNIVERSITY WORK COMPLETED (including at least one year basic teacher training)	TEACHER QUALIFICATION SERVICE CATEGORY
Standard or Professional Certificate	SC/PC/P	Four Years	4
Professional Certificate	SB/PB/P	Five Years	5
Professional Certificate	SB/PB/P	Category 5 plus additional credits pursuant to Article B.12 & TQS Regulations	5+
Professional Certificate	SA/PA	Six Years with Masters Degree or Higher – see TQS Regulations	6

#### 14. Initial Placement

##### a. Salary Scale

Except as otherwise provided in this agreement, the salary schedule(s) found in this agreement in Article B.1.11, provides remuneration for all persons covered by this agreement according to their qualifications established in years of preparation and certification and their years of experience.

- i. Placement on scale of teachers who hold a certificate issued by the Registrar of the Teacher Regulation Branch shall be determined in accordance with the category assigned by the Teacher Qualification Service and in accordance with years of experience as determined by Articles B.1.14, B.1.15 and B.14 of this agreement.
- ii. Placement on scale of Adult Education teachers who do not hold a certificate issued by the Registrar of the Teacher Regulation Branch shall be determined by:

- (1) the following table of qualification equivalency:

Salary Category	Qualifications
4 (PC)	Bachelor's degree
5 (PB)	Bachelor's degree plus an Adult Education Diploma, ESL Diploma, or a Master's Degree
5+	Category 5 plus fifteen (15) units pursuant to the provisions of Article B.12.
6 (PA)	Master's Degree plus an Adult Education Diploma/ESL Diploma

All qualifications must be equivalent to UBC standards.

- (2) and years of teaching experience.

- iii. At the time of appointment, the Board shall advise the employee, in writing, of the documentation required to establish initial scale placement. The employee shall be responsible to advise the Board if any delay is expected in meeting the deadlines and the procedures for redesignation and appeal of any decision with respect to scale placement.
- iv. Each employee shall submit all documentation required by the Board to establish salary placement, including category and experience. Such documentation shall be submitted within three (3) months of commencement of employment or change in categorization or certification. The employee shall be responsible for advising the Board, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits. Employees will be placed on the Teachers' Salary Scale at Category 4, 0 Experience until documentation has been received to warrant an upgraded placement/category. Employees will receive retroactive pay according to Articles B.1.14 and B.12.
- v. In the event that a teacher is unable to prove a category change within the three-month period stipulated above, the classification change shall become effective on the first day of the month in which the category change is proven by the teacher.

The Board shall not refuse a request for extension of the time limits if it can be proven that the teacher:

- (1) has provided all documents and/or fees necessary to the Teacher Regulation Branch, if relevant; and
- (2) provides written proof, within one (1) month of the deadline, that the delay in obtaining a transcript, a certificate or category card has been caused by a university, a Ministry of Education, Teacher Regulation Branch, the Teachers' Qualification Service, other relevant institution, or circumstances beyond the control of the teacher.

The Board shall advise the employee, in writing, when any documentation has been received including category and experience placement that has been assigned.

- vi. In the event that an employee wishes to appeal their placement on the salary scale for category and/or experience, the employee may apply through the grievance process.

## 15. Category Change

- a. It is the responsibility of the teacher to apply for category and experience placement change.
- b. Teachers applying for category change shall produce proof of the change in category within three (3) months of the dates referred to in B.1.15.d.
- c. In the event that a teacher is unable to prove a category change within the three-month period stipulated above, the classification change shall become effective on the first day of the month in which the category change is proven by the teacher. The Board shall not refuse a request for extension of the time limits if it can be proven that the teacher:
  - i. has provided all documents and/or fees necessary to the Teacher Regulation Branch, if relevant; and
  - ii. provides written proof, by November 30th for a Fall category change and April 30th for a Spring category change within one (1) month of the deadline, that the delay in obtaining a transcript, a certificate or category card has been caused by a university, a Ministry of Education, Teacher Regulation Branch, the Teachers' Qualification Service, other relevant institution, or circumstances beyond the control of the teacher.

### d. Category Change Effective Date

Classification of teachers into TQS categories, including Category 5+, shall be made to take effect as at September 1st and February 1st each year.

### e. Category Placement for Teachers with Letters of Permission

Persons holding Letters of Permission will be placed on Category 4 and will only be entitled to accumulate up to a maximum of six (6) years of experience credit.

### f. Category 6

Teachers with a P.A. certification and/or Category 6, holding a Masters Degree shall be paid above the salary scheduled to be paid to teachers with Category 5 + certification.

g. Industrial Education Teachers

Industrial Education teachers, employed to commence teaching in September, 1974, and subsequent years, will be placed on the Category 4 salary scale provided they:

- i. are assigned to teach in a middle and secondary school; and
- ii. will be teaching more than fifty percent (50%) of their time in the field in which they hold a Journeyman's Certificate and have a maximum of two (2) years' experience at their trade, such experience to have been gained subsequent to having obtained the Journeyman's Certificate. Experience as a teacher does not count as experience in the trade.
- iii. Hold less than a Professional Teaching Certificate.
- iv. Within five (5) years they must complete their Professional Teachers' Certificate.

16. Pro-rating Salary

For partial month service, salary shall be adjusted on the following basis:

a. Rate of Deduction

For each day that a teacher is not entitled to pay in any month the Board shall deduct 1/20th of monthly salary.

b. Partial Month Engagement

When employment begins after the first or terminates before the last teaching day of the month, the Board shall pay for the days worked in proportion to the number of teaching days in the month.

Article B.1.16 Pro-rating Salary does not apply to Adult Education Teachers.

17. Work Beyond Regular Work Year

a. Work beyond the regular work year as defined in Article D.22 is voluntary.

b. Compensation

A teacher who is requested by the Board and agrees to work beyond the regular work year shall be paid as follows:

- i. K – 12: The teacher shall be paid on scale, or may take equivalent compensatory time at full pay at a mutually acceptable time during the school year in lieu of receiving payment.
- ii. Adult Education: The teacher shall be paid at their regular hourly rate for the additional assignment.
- c. A teacher required to travel or incur costs beyond those ordinarily expected in the teacher's regular assignment with the Board will be reimbursed for out-of-pocket expenses upon submission of an expense voucher.

18. First Aid Attendants

Teachers who possess Industrial First Aid Certificates may request in writing to the superintendent of schools to be designated as first aid attendants in schools where WorkSafe BC requires such coverage. The work responsibilities shall be determined by WorkSafe BC regulations and otherwise as determined by the Board and the CTA. The rate of pay for K – 12 teachers shall be \$100 per month of service. The rate of pay for Adult Education teachers shall be one dollar (\$1.00) per hour of service.

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

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

6. Rate of Pay: [See B.2.7.b below for Adult Education teachers]  
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**

7. Adult Education Teachers
- a. Pay in Lieu of Benefits
    - i. Adult Education teachers who are employed as teachers teaching on call in Continuing Education shall be paid an additional 60 cents per hour in lieu of benefits. This benefit in no case will be less than \$1.50.
    - ii. B.2.7.a shall not apply to Adult Education teachers who are employed as teachers teaching on call in Continuing Education who are in receipt of benefit coverage through alternate employment in SD 43 (Coquitlam) or any other school district in B.C.
  - b. For the first three (3) days of an assignment or assignments, Adult Educators who are employed as teachers teaching on call in Continuing Education shall be paid on an hourly basis at a rate of 1/1000<sup>th</sup> of the annual salary at Category 4, Step 0 of the salary grid.
  - c. On the fourth consecutive and subsequent consecutive days in an assignment or assignments, a teacher teaching on call shall be paid on an hourly basis at a rate of 1/1000<sup>th</sup> of the annual salary at the appropriate category classification and experience or at Category 4, Step 0, whichever is the greater amount. Such payment on scale shall be retroactive to the first day of the assignment or assignments.
8. Holiday pay is included in the above salary.
9. a. Salaries paid to teachers teaching on call shall be pro-rated for part-day engagements, ordinarily as follows:
- 0.4 - afternoons (elementary; middle)
  - 0.6 - mornings (elementary; middle)
  - 0.5 - half of a first year primary
  - 0.55 - half of a secondary semester schedule



- b. An Adult Education teacher who is employed as a teacher teaching on call in Continuing Education shall be paid on an hourly basis for each hour of the assignment.
10. For salary purposes, continuous service in the same assignment shall not be broken by a school or district non-instructional day. However, non-instructional days are not considered as a day of paid work for teachers teaching on call.

However, attendance at a school non-instructional day shall be expected of teachers teaching on call who have been in that same assignment for three (3) days or more. Days or partial days that are deemed non-instructional for reporting purposes or parent-teacher conferences shall not be included.
11. Teachers teaching on call will become eligible for benefits and temporary appointment status upon the 20th day in the same assignment. Those who elect not to join these plans upon first eligibility in any school year shall forgo the opportunity during their status as a teacher teaching on call. Salary shall be retroactive to the first day in the assignment. [Refer to related Provincial Article B.2.4]
12. Pay Periods

The Board shall, bi-weekly and not later than eight (8) days after each pay period, pay by direct bank account deposit to each teacher teaching on call all wages earned for the pay period provided the necessary timesheets are received by the payroll department no later than 10:00 AM Monday, following the last day of the pay period. Late time sheets will result in pay being deposited on the next available pay date.

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

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

School District No. 6 (Rocky Mountain) (former S.D. 3 Kimberley)  
Employees instructing adult education academic credit courses.

School District No. 36 (Surrey)  
Continuing Education employees in the Adult Education High School Completion Program (credit courses) and Adult Education Academic Upgrading Programs (Adult Basic Education, General Education Development, Pre-General Education Development, Literacy and Adult Education English Language Programs).

School District No. 37 (Delta)  
Employees teaching Adult Education academic programs including: High School Completion Program, Pathfinder High School Completion Program, Academic Business

Education Program, General Equivalency Diploma Program, Adult Basic Education Program, Adult English as a Second Language Program, and Adult Special Education Program, in the Continuing Education Division.

School District No. 41 (Burnaby) [added by Arbitrator J. Dorsey December 22, 2003]  
Employees teaching Adult Education academic programs including High School Completion Program (General Education Development Program and Adult Graduation Diploma Program), Adult Basic Education Program, Adult English as a Second Language Program and Academic Transitional ESL Program in Adult and Continuing Education

School District No. 42 (Maple Ridge)  
Employees instructing in High School Completion Credit Courses, Adult Basic Education, Adult Pathfinder Program and Adult English as a Second Language in the Continuing Education Department.

School District No. 43 (Coquitlam)  
Employees teaching Adult Education Academic Programs including Adult Basic Education, ESL Academic Stream, High School Credit Courses and English as a Second Language

School District No. 79 (Cowichan Valley) (former S.D. 66 Lake Cowichan).  
Employees instructing Adult Education (Adult Basic Education and High School Completion) programs.

2.
  - a. These employees shall be paid in accordance with their placement on the salary scale as determined by the provisions of this Collective Agreement in their respective districts.
  - b. Uncertificated employees shall be placed on the salary scale in accordance with the category and experience provisions of this Collective Agreement or, where such provisions are not found in this Collective Agreement, the practice in their respective districts as confirmed by the employer and the local.
  - c. Notwithstanding Articles B.3.2.a and B.3.2.b, where an hourly rate of pay in respect of a district produces a higher rate of pay than provided in Articles B.3.2.a and B.3.2.b, employees in that district who would benefit shall continue to be paid the higher rate until such time as the rate on the scale established by Articles B.3.2.a and B.3.2.b is higher. These employees shall not be entitled to further increment payments until that time but shall receive experience increment credit.

#### **ARTICLE B.4       EI REBATE**

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

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

1. In this Article:
  - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

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

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

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

### **1. Private Vehicle Damage**

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

### **2. The provisions of B.7.2 do not apply in School District No. 43 (Coquitlam). See B.7.3 below.**

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

## **Local Provisions**

### **3. Teachers' Property – Loss or Damage**

Compensation will be paid to teachers who lose or damage their personal teaching property while it is located on school premises, provided that:

- a. Each article is registered with the principal or designate at the beginning of the period of time that it is to be kept in the school.
- b. A homeowner insurance policy is carried by the teacher on their personal effects and the article being claimed for is not covered by the policy.
- c. The loss or damage is not the result of negligence on the part of the teacher claiming the compensation.
- d. Compensation claims shall be limited to:
  - i. the replacement cost of the article;
  - ii. a maximum payment by the Board of any claim of \$500.00;
  - iii. claims of less than \$25.00 will not be considered;
  - iv. the replacement cost of materials originally purchased by the teacher; and will not include payment for any of the teacher's labour in preparing the material, equipment, or teacher aid.

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

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

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

## **ARTICLE B.9        PAY PERIODS**

Article B.9.1 through B.9.3 is not applicable in School District No. 43 (Coquitlam). See B.9.4 below.

### **Local Provisions**

#### **4.        General**

- a.        For K-12 teachers, pay dates shall be the 15th and 30th of each month save and except as provided below:
  - i.        the second pay date in February and June shall be the last day in session for teachers;
  - ii.       in December the Board will endeavour to schedule the second pay date as soon as practicable after the last day in session for teachers.
- b.        Mid Month Payment for K-12 teachers
  - i.        The mid-month payment for all teachers other than teachers teaching on call shall be forty-three (43) percent of gross salary.
  - ii.       Only teachers who as of the first of any month hold contracts of .2 FTE or more for three (3) complete calendar months, or longer, will receive the mid-month payment. This would become effective as soon as practicable following the date of appointment.
- c.        Adult Educators Bi-Weekly Payment

Adult Educators teaching in Continuing Education shall be paid bi-weekly by direct deposit.

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

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

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

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by \$0.05/kilometre for travel that is approved and required on unpaved roads.
3. Provincial Article B.10.3 does not apply in School District No. 43 (Coquitlam). See Article B.10.5.a below.
4. Provincial Article B.10.4 does not apply in School District No. 43 (Coquitlam).

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

### **Local Provisions**

5. Business Travel
  - a. Teachers approved by the superintendent of schools or designate, who are required to use their own vehicle to carry out their normal teaching or supervisory assignment shall receive a basic travel allowance of \$20.00 per month. To receive the allowance, employees are required annually to file proof of purchase of business insurance.
  - b. In the event the Board initiates a change of work site, the teacher's instructional material shall be transported upon request to the location of the new assignment at the expense of the school district.
  - c. A cartage allowance of \$10.00 per month shall be paid to itinerant teachers approved by the superintendent of schools or designate who need to transport materials required for their job from one school to another.

## **ARTICLE B.11 BENEFITS**

B.11.1 – B.11.4 is not applicable in SD 43 Coquitlam.

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

### **Local Provisions**

5. Policy Review [Not applicable to the Provincial Extended Health Benefit Plan.]

The CTA shall be advised of any changes in medical, dental or insurance carriers. The Board shall provide the Association with a copy of the current policy in effect for each of the teacher benefit plans. Coverage shall not be changed within these plans without the prior agreement of the CTA.



6. Leave of Absence

A teacher may maintain medical, dental and life insurance benefits while on leave by providing post dated cheques in advance to pay both the teacher's share and the Board's share of the premiums.

7. Group Life Insurance

Group life insurance shall be maintained as set out in Appendix A.

8. Voluntary Insurance

The Board agrees to administer and allow participation in the voluntary BCTF Life Insurance Plan, the full cost of which will be paid by the employee.

9. Medical and Extended Health

a. Cost Sharing

- i. The Board shall pay forty percent (40%) of MSP premium costs for each full-time and part-time K-12 and Adult Education teacher.
- ii. The Board shall pay one hundred percent (100%) of Extended Health Benefit premium costs for each full-time and part-time K-12 teacher.
- iii. Adult Education Teachers
  - (1) The Board shall pay one hundred percent (100 %) of Extended Health Benefit premium costs for each Adult Education teacher with a 0.5 FTE (500 hours) contract or greater.
  - (2) Any Adult Education teacher possessing a contract of less than 0.5 FTE (500 hours) is eligible to participate in the Extended Health Benefit Plan on a pro-rated basis by providing post-dated cheques in advance to pay the Adult Education teachers share of the pro-rated premiums.
  - (3) The calculation of FTE to determine eligibility for benefits shall be calculated July 1<sup>st</sup> of each year and shall be based on the previous year's FTE.

b. Coverage

The coverage shall include:

- i. The basic coverage provided under the Medical Services Plan of B.C., and
- ii. A plan of extended health benefits providing:
  - (1) A maximum lifetime limitation for any one (1) member or dependent is unlimited, and
  - (2) One hundred percent (100%) of the excess over the accumulation of the first \$25.00 deductible, and
  - (3) Vision Care Benefits with a maximum amount claimable during any consecutive twenty-four (24) month period of \$300, and
  - (4) Hospital co-insurance coverage at one hundred percent (100%) coverage.

c. Coverage During Illness

Coverage under the plan shall be continued for teachers on leave of absence due to illness as set out in Article G.21.9.

d. Educational Leave

Coverage shall be continued for teachers on educational leave with the same premium sharing.

10. Dental Plan

a. Cost Sharing

- i. The Board shall pay one hundred percent (100%) of premium costs for each full-time and part-time K-12 teacher.
- ii. Adult Education Teachers
  - (1) The Board shall pay one hundred percent (100 %) of Dental Plan premium costs for each Adult Education teacher with a 0.5 FTE (500 hours) contract or greater.

- (2) Any Adult Education teacher possessing a contract of less than 0.5 FTE (500 hours) is eligible to participate in the Dental Plan on a pro-rated basis by providing post-dated cheques in advance to pay the Adult Educator's share of the pro-rated premiums.
- (3) The calculation of FTE to determine eligibility for benefits shall be calculated July 1<sup>st</sup> of each year and shall be based on the previous year's FTE.

b. Coverage of The Plans

- i. Basic dental services including diagnostic, preventative, surgical, restorative, prosthetic, endodontic and periodontic services.
- ii. Prosthetic appliances, osseous surgery, crowns and bridge procedures.
- iii. Orthodontics

Costs paid by the Plan shall be the following percentages:

- A. Basic dental services – one hundred percent (100%).
- B. Prosthetics, crowns, and bridge procedures – one hundred percent (100%).
- C. Orthodontics – one hundred percent (100%) with no limit for each insured.

c. Late Applications

- i. Teachers on continuing contracts not enrolling in the plan when first eligible, or who withdraw from the plan, shall not be eligible to join at a later date unless:
  - (1) They have been covered on another acceptable plan and lose their eligibility under that plan, or
  - (2) They submit written evidence from their dentist certifying that they and their dependents do not require basic dental services, prosthetics, crown and bridge procedures or orthodontics work. Where a teacher provides this certification, a six (6) month waiting period shall apply from the first day of the month following that on which the certificate is filed with the Board. During this six (6) month period, premiums will be shared by the Board and the teacher but no work during this six-month (6) period shall be paid for by the Plan.
- ii. Teachers on temporary contracts who do not join the plan when first eligible may not join this plan on subsequent assignments unless they receive an assignment for four (4) months or more.

d. Coverage During Illness

Coverage under the plan shall be continued for teachers on leave of absence due to illness as set out in Article G.21.9.

e. Educational Leave

Coverage shall be continued for teachers on educational leave with the same premium sharing.

11. Dependent Coverage

All benefit plans shall specify that a dependent spouse includes a person who, not being married to each other live together as husband and wife or are same-sex partners living together.

12. Group Disability Salary Continuance Plan

The group disability salary continuance plan shall be maintained on the basis specified in Appendix B for those teachers receiving benefits as of June 30, 1988, until modified by mutual consent.

13. Deferred Salary Retirement and Leave Plans

- a. A deferred salary leave plan shall be continued.
- b. A self-funded leave plan shall be provided to teachers as mutually determined and as required by legislation.
- c. The plan shall be administered without cost to the Board.  
(Information on these plans is available from the Human Resources Department.)

14. Employee Assistance Plan

The Coquitlam Teachers' Association, Canadian Union of Public Employees, Local 561, and the Board of School Trustees, School District No. 43 (Coquitlam) have determined terms of reference of an Employee Assistance Plan which began September 1, 1988.

15. Death Benefits

In the event of the death of a member of the bargaining unit who has been employed continuously during the previous twelve (12) month period, the Board shall:

- a. Pay three (3) months salary to the widow, widower, beneficiary, or the estate of the deceased, in addition to the amount earned by the deceased up to the date of death; and,
- b. Maintain the medical, extended health, and dental benefit coverage for sixty (60) (i.e. two (2) months premiums) days following the date of death, carrier regulations permitting.

16. Retirement Allowance

Upon retirement or resigning from service with the Board, teachers fifty-five (55) years of age or more who have at least ten (10) years of service in the district shall receive one (1) month of salary based on the rate of pay in effect on the last day of service and pro-rated for the average last ten (10) years FTE of service.

17. Sick Leave Gratuity Pay

- a. Teachers fifty-five (55) years of age or more with ten (10) or more years of district seniority service upon application at retirement or when leaving the service of the Board shall receive one (1) month of salary for every seventy-five (75) full days of accumulated sick leave credit.
- b. Article B.11.17 Sick Leave Gratuity Pay does not apply to Adult Education teachers.

## **ARTICLE B.12 CATEGORY 5+**

1. Eligibility for Category 5+

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

2. Criteria for Category 5+
  - a. The eligibility requirements pursuant to Article B.12.1 must not have been used to obtain Category 5.
3. Salary Rate Calculation
  - a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and/or during the term of the 2006-2011 Provincial Collective Agreement.
4. Application for Category 5+
  - a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
  - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

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

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

**ARTICLE B.14 EXPERIENCE RECOGNITION**

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

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

## **Local Provisions**

### **2. Increment/Experience Placement**

All teaching experience shall be evaluated for salary placement purposes as set out in this clause.

#### **a. Effective Dates**

Salary increments for experience credit shall be granted as at September 1st and January 1st, each year.

#### **b. Types of Experience Credit**

##### **i. Public Schools:**

Teachers employed in public schools for a minimum of eight (8) months full-time employment during one (1) school year in:

- (1) Canada and the United States of America – full experience credit;
- (2) The Commonwealth – full experience credit for experience gained while teaching in a country during the period that such nation is a member of The Commonwealth;
- (3) Other countries – experience credit as granted by the superintendent of schools at the time the teacher is offered an appointment with the School District. This clause becomes effective January 1st, 1974, and is not retroactive.

##### **ii. Government Schools and Provincial Institutions**

Teaching service, as specified above in British Columbia government schools or similar British Columbia provincial institutions, carries credit where the service is deemed equivalent to that of employment as a teacher in the public school system. Similarly, teaching service or appropriate educational administrative service as a member of the staff of the Ministry of Education in British Columbia carries credit.

iii. Sick Leave

A teacher absent on sick leave with full pay from a British Columbia public school shall be granted full credit for such absence, provided that the absence, when added to the time worked in that year, is not less than eight (8) months.

iv. Letter of Permission

Teaching experience gained by a teacher teaching under authority of a Letter of Permission shall receive full credit in accordance with these regulations.

v. Faculty of Education Instructor

Service as an instructor in the faculty of education at any publicly supported British Columbia university shall receive full credit in accordance with these regulations.

vi. Other Types of Schools (Private Schools)

Except as provided in this paragraph, no credit is allowed for experience in schools other than those under provincial authorities or comparable authorities in The Commonwealth and the United States of America. Full experience credit shall be granted to a teacher for elementary and secondary private school experience in Canada, provided that prior to obtaining such experience the teacher obtained a valid teaching certificate issued by a Canadian provincial department or ministry of education.

vii. Educational Leave

An experience increment will be granted to teachers on part or full-time sabbatical leave provided that the teacher does not receive as a result of the sabbatical leave an increase in certification or classification for salary purposes.

viii. January Increment

Teachers who commenced employment in or following the year 1973 between January 1st and March 1st and who complete a period of eight (8) months full-time continuous service in this School District between February 1st and December 31st shall be granted a salary increment on January 1st in the subsequent calendar year.



ix. Pregnancy and/or Parental Leave

Salary increment credit will be given for the period during which a teacher is on maternity or parental leave [54(1), Employment Standards Act]. It should be noted that the eighteen (18) week period will commence with the “eleventh (11th) week prior to the estimated date of confinement or later time the employee requests” as per the above Act. At no time will credit be granted for any part of the maximum thirty (30) weeks that fall during July and August.

x. CTA President

The Association president shall receive full credit for experience on the salary schedule, for the time served as president of the Coquitlam Teachers' Association. (See Article G.20.5.a)

xi. BCTF or Teacher Regulation Branch

Full credit for experience on the salary schedule shall be granted for the time served as an officer and/or while on the staff of the British Columbia Teachers' Federation or seconded to the Teacher Regulation Branch.

c. Conditions for Experience Credit

i. Prior to 1988

Credit for all experience gained prior to September 1st, 1988 shall be granted on the following basis.

(1) Full-Time Teachers

- (a) Where a teacher has completed in Canadian public schools, in public schools in the United States of America and The Commonwealth, and other countries as granted by the superintendent of schools at the time of appointment, two (2) periods of full-time employment each of less than the above minimum eight (8) months but each of four (4) months or more, the two (2) such periods may be combined to constitute a year's experience.
- (b) Periods of teaching service of less than four (4) months during a school year may not be combined to carry credit. Except as provided for in Article D.20.5 teaching on call does not carry experience credit.

(2) Part-Time Teachers

Teachers appointed for the full school year (or eight (8) months thereof) in Canadian public schools, in the United States of America and The Commonwealth and other countries as granted by the superintendent of schools at the time of appointment, as bona fide part-time teachers qualify for experience credit proportionate to the percentage of time they are employed, with the requirement that for a year's credit, the cumulative percentage time over a number of years must equate to at least eight (8) months full-time employment (e.g., a person who teaches for two (2) full years on forty percent (40%) time would qualify for a year's experience). These periods of part-time employment may be added together, and such part-time employment credit may be utilized with periods of four (4) months' service to constitute a year of credit. Eligible part-time teachers qualify for experience credit proportionate to the time they are employed.

ii. 1988-2008

Credit for experience gained subsequent to September 1, 1988 and until August 31, 2008 shall be as set out in i. above except that two (2) months or more of service in the bargaining unit shall carry experience credit.

iii. Application of this clause shall not cause the upward revision of experience credit for teachers employed as of September 1, 1988.

iv. Subsequent to September 1, 2008

Subsequent to September 1, 2008, teachers will receive experience credit for each day worked, part-time or full-time, on a temporary or continuing appointment.

d. Conditions for Adult Education Teacher Experience Credit

i. In addition to any experience recognition provided in this Article, Adult Education teachers shall be granted experience recognition for Adult Education teaching experience accrued in the service of the Board.

ii. Notwithstanding the above, no Adult Education teacher shall receive more than one year's experience recognition for Adult Education teaching experience accrued in any one school year.

iii. One year's experience recognition for Adult Education teaching experience shall be granted for 1000 hours of Adult Education teaching.

- iv. Once during the Adult Educator's career with the district, eight (8) months or 800 hours in Continuing Education will be sufficient to constitute one (1) year's experience recognition.

## **ARTICLE B.20 ASSOCIATED PROFESSIONALS**

1. Associated professionals, as recognized in Article E.20.1.b of this Agreement shall be paid in accordance with this Agreement based on number of full years of university training agreeable to the parties.
2. Placement on the salary schedule shall be:
  - a. at the category which is most nearly equivalent to the category of teachers based on years of university level training in the discipline, and
  - b. at the experience level as specified in Article B.1 of this Agreement.
3. All other terms and conditions of employment established in this Agreement shall apply to associated professionals.
4. Associated professionals as recognized in Article E.20.1.b of the Agreement shall be allowed to participate in the pension plan for non-teaching personnel where they are ineligible to participate in the Teachers' Pension Plan.

## **ARTICLE B.21 POSTS OF SPECIAL RESPONSIBILITY**

1. Prior to the creation, major modification or deletion of any district supervisory, coordinator, consultant, area counsellor, district resource teacher, school based administrative or department head position, the Board shall consult with the CTA.
  - a. All positions of special responsibility shall be voluntary.
  - b. Department heads shall be appointed annually for one (1) or two (2) year terms. These positions shall be posted in each school and the principal's recommendation to the superintendent of schools shall be made after consultation with the Collaborative Decision-Making Committee in the school.
  - c. District positions of special responsibility will be posted as they become available.
  - d. Teacher in charge designations shall be made as needed during the year in accordance with Article B.22.

2. Allowances or bonuses for bargaining unit positions shall be determined by this Agreement for existing positions in K-12, or as mutually agreed upon between the parties to this Agreement for new positions in K-12 and Adult Education.
3. Exclusions from the Bargaining Unit
  - a. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
  - b. The Board shall notify the CTA of all newly created positions offered by the district and submit to the CTA a written job description of the new position(s).
  - c. Newly created positions as defined in Article E.20 of this Agreement shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.
  - d. In the event that the parties do not agree on the inclusion or exclusion of the position as provided in Articles B.21.3.a and B.21.3.c within ten (10) days of the Board's notification to the CTA, the matter may be referred to the Labour Relations Board.

## **ARTICLE B.22      TEACHER IN CHARGE**

1. In the event that all administrative officers assigned to the school are absent for half (1/2) a day or more, a teacher shall be requested to assume the duties specified in this clause, for a period not exceeding five (5) consecutive days at one time. When all administrative officers are absent for any amount of time less than a half (1/2) day, teachers shall not be asked to assume the duties specified in this clause.

For the purposes of this article a half (1/2) day shall be defined as:

- a. An administrative officer(s) not in attendance for school openings and the balance of the morning (and/or including noon intermission).
  - b. An administrative officer(s) not in attendance for noon intermission and the balance of the school day.
2. The Principal shall appoint a teacher-in-charge from the teaching staff within each school.

3. The teacher-in-charge shall strive to assure that the safety of the students and the security of the school are maintained, and shall deal with emergent matters with the required assistance from district supervisory staff. Routine attendance recording and information reporting as required shall be maintained. However, the teacher-in-charge shall not be responsible for the major administrative or managerial duties, and specifically shall not have such supervisory responsibilities in relation to other teachers.
4. While acting as teacher-in-charge, the teacher is covered by all the terms and conditions of this agreement.
5. While acting as teacher-in-charge, the teacher shall be provided with sufficient teacher on call time to be relieved of regular teaching duties.
6. It is understood that the employer's liability insurance coverage extends to a teacher-in-charge.
7. Article B.22 Teacher in Charge does not apply to Adult Education teachers.

## **SECTION C        EMPLOYMENT RIGHTS**

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

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

### **ARTICLE C.2        SENIORITY**

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

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

## **Local Provisions**

- 6. Definition of Seniority for Layoff
  - a. In this Article, “seniority” applies to employees with a continuing appointment.
    - i. “Seniority” means an employee’s aggregate length of service in the employment of the Board, inclusive of service under the temporary appointment and part-time teaching. For purposes of calculating length of service, part-time teaching shall be pro-rated.
    - ii. For K-12 employees, “seniority” shall be calculated in years, months and days of service.
    - iii. For Adult Education employees, “seniority” will be calculated in hours.
  - b. In addition to the provisions of C.2.7.a, the seniority for an employee on a continuing contract shall include:
    - i. Teacher teaching on call seniority accumulated pursuant to Article C.2.3; and

- ii. Seniority ported in accordance with Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.
- c. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.a and b, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- d. When the seniority of two (2) or more employees is equal under Article C.2.7.c, the employee having served the School District as a teacher teaching on call shall be deemed to have the greatest seniority.
- e. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.d, the employee with the earliest written acceptance for employment with the Board shall be deemed to have the greatest seniority.
- f. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.e, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- g. 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 three (3) years, or by layoff and re-engagement pursuant to this Article. Seniority that was previously ported from SD No. 43 to another school district pursuant to C.2.2 shall not be credited, unless such seniority is subsequently ported back to SD No. 43 pursuant to C.2.2.
- h. For the purposes of this article, leave of absence in excess of one (1) month shall not count toward aggregate length of service with the Board, except for the following which shall count;
  - i. pregnancy or long term pregnancy leave;
  - ii. educational leave;
  - iii. parenthood leave to a maximum of three (3) years;
  - iv. leave for duties with the CTA or the B.C. Teachers' Federation or Teacher Regulation Branch;
  - v. secondment to the Ministry of Education, a faculty of a Canadian public university or participation in a teacher exchange program recognized by the Board;



- vi. leave for teaching with the Department of National Defense, Canadian University Service Overseas, or Canadian International Development Agency;
  - vii. long term sick leave or while in receipt of WCB benefits;
  - viii. leave for elected office at the provincial, federal or municipal level
  - ix. jury duty,
  - x. compassionate care leave (Article G.2).
- i. No teacher shall accrue more than one (1) year or 1000 hours of seniority in any one (1) school year.

## 7. Seniority List

- a. The Board shall, by October 15th of each year, forward to the Association two seniority lists, one for teachers in the K-12 system and one for teachers in Continuing Education. Each list shall set out the length of seniority as of July 1st of that year. Any suspected errors in the list must be brought to the attention of the superintendent of schools on or before November 15th. December 31, 1992, will be a benchmark date to clarify seniority up to July 1, 1992 for all existing K-12 employees. December 31, 2004 will be a benchmark date to clarify seniority up to July 1, 2004 for all existing Continuing Education employees.
- b. Nothing in this agreement shall prevent an error or omission from being corrected at a subsequent date.

## **ARTICLE C.3 EVALUATION**

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

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

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

- b. One hundred seventy (170) full-time equivalent days credited shall equal one (1) year of experience.

2. Increment Date for Salary Grid Placement

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

## **ARTICLE C.20 LAY-OFF, RECALL, AND SEVERANCE PAY**

1. Principle of Security

The Board and the Association agree that increased length of service in the employment of the Board entitles those employees covered in Articles E.20.1.a.i and E.20.1.b of this Collective Agreement to commensurate increase in security of employment.

2. Security of Employment Based On Seniority and Qualifications

- a. When for educational and/or budgetary reasons the Board determines that it is necessary to reduce the total number of teachers employed on a continuing appointment 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.
- b. The Board and the Association agree that the Board may use the provisions of Article E.21.4 to initiate teacher transfers.
- c. The Board shall give each K-12 teacher it intends to lay off pursuant to this Agreement a minimum of thirty (30) calendar days notice in writing, such notice to be effective at the end of a school term or semester and to contain the reason for the layoff. Information on positions held by less senior teachers shall be sent to teachers in receipt of layoff notices and the CTA through the office of the superintendent of schools or designate.
- d. The Board shall give each Continuing Education teacher it intends to lay off pursuant to this Agreement a minimum of thirty (30) calendar days notice in writing, such notice to be effective at the end of the notice period in which it is given and to contain the reason for the layoff. Information on positions held by less senior teachers shall be sent to teachers in receipt of layoff notices and the CTA through the office of the superintendent of schools or designate.

### 3. Definition of Necessary Qualifications

- a. For the purposes of Article C.20 the possession of the necessary qualifications as it applies to a teaching position means a reasonable expectation that the teacher will be able to perform the duties of the position(s) in a satisfactory manner, based on:
  - i. education and certification;
  - ii. relevant teaching and/or work experience;
  - iii. relevant pre-service and in-service training; and
  - iv. evidence of the successful application of instructional skills.

### 4. Teachers' Rights of Recall/Re-engagement

- a. When a position on the teaching staff of the district becomes available in either K-12 or Continuing Education, the Board shall, notwithstanding any other provision of this Agreement, except d. below, first offer re-engagement to the teacher who held a continuing contract at the time of layoff and who has the greatest aggregate seniority on the relevant recall list among those laid off pursuant to this Article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been laid off pursuant to this Article.
- b.
  - i. A K-12 teacher or an Adult Education teacher who is offered re-engagement shall inform the Board whether or not the offer is accepted within twenty four (24) hours (excluding non-working days) of the receipt of such offer.
  - ii. In the event of extenuating circumstances, the union may request additional time for a K-12 teacher or Adult Education teacher to consider an offer of re-engagement. The employer will not unreasonably deny providing additional time for extenuating circumstances.
- c. The Board shall allow ten (10) days from an acceptance of an offer 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, but not to exceed sixty (60) days except by Board discretion.

- d. A teacher's right to re-engagement under this Article is lost if:
  - i. the teacher elects to receive severance pay; or
  - ii. the teacher refuses to accept two (2) positions, of equal or greater percentage of time for which they possess the necessary qualifications; or
  - iii. three (3) years elapse from the date of layoff under this Article and the teacher has not been re-engaged; or
  - iv. the teacher fails to respond to receipt of an offer as required under C.20.4.b above; or
  - v. the teacher notifies the Board of unavailability for teaching duties.
- e. A teacher's right to remain on the re-engagement list is not lost, if at the time of such offers the teacher would be entitled to maternity leave, or is attending university.

In such instances, the teacher will remain on the recall list on the basis of seniority and will become eligible for re-engagement once their university or maternity leave is completed.

- f. A teacher on the re-engagement list is responsible for keeping the office of the superintendent of schools or designate informed of changes of name, address and phone number.
- g. If the position is temporary, the teacher shall retain the right for re-engagement in a continuing appointment.

## 5. Recall/Re-engagement List

Copies of the recall/re-engagement list shall be available at the CTA and the Board office and shall be published once during the Fall and once during the Spring.

## 6. Benefits

- a. An employee who retains rights of recall shall be entitled, if otherwise eligible, to maintain participation in the Medical Services Plan and extended health as provided for in this Agreement. Payment of the full cost of such benefits will be made by the Board for the first two (2) months and thereafter by the employee.
- b. Such teachers shall also be entitled to apply for course fees assistance as provided for in Article F.21.2.c.

## 7. Severance Pay

- a. A teacher on a contract with one (1) or more years of continuous employment, who is laid off under provisions of this Article, may elect to receive severance pay at any time within twelve (12) months of layoff.
- b. Severance pay shall be calculated at the rate of ten (10) percent of one (1) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of layoff.
- c. A teacher who receives severance pay pursuant to this Article and who is subsequently rehired by the Board, shall retain any payment made under the terms of this Article. In such a case, the calculation of years of service for severance seniority under this Article, shall commence with the date of such rehiring.

## **ARTICLE C.21 APPOINTMENT OF TEACHERS**

1. A teacher's appointment to the district and every contract of employment made for that purpose with a teacher shall be a continuing contract save and except for those teachers given a temporary appointment as set out in Article E.20 or those engaged on a teacher on call assignment.
2. Teachers teaching on call who have been employed on a temporary appointment during the school year will be given consideration for any temporary and continuing contracts with the district based on their work history, qualifications and teaching experience.

## **ARTICLE C.22 SUSPENSION, DISMISSAL, DISCIPLINE AND EVALUATION**

1. Suspension, Dismissal and Disciplinary Action
  - a. Pursuant to Section 15 of the School Act and Part 8 of the Labour Relations Code, the Board may not dismiss or take disciplinary action save and except for just and reasonable cause.
  - b. Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of the particulars immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified at the earliest reasonable time and before any action is taken by the Board. The employee shall be advised of the right to be accompanied by a representative of the Association at any interview or meeting in conjunction with such investigation or discipline.

- c. Unless the teacher, or the Association at the request of the teacher, waives the right to such meeting, the Board shall not suspend or dismiss any person bound by the Agreement unless it has, prior to considering such action, held a meeting between the teacher and the superintendent of schools or designate and the Board or Committee of the Board with the teacher entitled to be present, in respect of which:
  - i. the teacher and the CTA shall be given seventy-two (72) hours' notice of the meeting which shall take place no later than five (5) working days after notice is received by the teacher, unless otherwise agreed;
  - ii. at the time such notice is given, the teacher shall be given a written statement on the grounds for the contemplated action and forty-eight (48) hours prior to the hearing both parties shall exchange all documents that will be considered at the hearing;
  - iii. the teacher or the Association on behalf of the teacher may file a written reply to the allegations prior to the meeting;
  - iv. at such meeting the employee shall be accompanied by a representative and/or advocate appointed by the CTA and the employee and/or representative shall have the right to present witnesses on behalf of the employee; and to ask questions of clarification, or procedure and information; and
  - v. an employee will receive written reasons for any formal discipline at the earliest possible time, and such reasons will contain a statement of the grounds for discipline.
- d. Where a teacher is suspended under Section 15(5) of the School Act, the Board shall, prior to taking further action under Section 15(7) of the School Act, hold a meeting in accordance with process outlined in Article C.22.1.c of this Section, unless the right to such meeting is waived by the teacher.
- e. The Association shall have the option of referring a grievance regarding dismissal directly to arbitration. It is understood that the meeting referred to in Article C.22.1.c is an informational meeting which does not replace the grievance or arbitration process.
- f. The Board and the Association shall not release to the media or the public, information in respect of the suspension or dismissal of a teacher except when the result of the suspension or dismissal of the teacher has been upheld by an arbitration hearing or by a court. During the interim period, while a decision is being made by an Arbitration Board or a court, the Board and the Association agree to confer before any news release is made.

- g. The Board and the Association each has the right to bring any additional resource people to any meetings held under this Article.
- h. Provided the conduct of an employee subsequent to the decision to discipline does not give rise to the need for further discipline, the Board agrees that the statement of the grounds for discipline and related information shall be the material relied upon during the arbitration process.

2. Dismissal Based on Performance

- a. The Board shall not dismiss a teacher on the basis of less than satisfactory performance of teaching duties except where the Board has received at least three (3) consecutive reports indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
- b. The reports referred to above shall have been prepared in accordance with acceptable practice as set out in district procedures and in accordance with the following conditions:
  - i. the reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) calendar months, such period not to include the time during which the teacher is participating in an agreed upon plan of assistance, or during any period of leave granted;
  - ii. at least one (1) of the reports shall be a report of a superintendent of schools, an assistant superintendent of schools or a director of instruction;
  - iii. one (1) of the reports shall be completed by the principal of the school to which the teacher is assigned;
  - iv. the reports shall be written by three (3) different evaluators unless otherwise agreed by the parties;
  - v. the reports shall be written independently of each other and shall be based on the evaluator's own observations and documents relevant to the learning situation; and
  - vi. the third report shall not be prepared by a person in respect of whom there exists an apprehension of bias and shall be prepared by a person selected by the superintendent of schools after consultation with the Association.
- c. Upon receipt of the first less than satisfactory report, the teacher may:
  - i. request a transfer in which case the Board shall make all reasonable efforts to arrange a transfer of the teacher to a mutually agreeable assignment or school; or

- ii. request and where appropriate, in the opinion of the superintendent of schools, be granted leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case a subsequent evaluation shall be undertaken not less than three (3) months nor more than six (6) months after the teacher has returned to teaching duties.
- d. Where the Board intends to dismiss a teacher on grounds of less than satisfactory performance of teaching duties, it shall notify the teacher and the president of the Association of such intention and provide an opportunity for the teacher and representative of the Association to meet with the superintendent of schools and/or designate and the Board as provided for in Article C.22.
- e. In the event of dismissal for reasons of competence, provisions of Article A.6 and Article C.22 shall apply.
- f. In the event that a teacher's performance in the first five (5) months of a contract is assessed as less than satisfactory:
  - i. further formal assistance shall be provided; and
  - ii. a second report shall be completed in not less than seven (7) months from the date of appointment in the case of a K-12 teacher, and not more than nine (9) months from the date of appointment for any teacher.

If the second report is less than satisfactory, notwithstanding the provisions above, the Board may dismiss on the basis of performance. Where the parties mutually agree that the current assignment of the teacher is a major contributing factor, the teacher will be provided with an opportunity to demonstrate success in another assignment.

### 3. Evaluation of Teaching

For the term of the Agreement, evaluation may be undertaken for those teachers:

- a. who are new to the district; or
- b. who are requesting a report; or
- c. where competence or the learning situation is a concern.



#### 4. Evaluation Process

The following provisions shall govern the process of preparing formal evaluations on members of the bargaining unit.

- a. All reports on the work of a teacher shall be in writing.
- b. Prior to commencing observations, the evaluator shall meet with the teacher and seek agreement on the purposes of the evaluation, the time span and schedule of observations and the criteria and standards to be applied.
- c. Observations shall be made in the principal area(s) of the teacher's expertise. The criteria which will be applied will relate to aspects of the learning situation over which the teacher has responsibility.
- d. Each report shall be based on not less than three (3) nor more than six (6) observations which reflect the teacher's assignment unless otherwise mutually agreed upon by the evaluator and teacher.
- e. Information on activities or matters not directly related to teaching duties is outside the scope of evaluation and shall not be included in the report. If a teacher requests the inclusion of this information, it shall be included as an appendix.
- f. Periods chosen for observation shall be at appropriate times and the teacher shall have the opportunity to select at least half the observation times. Where the teacher or administrative officer believes an observation has occurred at an inappropriate time written notice will be provided within two (2) teaching days and it will be rescheduled.
- g. Following each observation, the evaluator shall, within one (1) teaching day, discuss their observations with the teacher. A written anecdotal statement shall be provided to the teacher within two (2) teaching days.
- h. Reports shall reflect any discrepancy between the teacher's assignment, professional training, past experience and preference of teaching subject and level.
- i. In the event of a first less than satisfactory report, a plan of assistance shall be offered by the Board. If accepted, the plan of assistance shall be jointly developed by the Board and the teacher accompanied by a CTA table officer/designate. Where the plan of assistance is implemented it shall be completed before the second report is initiated. There shall be a minimum of sixty (60) teaching days between reports.

- j. The teacher shall be given a draft copy of a report at least two (2) teaching days prior to preparation of the final copy. The teacher shall have the opportunity of meeting with the evaluator in the company of a CTA table officer/designate to propose changes to the draft.
- k. The report shall be filed in the teacher's personnel file at the school district office. A copy shall be given to the teacher at the time of filing.
- l. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with the report.

### **ARTICLE C.23      PART-TIME TEACHERS**

- 1. Part-time teachers are continuing contract teachers as per Article E.20.1.a.i and E.20.1.b employed on less than a full-time basis. They shall be paid salary and earn sick leave pro-rated in proportion to the time employed (FTE) by the Board.
- 2.
  - a. A teacher with a full-time/part-time continuing appointment to the teaching staff of the district may request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested (term, semester, year) not to exceed one (1) year. The Board shall not unreasonably refuse such a request.
  - b. Any unassigned Adult Education programs or courses that may result from this provision shall be considered as a "position temporarily vacant" pursuant to Article E.20.1.a.ii.
- 3. At the end of that specified period, the teacher shall revert to their full or part-time continuing (FTE) appointment unless a further part-time appointment is requested and granted.
- 4. A teacher may return to a full-time assignment at an earlier date, by agreement of the Board provided reasonable notice of the request has been given.
- 5. A teacher with a part-time appointment may without prejudice to that appointment apply for an advertised position pursuant to Article E.21.
- 6. Benefits provided shall be as set out in Articles B.11 and G.21.
- 7. When the request under C.23.2 of this article is granted by the Board, the teacher shall be on leave of absence status in respect to the balance of the appointment.

8. Job Sharing

Two teachers employed full-time by the Board may jointly request a specified job-sharing assignment in respect of a single full-time position. Notwithstanding Article E.21, the request shall not be unreasonably refused. Where the request is granted,

- a. salary shall be pro-rated according to the percentage of time worked by each teacher;
- b. the Board shall pay the benefit contributions provided in Articles B.11 and G.21 as if both teachers were full-time teachers;
- c. when one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata scale placement for all such work; and
- d. each teacher is considered for all other purposes to be on leave of absence with respect to the balance of the appointment.

9. Non-Instructional Days

- a. A part-time teacher is required to attend when the non-instructional day falls on a day the part-time teacher is regularly teaching.
- b. When the non-instructional day falls on a day not included in the assignment, attendance shall be optional.

## SECTION D      WORKING CONDITIONS

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

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

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

Local language:

1. Maximum class sizes for each class in the school district shall be:

Intermediate (grades 4, 5, 6, 7)	28
Secondary (grades 8 – 12)	30
Home Ec/Shops/Tech Ed	24
Social Adjustment/Skill Development/ Special Education Classes	10
Secondary Laboratories (including Science, Computers, Business Education)	28

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

2. Teachers of First Year Primary students shall be directly involved in the design and implementation of a gradual entry program involving altered hours and the phasing in of small groups of children. Such programs shall be completed within the first six (6) days of the school year.
3. These limits may be exceeded after the beginning of the school year by two (2) students.

4. The class size maximums shall be in place after September 30th.

*[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). ]*

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

No provincial language.

Local language:

### **Inclusive Practice**

#### **1. Definitions:**

For the purposes of this article “students with special needs” shall include:

- a. Low Incidence Categories
  - i. Dependent Handicapped
  - ii. Moderately Mentally Handicapped
  - iii. Severely Handicapped
  - iv. Physically Handicapped
  - v. Visually Impaired
  - vi. Hearing Impaired
  - vii. Autistic
- b. High Incidence Categories
  - i. Severe Learning Disabled
  - ii. Mildly Mentally Handicapped
  - iii. Severe Behavior
  - iv. Rehabilitation
- c. English as a second language students, defined as level 1 proficiency.
- d. Students for whom the school-based team has developed or approved an Individual Educational Plan (IEP) which reflects significant modifications in a wide range of curriculum areas.

2. Education Planning Committees:

- a. The District screening committee may be composed of:
  - i. member of the school-based team making the recommendation
  - ii. potential receiving teacher(s)
  - iii. the appropriate district support personnel
  - iv. a district counsellor
  - v. the director of student services or designate
  - vi. other appropriate individuals as required will not be unreasonably denied.
- b. The school based team may be composed of:
  - i. appropriate teacher(s)
  - ii. an administrative officer(s)
  - iii. school or district professional personnel, e.g. counsellor, speech/language pathologist
  - iv. other appropriate personnel as required will not be unreasonably denied.

3. Process:

- a. Upon registration or as soon as practicable, the receiving teacher and/or support teacher/case manager of a student with significant modifications/adaptions will be informed about the medical information and educational program of that student.
- b. A school-based team meeting may be necessary for any student with special needs. Recommendations to school and district staff regarding the specific support necessary for the success of the student may be made.
- c. Any teacher or administrator has the right to refer a student to the school-based team for consideration, problem-solving and appropriate action.
- d. The school-based team will be scheduled once a week or as needed to review referrals.
- e. Recommendations of school-based team may include but shall not be limited to:
  - i. further school-based assessment
  - ii. referral to district education planning committee
  - iii. alternate programming within the school
  - iv. planning time for the teacher
  - v. education assistant/youth worker support
  - vi. school-based/district student services support
  - vii. other assistance/support in the community

- f. Recommendations of the school-based team will be acted upon by appropriate personnel within a reasonable time frame, ordinarily within ten (10) working days.
- g. The teacher(s) receiving student(s) with special needs shall have an opportunity to receive in-service, training, and/or professional development to help ensure that the inclusive experience is positive for everyone in the class. The district will hold district-level and school based in-service, training, and/or professional development on an ongoing basis throughout the year.

4. Program Planning:

Upon registration of a student with special needs or as soon as practicable, a school-based team meeting may be scheduled.

- a. Student Services/school based support teachers who case manage students in the following categories shall be provided up to two (2) days release time to review or assist in developing IEPs:
  - i. dependent handicapped
  - ii. moderately mentally handicapped
  - iii. severely handicapped
  - iv. autistic
  - v. severe behavior: which is defined for the purposes of this article as requiring services of the District itinerant team.
- b. Students with IEPs are case managed by the support teacher/case manager, and IEPs are co-developed by the support teacher/case manager and the classroom teacher(s). The classroom teacher is responsible for implementing the IEP.
- c. The school based support teacher/case manager in conjunction with the classroom teacher are responsible for the provision of modified materials/adapted curriculum and will work collaboratively to develop this.
- d. At the request of the classroom teacher, the school-based team will ordinarily meet within ten (10) teaching days to review the program for a student with special needs.
- e. Students new to the district or school may be placed in classes on a short term basis until provisions of this agreement are able to be completed.

5. Class Composition:

- a. No more than three (3) special needs students shall be integrated at the same time in a regular classroom.
- b. Classes with three (3) special needs students shall have their class size maximum reduced by two (2).

**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	1:523 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:273 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:62.4 ESL/ELL students	Former LOU No. 5 (2000)

**ARTICLE D.4 PREPARATION TIME**

1. Each full-time elementary teacher shall receive 110 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
2. Effective July 1, 2023, each full-time elementary teacher shall receive 120 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.



[See Article D.21 Hours of Work for additional preparation time provisions]

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

PCA D.5.1 through D.5.5 is not applicable in School District No. 43 (Coquitlam)

6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

[See Article D.21 Hours of Work and Article B.21 Posts of Special Responsibility]

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

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.

7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and
  - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

## **ARTICLE D.20      TEACHERS TEACHING ON CALL**

### **1.      Availability of Teachers Teaching on Call**

Teachers teaching on call shall be dispatched for day-to-day services from a list maintained by the Human Resources Department.

### **2.      Teacher Teaching on Call List**

- a. The Board shall maintain a list of persons who are qualified and who have applied to be placed on the list or who have requested to be retained on the list. The Board shall forward a copy of such a list to the Association in the second week of September, and on the first teaching day of every second month of the school year.
- b. Teachers teaching on call will be given consideration for any temporary or continuing appointments on the basis of their qualifications, experience and work record with the district.

- c. The Board shall not remove a person from the teacher teaching on call list, save for just and reasonable cause.
  - i. Teachers teaching on call may be removed from the list by the superintendent or designate when the standards of work performance or the employment record for ongoing employment are found to be less than satisfactory.
  - ii. Prior to taking action related to work performance, the teacher teaching on call will have been advised of any concerns in an interview at which the teacher teaching on call is accompanied by the CTA president or designate.
  - iii. A further period of employment of time to demonstrate satisfactory performance may be provided when requested by the CTA. This shall be supervised by an assistant superintendent or designate.

### 3. Teacher Teaching on Call Working Conditions

- a. The teacher teaching on call shall be required to assume only the duties of the teacher the teacher teaching on call is replacing except in emergency situations.
- b. A designated teacher teaching on call will be assigned when asked for and available to provide continuity of service for teachers requiring leave of absence on a planned, prearranged basis for local, provincial or ministry committee work, union business, Teacher Regulation Branch business, or Teacher Qualification Service business.
- c. The Board may assign a person not on the teacher teaching on call list to an assignment only in the event that no qualified person on the teacher teaching on call list is available.

### 4. Call Out

- a. A teacher teaching on call assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a 0.5 day's wage.
- b. A teacher teaching on call assigned to a school for a half-day (0.5) and not utilized or utilized for only a portion of the half-day shall be paid for a half-day (0.5).
- c. No assignment shall be for less than 0.4.
- d. A teacher teaching on call's service shall not be considered broken by a professional day (non-instructional) or a strike or lockout.

e. Continuing Education Call Out

- i. Minimum call-out for a teacher teaching on call assigned to Continuing Education shall be one hour.
- ii. A teacher teaching on call assigned to Continuing Education and not utilized shall be paid for one (1) hour pursuant to Article B.2.7.b and B.2.7.c.
- iii. A teacher teaching on call's service shall not be considered broken by a professional day (non-instructional) or a strike or lockout.
- iv. When an Adult Educator teaching structured credit courses at the grade 10, 11, or 12 level or teaching specialized programs as designated by the Board is absent from class under normal circumstances, the Adult Educator may choose to cancel and reschedule the class or call out a TTOC and provide a lesson plan.

5. Experience Credit for Teachers Teaching on Call

Experience Credit for daily teacher on call teaching shall not accrue for salary placement purpose except as provided:

a. Effective July 1, 1990:

A teacher teaching on call, upon application with documentation to the superintendent of schools or designate shall be given two (2) months of experience credit for salary purposes (as set out in Article B.1.15.d) for every eighty (80) FTE days of teacher on call service in School District No. 43 in a school year.

b. Effective July 1, 1992:

A teacher teaching on call, upon application with documentation to the superintendent of schools or designate shall be given two (2) months of experience credit for salary purposes (as set out in Article B.1.15.d) for every eighty (80) FTE days of teacher on call service in a school year.

Effective September 19, 2014, teacher teaching on call experience credit and increments are accrued in accordance with Article C.4 Teacher Teaching on Call Employment and Provincial Letter of Understanding No. 16.

c. Adult Education teachers who are employed as teachers teaching on call in Continuing Education shall receive experience credit for salary purposes (as set out in Article B.1.15.d) based on the number of hours worked as a teacher teaching on call in Coquitlam Continuing Education.

- d. Upon initial hire, teachers teaching on call shall produce proof of their teacher on call service in other districts within three (3) months. Thereafter, application must be made by September 30th of each following school year for scale placement as per Articles B.2.6 and B.2.8.

## **ARTICLE D.21 HOURS OF WORK**

1. Each teacher's weekly hours of instruction shall not exceed:
  - a. 1st year primary – grade 5 (Elementary) 23 hrs 45 min
  - b. Grade 6 – 8 (Middle) 25 hrs 45 min
  - c. Grade 9 – 12 (Secondary) 25 hrs 45 min
2. Hours of instruction include preparation time, scheduled tutorial and examination time.
3. Hours of instruction do not include recess, lunch periods and other scheduled breaks. Before setting the school calendar, as provided in Section 96 of the School Amendment Act, the Board shall provide an opportunity for the Association to give input through the District/Association Consultation Committee.
4. Preparation time shall be provided as follows:
  - a. Elementary: shall not be less than ninety (90) minutes (one hundred minutes effective September 18, 2014 and one hundred and ten (110) minutes effective June 30, 2019) per week for full-time elementary teachers.
  - b. Middle: shall not be less than twelve and one-half percent (12.5%) of in-classroom instructional time for full-time middle school teachers. This preparation time shall include team-directed common planning time. The percentage of preparation time utilized for common planning time shall not exceed current (2007/2008) school year District practice. (as per January 29, 2008 MOA)
  - c. Secondary: shall not be less than twelve and one-half percent (12.5%) of in-classroom instructional time for full-time secondary teachers.
  - d. Preparation time shall be pro-rated for part-time teachers of .4 FTE or more.
  - e. In the event of the teacher's absence, a non-instructional period or a statutory holiday, there shall be no requirement to reschedule preparation time.

5. Adult Education

- a. An Adult Education teacher's hours of instruction include scheduled hours of instruction and other scheduled student contact time.
- b. Article D.21.4 does not apply to Adult Education teachers.
- c. The district may create additional non-instructional assignments in Continuing Education to facilitate the ongoing development and operation of the programs, as identified by the district. These assignments will be compensated on the same basis as instructional assignments.

**ARTICLE D.22      REGULAR WORK YEAR FOR TEACHERS**

- 1. The work year for teachers shall be the regular school year established by the Board in accordance with the School Calendar in the Act and Regulations and the provisions in this Article.
  - a. All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, winter break and spring break. If, however, the last Friday in June falls on or before June 25 the regular work year will end on June 30.
  - b. The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year.
- 2. During the regular work year for teachers the Board shall provide:
  - a. Five (5) non-instructional days.
  - b. One (1) year end administrative day (students are not in attendance).
  - c. Parent-Teacher Interviews:

For the purpose of facilitating parent-teacher interviews, the Board shall in any school year, shorten not more than four (4) of the school days in session by a period of time that is not more than one (1) hour.
  - d. Opening day of school:

The Board shall, for the opening day of a school year, shorten that day for some or all students of the school, and may provide for different dismissal times for different students of the school.

3. Winter break and Spring break shall be as provided for in the Standard School Calendar.
4. Days as provided for in Article D.22.2.a shall be days in session when students will be excused from attendance and when teacher activities will include: program development, staff development, school planning, parent–teacher interviews and staff in–service as planned by the school staff and administration and, upon request from the CTA, an annual district–wide professional day.
5. Any work performed by employees covered by this agreement beyond the teacher's regular work year shall be voluntary and paid pursuant to Article B.1.17.
6. Regular Work Year for Adult Education Teachers
  - a. The annual salary based on category and experience provision for Adult Education teachers shall be payable based on their hours of work during the work year.
  - b. An Adult Education teacher shall be assigned hours of instruction based on course and program schedules. The nature of Continuing Education Programs is such that programs may be offered throughout the calendar year, exclusive of Sundays, statutory holidays, and Winter and Spring breaks. The scheduling of a teacher's hours shall provide minimum two (2) week blocks of holiday time, unless otherwise agreed by the employee involved. The CTA will be notified of these arrangements.
  - c. The regular work year for Adult Education teachers in Adult Education shall be one thousand (1000) hours of instruction, scheduled between July 1 and June 30 of the following calendar year.
  - d. Any work performed by Adult Education teachers covered by this Agreement beyond the Adult Education teacher's work year shall be voluntary and paid pursuant to Article B.1.17.
  - e. The days in session in the regular work year for the Adult Education teachers shall include one Professional Development Day.

## **ARTICLE D.23      STAFF MEETINGS**

1. The right of principals to schedule staff meetings as provided for in School Act Regulation 4 is recognized.

Furthermore, it is agreed that:

- a. At least seven (7) days notice of regular staff meetings shall be given including, where practicable, the items to be considered.
  - b. All staff members shall have the right to place items for consideration on the agenda.
  - c. A written record of proceedings shall be kept and circulated to all staff members.
  - d. K-12 teachers shall not be required to attend regular staff meetings which:
    - i. commence prior to one (1) hour before classes begin;
    - ii. exceed one and one half (1 1/2 ) hours. Staff meetings will begin no later than fifteen minutes after the dismissal of students;
    - iii. are held on weekends, statutory holidays or outside the regular work year.
  - e. Adult Education teachers shall not be required to attend regular staff meetings which:
    - i. are longer than one and one-half (1 1/2) hours in duration;
    - ii. are held on weekends, statutory holidays or outside the regular work year.
  - f. Part-time and itinerant teachers shall attend regular staff meetings whenever practicable.
  - g. There shall be a maximum of one (1) regular staff meeting per month, unless otherwise determined by the staff and administration of the school.
2. In Adult Education, staff meetings shall be held based on a school, worksite or program basis, as is deemed most appropriate by the program Administrator and teaching staff.

## **ARTICLE D.24 COLLABORATIVE DECISION-MAKING IN SCHOOLS**

The Board and Association encourage employee participation at the school and district levels and recognize that a variety of committee structures has proven to be effective in achieving collaborative decision-making in school districts.

1. There shall be established by September 30 of each school year a recognized collaborative decision-making committee in each school. For the purposes of this article, Continuing Education shall constitute one school.



2. The size and membership of the committee shall be determined by the staff. However, the staff representative and one (1) administrator shall be members of the committee.
3. Upon request by staff member(s), the committee may consider matters pertaining to the following areas and make recommendations:
  - a. School goals and priorities;
  - b. School educational issues and factors that affect student progress (i.e. at-risk children, student reporting, curriculum implementation, etc.);
  - c. School policies, regulations and routines;
  - d. Resource allocation, including school budget expenditures;
  - e. School-based staff development and use of non-instructional days;
  - f. Facility issues;
  - g. Health and safety issues;
  - h. Staffing needs, assignments and the school timetable (including the development of a school profile to assist in the selection of a school principal or Continuing Education administrator);
  - i. Effective communication and cooperation between teaching and non-teaching staff and the school's parent advisory council; and
  - j. Other matters of concern.
4. Procedures:
  - a. The committee shall be provided with relevant information to assist in making educationally sound recommendations.
  - b. The committee shall be elected annually in accordance with procedures established by the staff.
  - c. A chairperson shall be elected by the committee.
  - d. Regular meetings shall be held throughout the year, an agenda shall be published prior to the meeting and written record of the proceedings shall be recorded and distributed.
  - e. Decisions and recommendations of the committee shall be made by a majority vote.

- f. A quorum of the committee shall be determined by the staff and shall include the CTA Staff Representative and administrator.

5. Implementation:

The recommendations of the committee shall be referred to the appropriate person(s) or to the staff. The recommendations of the committee shall also be referred to the principal/Continuing Education administrator and a copy given to the staff representative.

- a. The decisions and recommendations of the committee shall not contravene/abridge any article of the CTA and CUPE collective agreements.
- b. Should the school administration/Continuing Education administrator not implement recommendations of the committee, a written explanation may be requested by the committee and shall be provided by the school administration/Continuing Education administrator.

#### **ARTICLE D.25 SUPERVISION DURING THE NOON INTERMISSION**

1. No member of the CTA shall be required to perform routine school supervision duties during the noon intermission.
2. However, this provision does not preclude any employee from volunteering for this activity.
3. This article shall be effective July 1, 1989 and shall be reviewed at the request of either party during subsequent negotiations.

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

1. Extra-curricular activities and programs are defined as being those aspects of students' school life provided by teachers which are beyond the activities relating to provincially and locally established curriculum.
2. While the Board and the CTA agree that extra-curricular activities are an important aspect of school programs for students and encourage participation in extra-curricular activities, it is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.
3. While voluntarily involved in extra-curricular activities approved by the principal, teachers shall be considered as acting in the employ of the Board for purposes of liability and coverage under the Board's insurance.

4. There shall be no compensation for the provision of extra-curricular activities.

## **ARTICLE D.27 HEALTH, SAFETY & STUDENT MEDICATION**

### **1. Committee**

The employer shall maintain a Health and Safety Committee comprised of CTA, CUPE and employer representatives. It shall meet regularly to review and recommend on matters either raised or referred to it that pertain to the health and safety of employees or students. It shall maintain minutes of its proceedings.

### **2. General Safety**

The Board shall maintain procedures to ensure compliance with health and safety regulations established by authorities such as the WorkSafe BC (WCB) regulations on industrial health and safety and to guide district personnel during emergencies such as fire or earthquakes.

3. The District will follow WorkSafe BC legislation regarding unsafe work and/or an unsafe worksite.

4. The Board shall maintain conditions conducive to effective learning with respect to lighting, temperature, ventilation, water supply, cleanliness/sanitation, safety and first aid supplies.

### **5. Student Medication and Medical Procedures**

- a. While teachers have a duty to render assistance in an emergency, they shall not be called upon to administer medication and medical procedures on a regular or predictable basis.
- b. The Board shall require schools to establish systems for administering medication and medical procedures after consultation with teachers, parents, family physicians, the public health nurse and the medical health officer.
- c. The administration of medication and medical procedures shall be the responsibility of assistants or health personnel, as appropriate, except for those mature students capable of, and trained in, self-administration.
- d. Where teachers volunteer to administer medication or perform other medical procedures on a regular or predictable basis, provisions for the following shall be made:
  - i. training appropriate to the required duties on a student specific basis;
  - ii. coverage by the Board's liability insurance;

- iii. trained replacement during periods of absence by the teacher;
- iv. necessary equipment and supplies.

6. Hazardous Materials

- a. In order to comply with regulations of the Workplace Hazardous Materials Information System (WHMIS), the Board shall provide information to ensure that employees are aware of workplace labeling and identification and the importance of material safety data sheets (MSDS).
- b. The district will conduct an annual review of the program.
- c. If there is an orientation program provided by the district to new teachers, it will include training on the Workplace Hazardous Materials Information System (WHMIS).

**ARTICLE D.28 HOME EDUCATION**

- 1. Educational services that may be required for home education students by statute or district policy with respect to the provisions of the statute shall be provided by members of the bargaining unit.
- 2. The Board shall provide such additional school resources as are mutually agreed to by the Board and the Association in providing education services for home education students.
- 3. Classroom teachers shall not be required to prepare separate additional materials, evaluations, or reports on home education students.

**ARTICLE D.29 TEACHER INVOLVEMENT IN RENOVATIONS OR PLANNING NEW SCHOOLS**

The Board and the Association recognize the need to provide flexible space to enhance the learning situation and the use of effective instructional techniques. The Board may establish committee(s) related to major renovations to improve existent facilities or for construction of new facilities. The Association will be represented on any such committee.

**ARTICLE D.30 BUDGET PROCESS**

In addition to accepting oral presentations and written material from the Association during preparation of the annual budget, the Board will have administration conduct a budget meeting for the Association and other employee representatives to review provincial funding, program priorities, fixed costs and related matters prior to submitting its budget to the Ministry of Education.

## **SECTION E PERSONNEL PRACTICES**

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

1. A non-sexist environment is defined as that in which there is no discrimination against employees based on sex, gender identity or expression, including by portraying them in gender stereotyped roles, refusing to acknowledge their identity, or by omitting their contributions.
2. The employer does not condone and will not tolerate any expression of sexism. In September of each school year the employer and the local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
3. The employer and the local shall promote a non-sexist environment through the development, distribution, integration and implementation of anti-sexist educational programs, activities, and learning resources for both staff and students.
4. Prior to October 31st of each school year, principals or vice-principals will add to the agenda of a regularly scheduled staff meeting a review of anti-sexist educational programs, activities and learning resources.

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

#### **General**

1. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment, including harassment based on the grounds in the *Human Rights Code* of BC.
2. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include:
  - a. counselling;
  - b. courses that develop an awareness of harassment;
  - c. verbal warning, written warning, transfer, suspension or dismissal.
3. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.

4. There will be no harassment and/or discrimination against any member of the local because they are participating in the activities of the local or carrying out duties as a representative of the local.
5. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
6. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

## **Definitions**

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

## **Resolution Procedure**

### **9. Step 1 – Informal Resolution Process**

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

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

### **10. Step 2 – Formal Complaint Process**

- a. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- b. The complaint should include a description of the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

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

11. Step 3 – Formal Resolution Process

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

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



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

## **Remedies**

- 12. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - a. reinstatement of sick leave used as a result of the harassment;
  - b. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - c. redress of any career advancement or success denied due to the negative effects of the harassment;
  - d. recovery of other losses and/or remedies which are directly related to the harassment.
- 13. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- 14. The local and the complainant shall be informed in writing whether there was a finding of harassment, and whether disciplinary action was or was not taken.
- 15. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- 16. If the employer fails to follow the provisions of the Collective Agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

## **Training**

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

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

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

## **ARTICLE E.20      DEFINITIONS OF EMPLOYEE STATUS**

### **1. Terminology:**

Employees represented by this Agreement (full or part-time) shall fall into one of the following categories:

- a. Teachers
  - i. A continuing teacher shall mean a teacher employed on a contract continuing until terminated under provisions of this Agreement.
  - ii. (1) Temporary Teacher:

A temporary teacher shall mean a teacher appointed for a specified period not exceeding one (1) year, to a position temporarily existing or temporarily vacant, or for a period not exceeding the remainder of the existing school year, to a position which has become vacant during a school year.

(2) Temporary Adult Education Teacher

A temporary Adult Education teacher shall mean a teacher appointed for a specific period to a Continuing Education position temporarily existing or temporarily vacant or offered for the first time, offered on an irregular basis, an overflow course, or a position vacant due to a leave of absence.

(3) Temporary Appointment Conversion to a Continuing Appointment:

A teacher on a temporary contract who has not received a less than satisfactory report shall be granted a continuing contract of employment after completion of employment of ten (10) months of continuous service or fifteen (15) months of aggregate service in the employment of the Board.

iii. Teachers teaching on call are teachers employed by the district, not included in either i. or ii. above, but employed as teachers under the provisions of Article D.20 of this agreement.

b. Associated Professionals

Associated professionals shall be appointed to positions of speech pathology and audiology in keeping with the provisions of this Agreement and on the basis as set out in E.20.1.a.i and E.20.1.a.ii above.

c. Appointment

An appointment is the full-time or specified part-time employment by the school district of a teacher on a continuing or temporary basis.

d. Position

A teaching position is a specified subject area(s) and/or program(s), and/or grade level(s) on a full time or specified part time basis at a designated school(s) or work location(s).

e. Assignment

An assignment is the specific work undertaken by a teacher within a given teaching position.

f. Partial Pay

Leave of absence at partial pay shall mean the teacher receives regular salary less the daily rate of a teacher teaching on call as established in Articles B.2.6 and B.2.8.

g. Without Pay

Leave of absence without pay shall mean deductions for each day will be made from salary per Article B.1.16 and the cost of the teacher teaching on call is borne by the employer.

h. Teachers' Assistants

i. All teachers' assistants assigned to assist teachers in carrying out their responsibilities and duties shall be under the direction of the teacher(s) to whom they are assigned.

ii. Unless specifically directed by the teacher, teachers' assistants shall not perform the duties of teachers. They may assist the teacher in:

- (1) providing assistance to individual students and groups of students;
- (2) monitoring students, giving or marking tests and assisting with reporting student progress;
- (3) maintaining student records or attendance;
- (4) supervising students in the class, the school or on extra-curricular activities;
- (5) assisting in areas of the school, e.g. library, labs, office.

iii. Teachers' assistants shall not engage in any instructional responsibilities when the teacher is absent from regular duties.

iv. Teachers' assistants shall not be used as an alternative or replacement for qualified professional personnel.

## **ARTICLE E.21      POSTING AND FILLING VACANT POSITIONS**

### **1.      Posting Vacant Positions**

- a.      "Vacancy" means a newly created position or an existing position vacated by the incumbent which the School District intends to fill and to which a teacher is not assigned.
- b.      A teaching assignment does not become a vacancy if a teacher is returning to that position from a leave of absence where that leave is for less than a year.
- c.      All teachers in the District are eligible to apply for all continuing vacancies that occur in accordance with Article E.21.1.a.
- d.      All vacancies shall be posted online for a period of three (3) days. Posting shall be made accessible to all teachers in the school district. A copy of all postings shall be sent to the CTA.
- e.      If a new or existing position becomes vacant after the opening of the school year and the successful candidate is currently assigned to another position in the district, the reassignment shall be effected at the discretion of the Board but not later than July 1st of the following school year. In the case of a transfer to a semestered school during the first semester, the successful candidate may assume the position at the beginning of the new semester. If the position applied for does not exist at the starting date the teacher has the option of remaining in their current position.
- f.      A teacher who accepts a position in Spring staffing will be required to remain in that new assignment for the following school year. A teacher who accepts a mid-year posting and is reassigned will be required to remain in that new assignment for the balance of the school year.
- g.      Every posting shall contain the following information:
  - i.          Designation as either K-12 or Continuing Education
  - ii.        Identification of the teaching position to be filled\*, i.e. subject area(s), grade level(s) and work location, full-time or specified part-time, scheduled hours of instruction, and any other salient descriptive information;\* Bona fide description of the teaching assignment.
  - iii.       Start date and, if applicable, end date;
  - iv.        Necessary qualifications as per Article E.21.2.c.

- h. A posting in Continuing Education may contain the phrase “Assignments are based on sufficient enrolment”.
- i. Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extra–curricular activities and programs and such matters shall not form part of any contract of employment.
- j. Posts of Special Responsibility  
  
All vacancies for positions of special responsibility (Article B.21) shall be posted.

## 2. Filling Vacant Positions

- a. The Board agrees that vacancies shall be filled by teachers in the following priority.

### First Priority:

Teachers designated for priority transfers because of school reorganization or declining enrollment.

### Second Priority:

Teachers returning from a leave of absence; teachers on the recall list pursuant to Article C.20.4; teachers on continuing appointment applying on a posting as per Article E.21.1.d.

### Third Priority:

Part-time continuing contract teachers who apply for a posted position which would increase the time of their appointment; Adult Education teachers with a Continuing Education continuing contract who apply for K-12 continuing posted position as per Article E.21.1.a; K-12 teachers with a K-12 continuing contract who apply for a Continuing Education continuing posted position as per Article E.21.1.a.

### Fourth Priority:

Teachers who hold a temporary appointment; teachers who are on the district teacher-teaching–on–call list; other applicants from the bargaining unit; and external applicants.

- b. There shall be two separate filling processes: one for K-12 and one for Continuing Education.

- c. The teacher appointed to a position shall be the teacher who has the necessary qualifications for that position.
- d. In this Article "necessary qualifications" in respect to a teaching position means the possession of a valid teaching certificate for the province of British Columbia and:
  - i. education: (academic training or training related to the teaching position); or
  - ii. relevant teaching and work experience and/or evidence of the successful application of instructional skills.

In addition, relevant professional development i.e. pre-service and in-service training may be considered.

- e. Acceptance of Appointment:

An acceptance of an offer of appointment to a vacancy shall be made by the teacher in writing to the Human Resources Department or designate. This will normally be done within twenty-four (24) hours (excluding non-working days).

In the event of extenuating circumstances, the union may request additional time for K-12 teacher or Adult Education teacher to consider an offer of appointment. The employer will not unreasonably deny providing additional time for extenuating circumstances.

- f. The parties agree that the selection and assignment of teachers is the responsibility of the Board, subject to the provisions of this Agreement.

- g. Implementation

For the purposes of this collective agreement the provisions of Article E.21 Posting and Filling Vacant Positions will take effect September 6th, 1993.

### 3. Transfer Protocol for Teachers at Closed Schools/Resource Centres

- a. Teachers at a closed school will be offered the option of either requesting Priority 1 status for the spring posting process OR requesting a position at the receiving schools.
- b. Teachers requesting a position at a receiving school will be given the opportunity to indicate on the applicable district form their preferences with regard to positions.

- c. Teachers will be placed in receiving schools only when vacancies exist. Vacant positions will be offered on the basis of the greatest district aggregate seniority, and qualifications as defined in E.21.2.d.
  - d. If no vacancy, as per 3 above, exists at a receiving school, teachers will have Priority 1 status for the spring posting process.
  - e. Teachers working at a resource centre that is closed, or whose contract at a resource centre is interrupted because positions have been reduced, will be given a P1 for the spring posting process.
  - f. A teacher whose contract for coordinator is interrupted due to the closure of a resource centre or reduction of services at a resource centre shall continue to receive the allowance for a further one (1) year.
  - g. Teachers from closed schools/resource centres cannot displace or “bump” teachers at receiving schools.
  - h. This process will occur prior to and simultaneously with the regular staffing process across the district.
  - i. The District, in consultation with the CTA, will make all reasonable effort to provide teachers in closed schools, or affected teachers in closed/reduced resource centres, with time prior to closure to organize their personal supplies for transfer from the school/resource centre.
4. Transfer of Teachers
- a. Transfers may be initiated by the Board pursuant to the provisions of this article.
  - b. A teacher under consideration for a Board initiated transfer shall be informed in writing at least seven (7) days prior to the date of the reassignment. If reassignment is for the following school year, a teacher shall be informed in writing by May 30 or after May 30 by mutual agreement between the CTA and employer. The teacher will be provided with the reasons for this reassignment. A copy of this letter shall be forwarded to the Association president.
  - c. When the Board initiates a transfer, the superintendent or designate shall review the reasons for the reassignment with the teacher and the teacher shall be accompanied to such a meeting by a representative of the Association.
  - d. Priority transfers as defined in Article E.22.1.f are not subject to the provisions of this article.
  - e. Transfers shall not be initiated by the Board for arbitrary or punitive reasons.



- f. Any teacher who has been reassigned through a Board initiated transfer shall not be so designated within three (3) years unless the teacher agrees to a transfer. This provision does not apply when teachers are declared surplus from schools or transferred due to the closure of a school/resource centre or the reduction of services at a resource centre.

## **ARTICLE E.22      TEACHING ASSIGNMENTS**

- 1. The collaborative decision-making committee shall meet for the purpose of reviewing the timetable and staff assignments for the next school year for K-12 and the next term for Continuing Education and any new or existing teaching positions that require filling in the school or Continuing Education.

Every attempt will be made to have a teacher's assignment within their teaching area.

- a. In timetabling and preparing teacher assignments, a number of factors shall be considered, including: the number of course preparations and subject areas involved; staff qualifications, training and experience; teacher preferences; the number of classroom locations and the balance among staff assignments for the year/term.
- b. Whenever possible, a staff meeting or collaborative decision-making committee meeting or both shall be held for the purpose of discussing the proposed timetable, school or Continuing Education program organization and staff assignments for the next school year/term.
- c. A teacher who is not satisfied with a proposed assignment in a school or Continuing Education program may appeal the assignment to the principal or Continuing Education administrator who will make a recommendation based on Article E.22.1.a.
- d. If a concern still exists, the teacher may request a meeting with the zone assistant superintendent. The teacher shall be entitled to be accompanied by a CTA representative in this meeting.
- e. It is agreed that the subject of Article E.22.1 subsection a – d is specifically excluded from the provisions of Article A.6.
- f. Where a teacher is declared surplus to a school or Continuing Education because of declining grade and/or course enrolments the following shall apply:
  - i. The teacher(s) retained on the staff will be those with the greatest seniority, providing they possess the necessary qualifications for the position(s).

- ii. Should the teacher obtain a position which includes a significantly different grade level or significantly different subject, the Board shall endeavor to provide the necessary support and in-service.
    - iii. Should the teacher who would otherwise be declared surplus not want to be transferred, and other teacher(s) have volunteered to be declared surplus in their place, the teacher chosen by the Board to be surplus will be the highest seniority teacher who best meets the Board's operational needs at that site.
  - g. All reassignments in K-12 resulting from Article E.22.1.f shall be initiated by the Board not later than May 15 of each year save and except for when they are necessitated by circumstances not reasonably known by the Board by April 30 of such year.
  - h. All reassignments in Continuing Education resulting from Article E.22.1.f shall be initiated by the Board no later than two weeks after the beginning of a term.
2. Beginning Teacher Program
- a. Beginning teachers shall be provided with assistance and teaching conditions to help them with their introduction to teaching.
  - b. Provisions include, where practicable:
    - i. a teaching assignment where the most demanding classes in the school are not the responsibility of a beginning teacher;
    - ii. release time when deemed appropriate by the superintendent of schools or designate;
    - iii. a mentor or coaching program in the school;
    - iv. an orientation and induction program;
    - v. assistance from district resource staff;
    - vi. and such other jointly sponsored activities which may be provided from time to time.
3. *(Language removed by legislation)*

4. Mainstreaming and Integration (*Language in a., b., c., e., and f., removed by legislation*)

d. The Board shall provide:

- i. Facilities and equipment that are essential to accommodate a student with special needs into the regular classroom.
- ii. Curriculum and/or materials modification which may be required by the student with special needs.
- iii. Communication devices in the classroom where safety of the students, teacher or emergency aid may be required.
- iv. That procedures will be established and rehearsed for fire and earthquake drills regarding the evacuation and care of children who have physical, mental or emotional disabilities.
- v. Special education assistants, who will carry out all assigned duties including student medical/medication procedures as outlined in Article D.27.5

**ARTICLE E.24 TEACHERS' ACCESS TO PERSONNEL FILES**

- 1. The Board recognizes the right of teachers to have access to their own personnel records.
  - a. There shall be only one personnel file maintained for each teacher and it shall be kept at the district office.
- 2. The Board of Education recognizes that all teacher personnel files are confidential. Personnel files shall be in the custody of the superintendent of schools or designate and shall not be accessible to other than appropriate administrative officials of the school district unless otherwise authorized in writing by the teacher. Access must be limited and security assured.
- 3. Requests for access by individual teachers to their personnel file will be accommodated in the following manner:
  - a. The file will be viewed in the presence of the superintendent of schools or designate and, at the request of the teacher, a CTA representative.
  - b. Viewing will be arranged by appointment. Appointments and viewings will be in the employee's time.
  - c. Identification shall be provided by the employee, upon request, to the person in whose presence the file is being reviewed.

- d. The access to data will be restricted to that data which is placed in the file subsequent to the date of employment of the individual.
- e. The file shall not contain unsigned letters or documents. Any correspondence placed in the file shall be copied to the teacher with the opportunity to file any comments.
- f. Where material critical of the teacher, or in the nature of a reprimand, is placed in the file, the teacher may elect to have the material reviewed two (2) years after the filing.
- g. Upon completion of the review, an employee may indicate to the Director of Human Resources that information contained in the file may be incorrect. A copy of this statement will be placed in the employee's file.

## **ARTICLE E.25 SCHOOL ACT APPEALS**

- 1. Where a student and/or parent/guardian files an appeal under the School Act (Section 11) and Board by-law of a decision of an employee covered by this Agreement, or in connection with or affecting such an employee:
  - a. the employee and the Association shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal unless limited or prevented expressly by statute;
  - b. the employee shall be entitled to attend any meeting of the Board or Board committees in connection with the appeal where the appellant is present and shall have the right to representation by the Association; and
  - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal;
  - d. the District shall ensure that its policy and procedures established under provisions of the School Act direct a student and/or parent to review the matter with the teacher, then the principal and finally the superintendent of schools or designate prior to seeking redress of the Board of Education;
  - e. the Board of Education shall refuse to hear any appeal where the student and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.

## **ARTICLE E.26 FALSELY ACCUSED EMPLOYEE ASSISTANCE**

1. a. When a teacher has been found to be falsely accused of the abuse of a student in the course of exercising their duties because:
  - i. an investigation by the Board found that the allegations brought against the teacher were false or;
  - ii. a teacher was acquitted of criminal charges by the court or;
  - iii. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false;
- b. The District upon request, shall:
  - i. provide the teacher and the teacher's family all reasonable specialist counseling and/or medical assistance to deal with negative effects of the allegations, beyond the district employee assistance plan, as agreed by the superintendent of schools or designate and the Association.
  - ii. assist the teacher in assuring successful return to teaching duties, including any necessary period of leave of absence, priority for transfer to any vacant position requested by the teacher and, where requested by the teacher, provision of factual information to parents by the Board.
  - iii. provide financial assistance, if deemed appropriate by the superintendent of schools or designate after consultation with the Association.

## **ARTICLE E.27 NON DISCRIMINATION**

1. There shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, wages, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge on the basis of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of membership or activity in the union.
2. The Association and the Board agree that the normal involvement of parents as partners in their children's educational environments, and that the performance of supervision or evaluation responsibilities by administrative officers shall not be construed as harassment, provided that these actions are conducted in accordance with the School Act and Regulations, this Collective Agreement and Board Policy.

## **ARTICLE E.28      POSTING AND FILLING VACANT TEMPORARY POSITIONS**

The parties agree that in posting and filling for a vacant temporary position that it be done as quickly as possible.

### **A.      Posting Vacant Temporary Positions**

1.      A temporary position is a position that exists for up to one (1) school year but ending no later than June 30 of the same school year. Continuing Education positions that operate on a fiscal year may exist for up to twelve (12) months but ending no later than the end of the fiscal year.
2.      A temporary “vacancy” in K-12 means a temporary position to which no teacher is assigned, or an existing position temporarily vacated by the incumbent which the school district intends to fill and which a teacher is absent (for twenty (20) working days or longer and intends to return).
3.      A temporary “vacancy” in Continuing Education means a position temporarily existing or temporarily vacant or offered for the first time, offered on an irregular basis, an overflow course, or a position vacant due to a leave of absence which the school district intends to fill and which a teacher is absent (for twenty (20) working days or longer and intends to return).
4.      The employer will request and the teacher will supply appropriate documentation from a doctor or other relevant individual indicating the return date and whether it is anticipated for a period of twenty (20) or more working days. The board has the discretion to post and fill earlier if the circumstances warrant it.
5.      The following are eligible to apply for vacant temporary positions: teachers who have a temporary appointment which will terminate prior to the deadline of the posted position, teachers on the district teacher on call list, teachers with a part-time continuing appointment and external applicants.
6.      K-12 teachers that are eligible based on the above may apply for vacant K-12 temporary positions. Adult Education teachers that are eligible based on the above may apply for vacant continuing education temporary positions.
7.      Any teacher with a full-time continuing appointment is not eligible to apply or be selected for any vacant temporary position.
8.      All vacancies (K-12 and Continuing Education) shall be posted on-line for a period of three (3) working days. K-12 postings shall be made accessible to all K-12 teachers in the school district and Continuing Education postings shall be made accessible to all adult education teachers in the school district.

9. A teacher who accepts a temporary position will be required to stay in the position until the full-time return of the incumbent or until June 30 of that school year. An adult education teacher who accepts a temporary position that operates on a fiscal year will be required to stay in the position until the full-time return of the incumbent or until the end of the fiscal year. A teacher is eligible to post on other positions if the schedule enables the teacher to fill the second or subsequent position(s). The employer is not required to change a schedule or to release anyone from a temporary position to enable a teacher to increase their teaching time.
10. Every posting shall contain the following information:
  - i. Designation as either K-12 or Continuing Education
  - ii. Identification of the teaching position to be filled, i.e. subject area(s), grade level(s) and work location, full-time or specified part-time, scheduled hours of instruction, and any other salient descriptive information; bona fide description of the teaching assignment
  - iii. Start date and, if applicable, end date
  - iv. Necessary qualifications as per Article E.21.2.c.

A temporary posting in Continuing Education may contain the phrase “Assignments are based on sufficient enrolment”.

Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extra-curricular activities and programs and such matters shall not form part of any contract of employment.

#### B. Filling Vacant Temporary Positions

1. The board agrees that vacancies shall be filled in accordance with the following procedure:
  - i. The principal, vice-principal or other board representative will select a minimum of three applicants to be interviewed from the posting once it has closed
  - ii. The employer must make reasonable efforts to contact teachers who may be interviewed. The employer is able to select another candidate to interview if contact cannot be made to set up an interview
  - iii. The employer may select a successful applicant after interviewing three candidates

- iv. The only exception to the above is that the employer may interview fewer than three candidates in instances where fewer than three applied
  - v. The principal or vice principal or other Board representative will then recommend the successful applicant from those interviewed to the District Principal or designate
  - vi. The District Principal or designate will then offer the temporary appointment to the successful applicant.
2. There shall be two separate filling processes: one for K-12 and one for Continuing Education.
  3. The teacher appointed to a position shall be the teacher who has the necessary qualifications for that position pursuant to Article E. 21.2.c.d.
  4. Acceptance of Appointment:  
  
An acceptance of an offer of appointment to a vacancy shall be made by the teacher in writing to the Human Resources Department or designate. This will normally be done within twenty-four (24) hours (excluding non-working days).  
  
In the event of extenuating circumstances, the union may request additional time for K-12 teacher or Adult Education teacher to consider an offer of appointment. The employer will not unreasonably deny providing additional time for extenuating circumstances.
  5. The parties agree that the selection and assignment of teachers is the responsibility of the Board, subject to the provisions of this Agreement.
  6. It is understood and agreed upon by the parties that if there is one or more teachers on the recall list, in accordance with Article C.20 Lay Off, Recall and Severance Pay, that any vacant temporary positions will be filled according to the process outlined in the Article and in C.20.

## **ARTICLE E.29      ANTI-RACIST ENVIRONMENT**

1. An anti-racist environment is defined as that in which there is no racial discrimination. This includes but is not limited to portraying persons in racially stereotyped roles or omitting their contributions.
2. The employer does not condone and will not tolerate any written or verbal expression of racism. Each school year the employer and the association shall notify administrative officers and staff, in writing, of their commitment to an anti-racist environment.



3. The employer considers racism in any form to be totally unacceptable and will not tolerate its occurrence. Offenders shall be subject to discipline and/or corrective actions.

## **SECTION F        PROFESSIONAL RIGHTS**

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

1.        Effective July 1, 2024, the employer shall provide professional development funding not less than one fifth of one percent (0.20%) of the Category 6 maximum step, multiplied by the total teacher FTE in the District, as of September 30 of the previous year.
2.        This article replaces only local provisions regarding professional development funding that do not equal or exceed the minimum funding required in Article F.1.1.

Article F.1.3 is not applicable in School District No. 43 (Coquitlam).

F.1 Transitional Funding – In effect July 1, 2022 to June 30, 2024

4.        The Board's share in the joint in-service and Pro-D day fund shall be one hundred twenty-five percent (125%) of the teacher contributions in each school year.

### **ARTICLE F.20        PROFESSIONAL FREEDOM**

Teachers shall, consistent with prescribed, authorized and locally developed curriculum and consistent with effective educational practice, have individual professional freedom in determining the methods of instruction and the planning and presentation of course material in the classes of students to which they are assigned.

### **ARTICLE F.21        PROFESSIONAL DEVELOPMENT AND TEACHER EDUCATION PROGRAMS**

1.        Purpose

The Board and the CTA believe that the continuing education of teachers is a means of furthering excellence in education and ensuring quality learning opportunities for students in the school district.

2.        Program Areas

- a.        Educational Leave

- i.        Funding

The Board shall establish an Educational Leave Fund in the amount of .375% of the teachers' salary section of the budget. This shall be the amount budgeted for teachers' salaries.

The definition of a teacher shall be as defined in the School Act and shall mean a teacher who has been appointed to a position within the school district. Salaries of non-certified Adult Education teachers shall be included. Salaries of teachers teaching on call shall not be included. This will set the amount of money available for Educational Leave in the school year which commences on September 1st of the budget year.

The Review Panel will annually determine target areas of district needs for Educational Leave.

ii. Application

- (1) The Board may grant Educational Leave on application to teachers with a minimum of five (5) years' service in the district for the purpose of furthering excellence of instruction in School District No. 43 (Coquitlam).
- (2) Application will be made by the teacher applying in writing to the superintendent of schools stating clearly the particular purpose for the leave, and the proposed activities designed to fulfill that purpose. Teachers applying for more than six-tenths salary under paragraph (v) must outline the special circumstances at the time of making application for Educational Leave.
  - (a) Application for full or part year Educational Leave must be received prior to March 1st of the school year preceding the year of which the leave will be granted.
  - (b) Where funds remain unallocated in any school year, applications may be submitted prior to October 15th for partial year Educational Leave.
  - (c) The superintendent of schools shall submit the application to the Review Panel for recommendation to the Board.

iii. Course Requirements

Any of the following general activities may be considered to fulfill such purposes:

- (1) Formal academic training regardless of whether it leads to higher certification;
- (2) Studies or programs designed to bring new techniques or educational strategies to the school district;

- (3) To assist established teachers to refresh and advance their knowledge of method, subject matter or general background for teaching; and
- (4) All studies and/or programs approved by the Review Panel upon application must be reviewed by the Review Panel prior to commencement and at intervals during the year.

iv. Length of Leave

The basic unit of leave shall be one (1) year but, where appropriate, any portion of the school year may be granted from September 1st to June 30th.

For Adult Education teachers employed in Continuing Education, the year shall be as defined in Article D.22.6.

v. Payment for a Full School Year

A teacher granted Educational Leave for a full school year shall receive a salary equal to six-tenths of the annual salary that would be paid if not on educational leave.

For teachers employed in K-12, equal monthly payments shall be made spanning the interval September to June. For Adult Education teachers employed in Continuing Education, equal bi-weekly payments shall be made covering the period that would have been worked if the teacher had not been on leave. MSP, extended health, dental and group life insurance payments will be shared by the Board for the full school year.

vi. Payment for a Partial School Year

A teacher granted Educational Leave for a portion of a year shall receive a salary equal to six-tenths of the salary that would be paid for that portion of the year if not on Educational Leave. Payments shall be made on the regular monthly pay day. The Review Panel may recommend a higher payment if special circumstances exist. MSP, Extended Health, Dental and Group Life Insurance payments will be shared by the Board for the period while on Educational Leave.

vii. Recommendations to Board

- (1) The Review Panel (Article G.20.9) shall consider all applications and make a recommendation to the Board as to priority for granting leave. Such recommendations shall be made to the Board prior to April 15th, in the case of a request made under F.21.2.a.ii.(2)(a). Recommendations made by the Review Panel under F.21.2.a.ii.(2)(b) shall be made prior to October 31st.
- (2) Teachers applying for Educational Leave will be notified by the Board of acceptance or rejection of their application by April 30th if the leave is requested under F.21.2.a.ii.(2)(a) and November 15th if the leave is requested under F.21.2.a.ii.(2)(b).

viii. Teachers' Covenant

- (1) Full-time teachers granted leave under this section shall undertake to return and to stay in the service of the Board for a period of not less than the full-time equivalent of one (1) school year unless a shorter period of time is otherwise determined by the superintendent of schools.
- (2) Part-time teachers granted leave under this section shall undertake to return and ordinarily to stay in the service of the Board for a period of not less than the part time equivalent of one (1) school year.
- (3) Should a teacher granted Educational Leave for a full year or portion thereof fail to fulfill this Covenant, the teacher shall be responsible either in whole or in part for a refund of monies received while on leave. The amount and method of refunding in such cases shall be a Review Panel decision.

b. Joint In–Service and Pro-D Day Fund

i. Purpose

The purpose of this fund will be to finance expenditures related to Pro–D. day, individual in–service requests, and district–wide group activities that are not covered by school–based staff development funds.

ii. Funding

The Board's share in the joint in–service and Pro–D day fund shall be as per F.1. The Coquitlam Teachers' Association will determine its contribution annually.

iii. Teachers teaching on call

When provided for by the budget, the costs of teachers teaching on call for those teachers granted any professional development leave of absence shall be borne by the Board and shall be in addition to the Board's regular contribution to the professional development fund.

iv. Administration of Fund

The in-service and Pro-D day fund as established by the Board and the CTA shall be administered jointly by representatives of the Board and the Coquitlam Teachers' Association (In-Service Coordinating Committee).

c. Course Fees Assistance Fund (Credit and Non-credit)

i. Purpose of Fund

The purpose of the Course Fees Assistance Fund is to assist teachers with registration costs for credit and non-credit courses that will be of value to the teacher in their teaching duties in the district. Assistance shall be provided for courses taken throughout the calendar year.

ii. Eligibility

- (1) To be eligible, a teacher must have taught in the school district in the employ of the Board for a least a two (2)-year period.
- (2) Teachers receiving assistance must agree to return to teach in the school district for a least a one (1)-year period.
- (3) Present certification of teachers will not be considered a factor in determining eligibility for assistance.
- (4) Assistance will be granted only to teachers successfully completing a course.
- (5) No teacher shall apply for or receive assistance from this fund and from the Board/CTA in-service fund for the same course.

iii. Deadline for Applications

All teachers applying for course fees assistance shall complete and file applications with the Board at least two (2) weeks prior to the commencement of the course.

iv. Payment

- (1) The Board shall make payment only after receiving proof of payment and successful completion of courses.
- (2) In the case of credit and non–credit courses, the assistance shall not exceed fifty percent (50%) of the amount of the registration fee required to be paid.

v. Funding

- (1) The Board shall establish a Course Fees Assistance Fund in the amount of .128 percent of the teachers' salary section of the budget. This shall be the amount budgeted for teachers' salaries.
- (2) The assistance for non–credit courses shall not exceed fifty percent (50%) of the fund amount.
- (3) In the event that it is necessary to restrict the number to whom assistance can be granted (to come within the funds available in a) above), the In–service Coordinating Committee shall determine to whom assistance is to be given.

vi. Administration of Fund

The Course Fees Assistance Fund as established by the Board shall be administered by the CTA/Board In–service Coordinating Committee.

## **ARTICLE F.22 SCHOOL-BASED PROFESSIONAL DEVELOPMENT COMMITTEE**

The board and the CTA encourage employee participation at the school and district levels and recognize that a variety of committee structures has proven to be effective in achieving sound and positive professional development activities for teachers and administrators.

1. There shall be established by September 30 of each school year a recognized professional development committee in each school. For the purpose of this article, Continuing Education shall constitute one school.
2. The size and membership of the committee shall be determined by the staff and the principal however, the CTA professional development representative and one (1) administrator shall be members of the committee.

3. The committee is advisory and will consider matters pertaining to the following areas and make recommendations to the principal:
  - a. School wide professional development activities that may pertain to school goals and on-going priorities in support of district goals
  - b. School wide professional development activities that pertain to school educational on-going issues and factors that affect student progress (i.e. at-risk children, student reporting, curriculum implementation, etc.)
  - c. School-based staff development and use of non-instructional days
  - d. Allocation of professional development funds based upon a policy set by the School Based Professional Development Committee
  - e. Support for teachers in pursuit of their own professional development.
4. Procedures
  - a. Each school will be provided with a budget specifically targeted for school professional development. The amount is determined by the principal outside of this process and will be shared with the School Based Professional Development Committee no later than October 15 of each school year.
  - b. The committee shall be provided with relevant information to assist in making educationally sound recommendations including, but not limited to, updates on the balance of the funds available to the committee upon request of the professional development committee chair.
  - c. The committee shall be formed annually in accordance with procedures established by the staff and the principal.
  - d. The CTA professional development representative shall be the chairperson of the committee.
  - e. Regular meetings shall be held throughout the year, an agenda shall be published prior to the meeting and written record of the proceedings shall be recorded and distributed.
  - f. Should the school administration/Continuing Education administrator not implement recommendations of the committee, a written explanation may be requested by the committee and shall be provided by the school administration/Continuing Education administrator.



5. Article F.20 defines Professional Freedom and Article D.22 defines the Regular Work Year for teachers; the decision and recommendations of the committee shall not contravene these or any other article of the collective agreement.

## **SECTION G       LEAVES OF ABSENCE**

### **ARTICLE G.1       PORTABILITY OF SICK LEAVE**

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

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

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

### **ARTICLE G.2       COMPASSIONATE CARE LEAVE**

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

- b. in relation to an employee's spouse:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
3. Compassionate care leave supplemental employment insurance benefits:
- When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:
- a. one hundred percent (100%) of the employee's current salary for the first week of the leave, and
  - b. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
  - c. Current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.
4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
7. Seniority shall continue to accrue during the period of the compassionate care leave.
8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

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

[See also Article G.20.1.f.iv for short term compassionate leave of up to 2 days.]

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

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

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

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

## **ARTICLE G.4          BEREAVEMENT LEAVE**

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

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

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

- a.     the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), current ward, grandchild or grandparent of an employee (including in-law), and
  - b.     any person who lives with an employee as a member of the employee’s family.
2.     Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.
  3.     In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “family member” means:

- a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, former ward or guardian or their spouses;
  - b. in relation to an employee's spouse or common-law partner or same-sex partner:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
4. Any and all superior provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.

#### **Local Provisions**

5. The Board shall grant a maximum of five (5) days' leave of absence in the case of the death of surrogate person.

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

Article G.5.1 through G.5.3 is not applicable in School District No. 43 (Coquitlam).

#### **Local Provisions**

4. Short Term Leaves Without Pay

The superintendent of schools or designate shall grant leaves of absence without pay to:

- a. Discretionary Days

A teacher up to five (5) days in a school year. This leave shall be taken at a mutually agreed upon time and cannot be attached to a holiday period, specifically Christmas break, Spring break and Summer vacation.

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

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Articles G.6.1.a and G.6.2-G.6.8 are not applicable in School District No. 43 (Coquitlam).]

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

Elected union officer release

9. Such leaves will be granted upon request.
10. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

[See also Article G.20.5.a, G.20.5.b, G.20.1.l and G.20.1.m for other union leave articles.]

#### **ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS**

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

#### **ARTICLE G.8 TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM**

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

#### **ARTICLE G.9 TEMPORARY PRINCIPAL / VICE-PRINCIPAL LEAVE**

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

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

#### **ARTICLE G.10      TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES**

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

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

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

## **ARTICLE G.11      CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES**

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

## **ARTICLE G.12      MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS**

1. When an employee takes maternity leave pursuant to Part 6 of the *Employment Standards Act*, the employer shall pay the employee:
  - a. One hundred percent (100%) of their current salary for the first week of the leave; and
  - b. When the employee is in receipt of Employment Insurance (EI) maternity benefits, the difference between the amount of EI maternity benefits received by the teacher and one hundred percent (100%) of their current salary, for a further fifteen (15) weeks.

*[Note: In SD 43, for employees who do not qualify for EI maternity benefits, G.12.1 does not apply. See G.12.2 below.]*

### **Local Provisions**

- c. Provided this period falls within the regular work year as defined in Article D.22.
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 per cent (95%) of their current salary for the first two (2) weeks of the leave provided this period falls within the regular work year as defined in Article D.22.

[See Article G.20.6.a Pregnancy and Parental Leave, for leave provisions]



## **ARTICLE G.20      LEAVES OF ABSENCE**

Application for leave of absence shall be made in writing to the superintendent of schools or designate.

### **1.      Short Term Leaves With Pay**

The superintendent of schools or designate shall grant leave of absence with full pay to:

#### **a.      Write Exams**

A teacher to write an examination in a course related to the teacher's assignment, a maximum of one (1) day.

#### **b.      Association Business**

A maximum of six (6) members from the Association to attend negotiations or a maximum of three (3) members from the Association to attend grievance meetings.

#### **c.      Exchange Teachers**

Exchange teachers up to ten (10) days leave during the first year they are on exchange provided that the time off is taken as an addition to the Christmas or Spring vacation.

Article G.20.1.c Exchange Teachers does not apply to Adult Education Teachers.

#### **d.      Birth**

Up to two (2) days at the time of birth to transport the spouse giving birth to and from hospital, or during the time when the spouse is confined to hospital, or upon immediate return of the child/spouse from the hospital.

#### **e.      Court Attendance**

A teacher to attend court on subpoena to act as a witness or as a member of a jury for the time the teacher's presence is required by a court. Any fees due and payable to the teacher on the issue of a subpoena or for court attendance shall revert to the Board.

f. Compassionate

- i. the employee may take a maximum two (2) days compassionate leave with pay to attend to the following relatives in case of serious illness where recovery is in doubt: spouse or common-law spouse (including same-sex relationships), child, mother, father, brother, sister, grandparent, grandchild or surrogate person, mother-in-law, father-in-law.

[See also Article G.2 Compassionate Care Leave for leave longer than 2 days]

g. Degree or Diploma

A teacher for up to one (1) day to receive a degree or diploma from an educational institution or to be present when a teacher's child, spouse, common-law spouse, sibling or parent receives a degree or diploma.

h. National/International Competitions

A teacher for participation (defined as competing, coaching, officiating, managing or training) in a national or international competition. Upon receipt of a letter from the representative group acknowledging the individual's participation and indicating that the function is indeed a national or international competition, the superintendent of schools or designate will determine that the application merits leave with pay.

i. Care of Child/Dependent Parent

A teacher unable to obtain suitable care for a dependent child under age nineteen (19) or a dependent parent who is ill or injured, up to two (2) days per year (pro-rated for assigned FTE) when required to be off work to provide said care.

j. Citizenship Court

An employee who attends court ceremonies to become a Canadian citizen shall be granted one (1) day of leave for that purpose.

k. Pro-D Chairperson Release

- i. The Board agrees to release the professional development chairperson of the Association from teaching duties as requested by the Association for a maximum of ten (10) days per year such time to be taken in blocks no less than .4 days.
- ii. The Board will continue to pay the professional development chairperson their salary and to provide benefits as specified in the agreement and the CTA will reimburse the Board's cost for salary and benefits.

- iii. For purposes of pension, experience, sick leave and seniority, the professional development chairperson shall be deemed to be in the full employ of the Board.

- l. Teacher Regulation Branch

A teacher to serve on the council of the Teacher Regulation Branch upon request on the understanding that the Teacher Regulation Branch will reimburse the Board's cost for salary and benefits.

- m. Ministry/Other School District Business

A teacher up to five (5) days to work with the Ministry, other teachers' associations or school boards, upon written request by such groups indicating their commitment to reimburse the Board's cost for salary and benefits.

- n. Continuity of Service

A designated teacher teaching on call will be assigned when asked for and available to provide continuity of service for teachers requiring leave of absence on a planned, prearranged basis for local, provincial or ministry committee work, union business, Teacher Regulation Branch business, or Teacher Qualification Service business.

- 2. Short Term Leaves with Partial Pay

Leave of absence with partial pay is defined as leave with regular pay less the per diem teacher teaching on call rate. This cost will be applied whether a teacher teaching on call is required or not.

The superintendent of schools or designate shall grant leave of absence with partial pay to:

- a. Illness in Immediate Family

A teacher, up to a maximum of three (3) days per school year, for illness of a spouse, common-law spouse including same-sex partner, or parent.

- b. Funeral Attendance

A teacher for up to one (1) day to attend a funeral. Such leave shall be included as part of the provisions for any leave granted under G.4.

### 3. Short Term Leaves Without Pay

The superintendent of schools or designate shall grant leaves of absence without pay to:

#### a. Public Office

A teacher for public or civic duty, up to ten (10) days per school year, where the teacher is elected or appointed to a public body within British Columbia (also see G.20.5.c).

#### b. Court Action

A teacher to attend court as a party to an action.

### 4. Long Term Leave With Partial Pay

#### a. Educational Leave

Education leave for teachers is as established in Article F.21.2.a of this Agreement.

### 5. Long Term Leaves Without Pay

The superintendent of schools shall grant long term leaves of absence without pay in the following instances:

#### a. Executive Officers of the Association

- i. The Board will continue to pay the president and vice-president their salaries and to provide benefits as specified in the agreement. The Association shall reimburse the Board's cost for salary and benefits.
- ii. Should the president and/or vice-president of the Coquitlam Teachers' Association resign or be replaced in the position(s) for any reason, the Board shall grant the new president and/or vice-president leave of absence in accordance with Article G.6.9, without pay, for the remainder of the school year.
- iii. The Association shall advise the Board each month of any absence of the president and/or vice-president of the Association from their duties for reason of illness or unavoidable quarantine. The Board's record of the president's and/or vice-president's sick leave shall reflect such absence.

- iv. The president and vice-president shall be considered to be in the full employ of the Board for the purposes of professional development, pension, sick leave, experience and seniority.

b. Staff of the BCTF

- i. A teacher on leave with the BCTF to serve as a member of the administrative staff shall have the opportunity to return to a teaching position similar to that held prior to their assignment.
- ii. The Board shall only provide leave of up to four (4) years to enable a teacher to hold a staff position.

c. Teachers Running for Election

When a teacher is nominated as a candidate and wishes leave of absence to contest a provincial or federal election, the teacher shall apply for and be given leave of absence without pay during the election campaign.

d. Long Term Personal Leave

- i. Full-time leave of absence for personal reasons for a school year after five (5) consecutive years of employment with the Board or after three (3) years have elapsed since the teacher's return from a previous leave (excluding leaves provided under Article C.23.2). Timelines for leave requests will be outlined each year.
- ii. Teachers who have been granted a year's leave of absence to serve as a faculty or staff member or as a faculty associate at a British Columbia university are eligible for an extension to such leave at the Board's discretion.

e. Leave for Provincial Contract Negotiations: see Article A.8.

6. Pregnancy and Parental Leave – Short Term

a. Short-term Pregnancy Leave

A pregnant teacher shall be granted upon request a leave of absence as provided for in Part 6 of the Employment Standards Act.

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

b. Short-term Parental Leave

A parental leave (inclusive of adoption leave) shall be granted upon request as provided for in Part 6 of the Employment Standards Act.

7. Long Term Pregnancy and Parenthood Leaves

a. Long Term Pregnancy Leave

i. In addition to the maximum period of leave provided for in Article G.20.6.a, long term pregnancy leave without pay commencing with the expiry of pregnancy leave will be granted, on application by the employee no later than four (4) weeks prior to the end of this leave, so that the return to duty will coincide with:

- (1) for a K-12 teacher the resumption of school after the Christmas break or spring break, or in the case of a teacher on leave from a semestered school after the semester break, or with the end of but not later than the current school year.
- (2) For an Adult Education teacher, either the beginning of a school term/program in the current school year or with the end of the current school year.

ii. In addition to the leave granted under (i) above, a further continuing period of long term pregnancy leave without pay will be granted for one (1) or two (2) school years, providing that application in writing to the superintendent of schools is received by March 1st for the continuation of long term pregnancy leave for the following school year. The return to duty will coincide with:

- (1) for a K-12 teacher, the resumption of the school year or Christmas break or in the case of a semestered school after the semester break.
- (2) for an Adult Education teacher, the beginning of a school term/program.

iii. Confirmation in writing of the intent to return to work must be received at least one (1) month prior to the approved return date, except when the return to duty is September 1st of the following school year, then confirmation of intent to return to duty must be received by March 31st.

b. Parenthood Leave

i. Parenthood Leave without pay shall be granted as follows:

(1) for a K-12 teacher, two (2) periods of leave for a maximum of twenty (20) teaching months; for an Adult Education teacher, up to two (2) periods of leave without pay for a maximum of two (2) teaching years. These periods are not required to be taken in consecutive school years.

(2) Application Dates:

Application is required in writing to the superintendent of schools, in all cases prior to October 31st, for parenthood leave to commence January 1st or February 1st, or on March 1st for parenthood leave to commence on September 1st.

An exception to the preceding is the case of a female teacher who requests parenthood leave as an extension of long term pregnancy leave.

(3) return to duty will coincide with the Christmas break, semester or commencement of school year for a K-12 teacher, and with the beginning of a term/program for an Adult Education teacher.

ii. Confirmation in writing of the intent to return to work must be received at least one (1) month prior to the approved return date, except when the return to duty is September 1st of the following school year, then confirmation of intent to return to duty must be received by March 31st.

c. Assignment Upon Return

i. A teacher returning from short-term leave shall be reassigned to the same position held prior to the leave.

ii. Notwithstanding Article G.20.7.c.i, a teacher may apply for another position pursuant to Article E.21 Posting and Filling.

d. Illness – Unable to Return

If at the end of long term pregnancy or parenthood leave, the teacher is unable to return to duty because of ill health, the teacher shall be eligible for sick leave upon submission of a physician's certificate which may be reviewed by the Board's medical officer.

e. Experience Credit

For purposes of Article B.1.15, no salary increment credit will be given for the period(s) of leave granted under Article G.20.7.

f. Benefits

Refer to Article B.11.6.

g. Adoption Leaves

i. In the case of adoption or legal guardianship, all relevant provisions of parental leave for the adoptive parent shall apply. Parenthood leave provisions shall apply to both parents.

ii. Leave without pay may be granted to either parent (or both if both are employees of the Board) for mandatory interviews or traveling time to receive the child.

8. Seniority

For purposes of Article C.2.7.h, leave granted under Articles G.20.6 and G.20.7 shall count towards aggregate length of service with the Board.

9. Review Panel Composition re: Educational Leave (Article F.21.2.a)

a. The Review Panel shall consist of five (5) members:

Two (2) representatives duly delegated by the Board, two (2) representatives duly delegated by the Association, and either the superintendent of schools or a designate. The Board and the Association shall appoint one (1) delegate annually for a two-year term.

b. The chairperson shall be the superintendent of schools, or their delegate, who would cast a vote only in case of a tie.

c. Meetings shall be at the call of the chairperson. Members shall be given at least three (3) days' notice in writing prior to a meeting with an agenda and the nature of the matters to be considered at the meeting.

Any two (2) members of the Review Panel may cause an emergent meeting to be called by submitting in writing to the other members of the Panel, the reasons for such a meeting. Within three (3) calendar days of receiving such submission the chairperson shall call a meeting for the purpose of dealing with the matters described in the submission. This meeting shall be held within ten (10) calendar days of the receipt of the submission.



## **ARTICLE G.21      SICK LEAVE**

The Board shall establish separate sick leave banks for K-12 teachers and Adult Education teachers. Sick leave credits earned by teachers under this clause shall be placed in the relevant sick leave bank and used exclusively to cover absences due to illness from courses or programs in that part of the operation.

Sick Leave shall ensure that the teacher receives full pay while absent from school for reasons of illness, medical disability, or quarantine.

1. A teacher shall accumulate sick days at the rate of 1 1/2 days (1.5) per month to a maximum of fifteen (15) days per year.
2. Any days which the teacher has been absent with full pay for the reasons of illness, medical disability, or quarantine shall be charged against any sick leave accumulated by the teacher.
3. Sick Leave in Continuing Education
  - a. Continuing Education teachers will earn 0.075 sick leave hours for each contract hour worked to a maximum of 75 hours per year.
  - b. Deductions shall be made from accumulated sick leave on the basis of one (1) hour of sick leave for each contract hour of absence.
4. A teacher on sick leave or requesting medical leave may be required to obtain a written statement from a registered medical practitioner or the Board's medical officer indicating an inability to work.
5. Sick leave unused in any school year shall accumulate to the benefit of the teacher's record of sick leave.
6.
  - a. Upon receipt of a full-time continuing appointment to the district, twenty-five (25) days shall be credited to a K-12 teacher's sick leave record or any pro-rated portion thereof.
  - b. Upon receipt of a full-time continuing appointment to the district, one hundred twenty-five (125) hours shall be credited to a Continuing Education teacher's sick leave record or any pro-rated portion thereof.
7. There is no maximum to the number of days of sick leave that may be used in any school year.
8. Each teacher shall receive by September 30 and by January 31 an accounting of accumulated sick leave.

9. Benefits (MSP, Dental, EHB as set out in Article B.11.9 and B.11.10) shall be maintained as a Board expense during sick leave. Premiums will be paid by the Board for ninety (90) days beyond the teacher's sick leave credit entitlement.
10.
  - a. Upon return from leave or re-engagement, a teacher shall receive all unused sick leave credit entitlement unless otherwise provided for in the Agreement. Unused sick leave that was previously ported from SD No. 43 to another district, pursuant to Article G.1, shall not be credited.
  - b. Pursuant to Article G.1, an employee who is re-hired to SD No. 43 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.
11. Compensation received from the WorkSafe BC for a work-related illness or injury shall be paid to the Board and the teacher shall continue to be paid full salary for six (6) months with no charge against the accumulated sick leave. Subsequently, the difference between regular salary and the compensation payment shall be charged against the teacher's sick leave credit until no accumulated sick leave remains, whereupon the Board's responsibility shall cease.
12. Upon cessation of employment, recovery of any sick leave overpayment shall be made by deduction from the teacher's final cheque or as otherwise mutually agreed between the Board and employee.
13. Partial Medical Leave

The intent of this clause is to allow an employee to continue to receive their regular salary while on a reduced contract due to being medically unable to work.

- a. Where the District's medical officer recommends or supports a medical opinion that a full-time employee is medically unable to work full-time and specifies the percentage of time that the employee is capable of working part-time (minimum 20%), the employee's full time assignment may be reduced or, if this is not practical, the employee may be reassigned to another position for the specified FTE for the balance of the school year.
- b. An employee on partial medical leave will continue to earn sick leave credits proportionately to the time that the employee continues to work and will deplete accumulated sick leave credits for the portion of time not worked.

- c. This part-time assignment/medical leave will end on the earlier of:
  - i. expiry of sick pay from accumulated sick leave credits unless the employee is approved by the BCTF Short Term Salary Indemnity Plan for accommodation employment and the District agrees to continue the partial medical leave, or;
  - ii. the employee proves medically unable to meet the requirements of this reduced or changed assignment, or;
  - iii. the end of the current school year.

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

## SIGNATURES

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2025

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Michelle Daycock, Executive Director  
Human Resources  
School District No. 43 (Coquitlam)

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Ken Christensen, President  
Coquitlam Teachers' Association

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

---

Clint Johnston, President  
British Columbia Teachers' Federation

## **SECTION H PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

### **LETTER OF UNDERSTANDING NO. 1**

#### **BETWEEN**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

#### **AND**

**THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

#### **Re: Designation of Provincial and Local Matters**

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

5. Local and provincial ratification processes:
  - a. Agreements on local matters shall be ratified by the local parties subject to verification by the provincial parties that the matters in question are local matters (Appendix 2).
  - b. Agreements on provincial matters shall be ratified by the provincial parties.
6. Effective date of local matters items:
  - a. Agreements ratified by the school district and local union shall be effective upon the ratification of the new Provincial Collective Agreement unless the timelines are altered by mutual agreement of the provincial parties.

Signed this 8<sup>th</sup> day of March, 2013

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

### **Housekeeping – Form Issues**

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

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

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

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

1. Determination of Salary
  1. *Placement on Scale*
  2. *Salary Review*
  3. *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
  4. *Classification of Salary for Letters of Permission*
  5. *New Positions, Reclassification*
  6. *Experience Recognition*
2. Salary Scale
  1. *Category Addition*
  2. *Category Elimination*
3. Payment of Salary
  1. *Increment Dates*
  2. *Withholding*
  3. *Error in Salary – Adjustments*
  4. *Part Month Payments and Deductions including Schedule*
  5. *Pay Periods including payment schedule*
4. Employees' Pay and Benefits including sick leave
  1. *Full time and continuing teachers*
  2. *Part Time and temporary or term teachers*
  3. *Teachers Teaching on Call*
  4. *Summer School and Night School Payment*
  5. *Associated Professionals*
5. Positions of Special Responsibility
6. Teacher in Charge/Acting Administrators (Filling Temporarily Vacant Position)
7. Automobile/Travel Allowance
8. First Aid, First Aid Allowance and Training
9. Special Allowances, i.e., Moving/Relocation, Travel, Isolation, One-Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, Clothing, etc.
10. Establishment and funding of Classroom Supply Fund or Allowance (Compensation for Funds Spent by Teachers on Class)
11. Housing and Housing Assistance
12. No Cuts in Salary and Benefits
13. Payment for Work Beyond Regular Work Year
  1. *Counsellors Working Outside School Calendar*
  2. *Night School Payments*
  3. *Summer School Payments*



4. *Salary – Payment for Additional Days*
5. *Not Regular School Days*
14. Payment of Teacher Regulation Branch and other professional fees
15. Benefits – general information and benefits management committee
16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

### **Section C – Employment Rights**

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

## **Section D – Working Conditions**

1. Teacher Workload
  1. *Class Size*
  2. *Class Composition*
2. Inclusion
  1. *Urgent Intervention Program or similar*
  2. *School Based Team*
3. Professional Teaching Staff Formulas including advisory committees
4. Hours of Work
  1. *Duration of School Day*
  2. *Instructional Time*
  3. *Extended Day; Alternate Calendars e.g. Four Day Week*
5. Preparation Time
6. Regular Work Year for Teachers, School Calendar, Year Round Schools, Staggered Part Day Entries
7. Closure of Schools for Health or Safety Reasons
8. Supervision Duties, Duty Free Lunch Hour, Noon Hour Supervision
9. Availability of Teacher on Call
10. Teacher on Call Working Conditions
11. Mentor/Beginning Teacher Program, Student Teachers, Beginning Teacher Orientation
12. Child Care for Work Beyond Regular Hours, Day Care
13. Home Education, Suspended Students, Hospital/Homebound Teachers
14. Non-traditional Worksites, e.g.
  1. *Distributed Learning*
  2. *Adult Education*
  3. *Storefront Schools*
  4. *Satellite School Programs*
15. Technological Change, Adjustment Plan – Board Introduced Change
16. Hearing and Medical Checks, Medical Examinations, Tests, Screening for TB
17. Teacher Reports on Students, Anecdotal Reports for Elementary Students, Parent Teacher Conference Days

## **Section E – Personnel Practices**

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

1. Sick Leave, Sick Leave Portability, Preauthorized Travel for Medical Services Leave
2. Maternity and Parental Leave and Supplemental Employment Benefits Plan
3. Short Term Paternity Leave and Adoption Leave
4. Jury Duty and Appearances in Legal Proceedings
5. Educational Leave and Leave for Exams
6. Bereavement/Funeral Leave
7. Leave for Family Illness, Care of Dependent Child or Relative, Emergency or Long Term Chronic Leave, Compassionate Care Leave
8. Discretionary Leave, Short Term General Leave and Personal Leave
9. Leave for Elected Office and Leave for Community Services
10. Worker's Compensation Leave

11. Leave of Absence Incentive Plan
12. Religious Holidays
13. Leave to Attend Retirement Seminars
14. Leave for Communicable Disease
15. Leave for Conference Participation
16. Leave for Competitions
17. Leave for Teacher Exchange
18. Secondment and Leave for external employment
19. Leave for University Convocations, Leave for graduation, Exams
20. Leave for Special Circumstances including: Citizenship, Marriage, Weather Leaves
21. Leave for Blood, Tissue and Organ Donations, Leave for Bone Marrow, Cell Separation Program Participation
22. Miscellaneous Leaves with cost

**January 22, 2021 - Provincial Matters**

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

<p style="text-align: center;"><b>Appendix 2</b> <b>LOCAL MATTERS</b></p>
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## **Appendix 2 – Local Matters**

### **Housekeeping – Form Issues**

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

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

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

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

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

## **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

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

### **Section F – Professional Rights**

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

### **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.

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

**Addendum A To  
Letter of Understanding No. 1  
Appendix 1 and 2**

**Unpaid Leave In The Designation Of Provincial and Local Matters**

Unpaid leave shall be designated for local negotiations, except as it relates to those elements of the clause that are provincial including: continuation of benefits, increment entitlement, pension related matters, and posting and filling.

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

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**Addendum B To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Concerning Selection of Administrative Officers**

“Selection of Administrative Officers” shall be designated as a local matter for negotiations in those districts where the Previous Local Matters Agreement contained language which dealt with this issue or its equivalent. For all other districts, “Selection of Administrative Officers” shall be deemed a provincial matter for negotiations.

The issue of Administrative Officers returning to the bargaining unit does not form part of this addendum to appendices 1 and 2.

For the purposes of paragraph one of this addendum, the parties acknowledge that language on the issue of “Selection of Administrative Officers” or its equivalent exists in the Previous Local Agreements for the following districts: Fernie, Nelson, Castlegar, Revelstoke, Vernon, Vancouver, Coquitlam, Nechako, Cowichan, Alberni and Stikine.

The parties further acknowledge that there may be language in other Previous Local Agreements on this same issue. Where that proves to be the case, “Selection of Administrative Officers” or its equivalent shall be deemed a local matter for negotiations.

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



**Addendum C To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Professional Development**

For the purposes of section 7 of part 3 of PELRA the parties agree as follows:

Teacher Assistants:

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

Professional Development:

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

Signed this 23rd day of April 1997.

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**Addendum D To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Re: October 25, 1995 Letter of Understanding (“Unpaid Leave”) – Revised**

1. The parties agree that “unpaid leave” for the purposes of the Letter of Understanding signed between the parties on October 25, 1995 means an unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement on designation of the split of issues.
2. Unpaid leave as described in (1) above shall be designated for local negotiations except for provincial considerations in the article including: continuation of benefits, increment entitlement and matters related to pensions and posting and filling.

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

**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Agreed Understanding of the Term Teacher Teaching on Call**

For the purposes of this Collective Agreement, the term Teacher Teaching on Call (TTOC) has the same meaning as Teacher on Call/Employee on Call (TOC/EOC) as found in the 2006-2011 Collective Agreement/Working Documents and is not intended to create any enhanced benefits.

The parties will set up a housekeeping committee to identify the terms in the Collective Agreement/working documents that will be replaced by Teacher Teaching on Call (TTOC).

Signed this 25<sup>th</sup> day of June, 2012

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

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

**BETWEEN:**

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

**AND**

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

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

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

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**Does not apply in School District No. 43 (Coquitlam)**

**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. 43 (Coquitlam)

## **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 employeesin applications to the Office of the Human Rights Commissioner.
3. The parties' support for special program applications is not limited to positions funded by targeted Indigenous Education Funding.
4. The provincial parties will jointly develop communications and training which will support the application for and implementation of special programs in districts. As part of the communications and training initiative, the parties will develop an Implementation Guide to be shared with boards of education and local teachers' unions.
5. The provincial parties will meet to initiate this work within three (3) months of ratification of this agreement (or other time period as mutually agreed to) with the goal of completing the Implementation Guide and a plan for communications and training within one (1) year.

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

## **LETTER OF UNDERSTANDING No. 5**

### **BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Teacher Supply and Demand Initiatives**

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

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

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

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

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

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

The committee will review:

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

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

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

**Schedule A to Provincial Letter of Understanding No. 5 Re: Teacher Supply and Demand Initiatives [Does not apply in School District No. 43 (Coquitlam)]**

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

School Name	Town/Community
<b>05 - Southeast Kootenay (<i>only part of district approved</i>)</b>	
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
<b>06 - Rocky Mountain (<i>entire district approved</i>)</b>	
<b>08 - Kootenay Lake (<i>entire district approved</i>)</b>	
<b>10- Arrow Lake (<i>entire district approved</i>)</b>	
<b>20 - Kootenay Columbia (<i>entire district approved</i>)</b>	
<b>27 - Cariboo Chilcotin (<i>only part of district approved</i>)</b>	
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
<b>28 - Quesnel (<i>only part of district approved</i>)</b>	
Narcosli Elem	Narcosli
Red Bluff Elem	
Nazko Valley Elem	Nazko



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

**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
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## **LETTER OF UNDERSTANDING No. 6**

### **BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
  - Both K – 12 and adult education seniority are contained on a single list in both districts.
  - Normal rules of porting apply.
  - No more than 1 year of seniority can be credited and ported for any single school year.
  - Maximum of 20 years can be ported.
2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
  - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
  - Both lists remain separate when porting.
  - Up to 20 years of K – 12 and up to 20 years of adult education can be ported to the corresponding lists.
  - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.

- For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K - 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.
3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
- A combined total of up to 20 years of seniority can be ported.
  - No more than 1 year of seniority can be credited for any single school year.
4. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
- Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
  - No seniority could be ported to the other seniority list.
  - For example, teacher A in District A currently has 24 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

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

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

## **LETTER OF UNDERSTANDING No. 7**

### **BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

#### **Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts**

The following letter of understanding is meant to clarify the application of Article C.2.2 and G.1 of the provincial Collective Agreement with respect to the situation where a teacher simultaneously holds part-time continuing appointments in two (2) separate school districts, i.e., currently holds a part-time continuing appointment in one (1) district and then subsequently obtains a second part-time continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 and G.1 shall apply:

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates their employment from the porting district or receives a full leave of absence from the porting district.
2. The requirement for the teacher to initiate the sick leave verification process (90 days\* from the initial date of hire) and the seniority verification process (within 90 days\* of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.

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

3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports), for the purpose of porting, the teacher will be limited to a maximum of 1 years seniority for each year.
4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.

5. Consistent with Irene Holden’s previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

#### Example 1

Part-time employee in district A has 5 years of seniority. On September 1, 2007 they also obtain a part-time assignment in district B. On June 30, 2008, the employee resigns from district A. The employee will have 90 days from June 30, 2008 to initiate the seniority and/or sick leave verification processes and forward the necessary verification forms to the previous school district for the porting of seniority and/or sick leave. No seniority and/or sick leave can be ported to district B until the employee has resigned or terminated their employment in district A. Once ported, the teacher’s seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

#### Example 2

Part-time employee in district A has 5 years of seniority. On September 1, 2007 they also obtain a part-time assignment in district B. On September 1, 2008, the employee receives a leave of absence from district A for their full assignment in district A. The employee will have 90 days from September 1, 2008 to initiate the seniority and/or sick leave verification process and forward the necessary verification forms to the previous school district for the porting of seniority. The Irene Holden award dated June 7, 2007 will then apply. No seniority can be ported to district B until the employee’s leave of absence is effective. Once ported, the teacher’s seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

The porting of seniority and sick leave only applies to seniority and sick leave accrued with the provincial BCTF bargaining unit. The porting of seniority and sick leave is not applicable to seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

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

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

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

## **LETTER OF UNDERSTANDING No. 8**

### **BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

#### **Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List**

The following letter of understanding is meant to clarify the application of Article C.2.2 of the provincial Collective Agreement with respect to the situation where a laid off teacher on recall in district A obtains a continuing appointment in district B, i.e., while holding recall rights in one (1) district obtains a continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 shall apply:

1. Laid off teacher holding recall rights in one school district may port up to twenty (20) years of seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in their previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.
5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.
6. Consistent with Irene Holden's previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to undo any

previous staffing decision with the understanding that anomalies could be discussed between the parties.

7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

#### Example 1

A Teacher has 3 years of seniority in district “A” has been laid off with recall rights. While still holding recall rights in district “A”, the teacher secures a continuing appointment in district “B”. Once ported, this teacher would have 3 years seniority in district “B”, 3 years of seniority in district “A” for recall purposes only and 0 years of seniority in district “A” for any other purposes. This teacher after working 1 year in district “B” accepts recall to a continuing appointment in district “A”. Only 3 years of seniority would be ported back to district “A” and for record keeping purposes, the teacher’s seniority record in district “B” would be reduced from 4 years down to 1 year.

#### Example 2

A Teacher has 3 years of seniority in district ‘A” has been laid off with recall rights. While still holding recall rights in district “A”, the teacher secures a continuing appointment in district “B”. Once ported, this teacher would have 3 years seniority in district “B”, 3 years of seniority in district “A” for recall purposes only and 0 years of seniority in district “A” for any other purposes. After working 2 years in school district “B” this teacher’s recall rights in school district “A” are lost. No further seniority can be ported from district “A” to district “B” and for record keeping purposes, the teacher’s seniority record in district “A” would be zero for all purposes.

Original signed March 26, 2020

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



## **LETTER OF UNDERSTANDING No. 9**

### **BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Provincial Extended Health Benefit Plan**

1. The Provincial Extended Health Benefit Plan as provided for under Article B.11.1 is as set out in Appendix A to this Letter of Understanding.
2. The Provincial Extended Health Benefit Plan may only be amended or altered by agreement of BCPSEA and the BCTF.
3. The carrier/insurer for the Provincial Extended Health Benefit Plan may only be changed with prior consultation between BCPSEA and the BCTF.

The consultation process will be consistent with the 2012 process. In the event of a dispute in the selection/change of the carrier/insurer, the matter shall be referred to Mark Brown, or an agreed-upon alternative, to be dealt with on an expedited basis.

This provision covers any district or local that is part of the Provincial Extended Health Benefit Plan.

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.

7. As of September 1, 2022, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
  - a. Vancouver Teachers' Federation [VSTA, VEAES]<sup>1</sup> / SD No. 39 (Vancouver)
  - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
8. The local unions representing all members in the school districts in paragraphs 7.a and 7.b may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the Collective Agreement.

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

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

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

**Appendix A to Letter of Understanding No. 9**

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

<b>Medical Services and Supplies continued</b>	
Hearing aids	\$3,500 per 48 months
Orthopedic shoes	\$500 per year
Orthotics	\$500 per year
<b>Vision Care</b>	
Maximum	\$550 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
<b>Paramedical Services</b>	
Naturopath	\$900 per year
Chiropractor	\$900 per year; effective January 1, 2023: \$1,000
Massage therapist	\$900 per year; effective January 1, 2023: \$1,000
Physiotherapist	\$900 per year; effective January 1, 2023: \$1,000
Counselling Services	\$900 per year; effective January 1, 2023: \$1,200
Speech therapist	\$800 per year
Acupuncturist	\$900 per year; effective January 1, 2023: \$1,000
Podiatrist/Chiropodist	\$800 per year

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

**THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

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

Not applicable in School District No. 43 (Coquitlam).

**LETTER OF UNDERSTANDING NO. 11**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experience earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.

6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.
7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Article C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).
8. Once transferred, the previous local Collective Agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than June 30<sup>th</sup> of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30<sup>th</sup> of the preceding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than November 15<sup>th</sup> of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15<sup>th</sup> of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date signed below.

Example:

1. On June 1, 2015, Teacher A provides written notice to the district that they would like to transfer their Article C.4 TTOC experience that they will have accrued up until June 30, 2015 (in terms of closest equivalent month) to their temporary/continuing previous local agreement increment experience bank.
2. On June 30, 2015, Teacher A has 70 TTOC days of experience accrued under Article C.4.
3. On August 31, 2015, 4 months of experience would be transferred to their experience bank under the applicable previous local Collective Agreement increment language for continuing and/or temporary employees and 2 days of TTOC experience would remain in their TTOC bank under Article C.4. (70 divided by 17 = 4 whole months, with 2 days remaining)

4. Effective August 31, 2015, the previous local Collective Agreement increment language for temporary/continuing employees would then apply to the 4 months of experience that was transferred.

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

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



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

**Re: August 31<sup>st</sup> transfers for TTOC experience accrued up to and including June 30<sup>th</sup>**

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

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

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

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

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

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

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

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

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

This constitutes my written notice under LOU No. 11 of the Collective Agreement that I, \_\_\_\_\_ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including November 15, \_\_\_\_\_) to that of the applicable previous local Collective Agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective December 31, \_\_\_\_\_.

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

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

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

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

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

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

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

**AND WHEREAS** this Letter of Understanding has been negotiated pursuant to the Letter of Understanding No. 17 fully and finally resolves all matters related to the implementation of the Supreme Court of Canada's Decision. As such, the Parties acknowledge that the re-opener process set out in Letter of Understanding No. 17 has been completed.

**THEREFORE THE PARTIES AGREE THAT:**

**I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING**

**Shared Commitment to Equitable Access to Learning**

1. All students are entitled to equitable access to learning, achievement and the pursuit of excellence in all aspects of their education. The Parties are committed to providing all students with special needs with an inclusive learning environment which provides an opportunity for meaningful participation and the promotion of interaction with

others. The implementation of this Letter of Understanding shall not result in any student being denied access to a school educational program, course, or inclusive learning environment unless the decision is based on an assessment of the student's individual needs and abilities.

#### Schedule "A" of All Restored Collective Agreement Provisions

2. The Parties have developed a Schedule of BCPSEA-BCTF Collective Agreement provisions that were deleted by the *Public Education Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* ("the restored Collective Agreement provisions") that will be implemented pursuant to this Letter of Understanding. This Schedule is attached to this Letter of Understanding as Schedule "A".

#### Agreement to be Implemented

3. School staffing will be subject to the terms and this Letter of Understanding, comply with the restored Collective Agreement provisions that are set out in Schedule "A".

### **II. NON-ENROLLING TEACHER STAFFING RATIOS**

4. All language pertaining to learning specialists shall be implemented as follows:
  - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
    - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
    - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
    - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;
    - iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
    - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
  - B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations

under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).

- C. Where a local Collective Agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local Collective Agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).
- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2022-2025 BCPSEA – BCTF provincial Collective Agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

### **III. PROCESS AND ANCILLARY LANGUAGE**

- 5. Where the local parties agree they prefer to follow a process that is different than what is set out in the applicable local Collective Agreement process and ancillary provisions, they may request that the Parties enter into discussions to amend those provisions. Upon agreement of the Parties, the amended provisions would replace the process and ancillary provisions for the respective School District and local union. (Provisions to be identified in Schedule “A” to the Letter of Understanding).

### **IV. CLASS SIZE AND COMPOSITION**

#### **PART 1: CLASS SIZE PROVISIONS**

- 6. The BCPSEA – BCTF Collective Agreement provisions regarding class size that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented as set out below:

#### ***Class Size Provisions: K - 3***

The size of primary classes shall be limited as follows:

- A. Kindergarten classes shall not exceed 20 students;
  - B. Grade 1 classes shall not exceed 22 students;
  - C. Grade 2 classes shall not exceed 22 students;
  - D. Grade 3 classes shall not exceed 22 students.
- 7. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.
  - 8. Where there is a combined primary/intermediate class, an average of the maximum class size of the lowest involved primary grade and the maximum class size of the lowest involved intermediate grade will apply.

*K-3 Superior Provisions to Apply*

- 9. For primary and combined primary/intermediate classes where the restored Collective Agreement provisions provide for superior class size provisions beyond those listed in paragraphs 6 through 8 above, the superior provisions shall apply. [Provisions to be identified in Schedule “A” to this Letter of Understanding].

*Class Size Language: 4-12*

- 10. The BCPSEA-BCTF Collective Agreement provisions regarding Grade 4–12 class size that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented.

**PART II – CLASS COMPOSITION PROVISIONS**

*Implementation of Class Composition Language*

- 11. The BCPSEA-BCTF Collective Agreement provisions regarding class composition that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented. The Parties agree that the implementation of this language shall not result in a student being denied access to a school, educational program, course, or inclusive learning environment unless this decision is based on an assessment of the student’s individual needs and abilities.
- 12. The parties agree that the August 28, 2019 Jackson Arbitration on *Special Education Designations* is binding on the parties and that Arbitrator Jackson maintains jurisdiction on the implementation of the award.

### **PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES**

#### **Efforts to Achieve Compliance: Provincial Approach**

13. The Parties agree that paragraphs 14-16 of this agreement establish a provincial approach regarding the efforts that must be made to comply with the class size and composition provisions set out in Schedule “A” to this agreement and the remedies that are available where non-compliance occurs. This provincial approach applies to all School Districts and replaces all restored Collective Agreement provisions related to compliance and remedies for class size and composition. For clarity, the restored Collective Agreement compliance and remedy provisions that are replaced by this provincial approach are identified in Schedule “A” to this Letter of Understanding. The Parties commit to reviewing this provincial approach in the 2022 round of negotiations.

#### **Best Efforts to Be Made to Achieve Compliance**

14. School Districts will make best efforts to achieve full compliance with the Collective Agreement provisions regarding class size and composition. Best efforts shall include:

- A. Re-examining existing school boundaries;
- B. Re-examining the utilization of existing space within a school or across schools that are proximate to one another;
- C. Utilizing temporary classrooms;
- D. Reorganizing the existing classes within the school to meet any class composition language, where doing so will not result in a reduction in a maximum class size by more than:
  - five students in grades K-3;
  - four students for secondary shop or lab classes where the local class size limits are below 30, and;
  - six students in all other grades.

These class size reductions shall not preclude a Superintendent from approving a smaller class.

Note: For the following School Districts, class sizes for K-1 split classes will not be reduced below 14 students:

- School District 10 (Arrow Lakes)
- School District 35 (Langley)

- School District 49 (Central Coast)
  - School District 67 (Okanagan-Skaha)
  - School District 74 (Gold Trail)
  - School District 82 (Coast Mountain)
  - School District 85 (Vancouver Island North)
- E. Renegotiating the terms of existing lease or rental contracts that restrict the School District's ability to fully comply with the restored Collective Agreement provisions regarding class size and composition;
- F. Completing the post-and-fill process for all vacant positions.

#### Non-Compliance

15. Notwithstanding paragraph 14, the Parties recognize that non-compliance with class size and composition language may occur. Possible reasons for non-compliance include, but are not limited to:

- compelling family issues;
- sibling attendance at the same school;
- the age of the affected student(s);
- distance to be travelled and/or available transportation;
- safety of the student(s);
- the needs and abilities of individual student(s);
- accessibility to special programs and services;
- anticipated student attrition;
- time of year;
- physical space limitations;
- teacher recruitment challenges.

#### Remedies for Non-Compliance

16. Where a School District has, as per paragraph 14 above, made best efforts to achieve full compliance with the restored Collective Agreement provisions regarding class size and composition, but has not been able to do so:

- A. For classes that start in September, the District will not be required to make further changes to the composition of classes or the organization of the school after September 30 of the applicable school year. It is recognized that existing



“flex factor” language that is set out in the restored Collective Agreement provisions will continue to apply for the duration of the class.

For classes that start after September, the District will not be required to make further changes to the composition of classes or the organization of schools after 21 calendar days from the start of the class. It is recognized that existing “flex factor” language that is set out in the restored Collective Agreement provisions will continue to apply for the duration of the class.

- B. Teachers of classes that do not comply with the restored class size and composition provisions will become eligible to receive a monthly remedy for non-compliance effective October 1<sup>st</sup> (or 22 calendar days from the start of the class) as follows:

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

V = the value of the additional compensation;

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

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

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

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

- C. Once the value of the remedy has been calculated, the teacher will determine which of the following remedies will be awarded:
- i) Additional preparation time for the affected teacher;
  - ii) Additional non-enrolling staffing added to the school specifically to work with the affected teacher’s class;
  - iii) Additional enrolling staffing to co-teach with the affected teacher;
  - iv) Other remedies that the local parties agree would be appropriate.

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

Dated this 26<sup>th</sup> day of March 2020.

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

**LETTER OF UNDERSTANDING NO. 13**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

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

The committee will:

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

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

**LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

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

**AND THE**

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

**Re: Cultural Leave for Aboriginal Employees**

Employees in School Districts No. 61 (Greater Victoria), No. 64 (Gulf Islands), No. 85 (Vancouver Island North), No. 92 (Nisga'a), and No. 93 (Conseil Scolaire Francophone de la Colombie-Britannique) who have leaves in excess of those provided for in G. 11 *Cultural Leave of Aboriginal Employees* shall maintain those leaves.

For clarification, the new leave provisions of Article G.11 are not in addition to the current provisions contained in local Collective Agreements.

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

## **LETTER OF UNDERSTANDING NO. 15**

### **BETWEEN**

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

### **AND THE**

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

#### **Re: Structural Review Committees**

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

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

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

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

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

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

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

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

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

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

**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Benefits Improvements**

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

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

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

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

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



## LETTER OF UNDERSTANDING NO. 17

### BETWEEN

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

### AND THE

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

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

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

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

The parties therefore agree that:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, to make application to the Office of the Human Rights Commissioner (under section 42 of the *Human Rights Code*) to obtain approval for a "special program" that would serve to attract and retain employees from groups who face disadvantage.
2. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the group(s) the special program is intended to attract and retain.
3. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the position(s) to which the special program application should apply. The parties recognize that a special program application may be in relation to a specific position or program, or an overall hiring objective.
4. They will encourage and assist boards of education and local teachers' unions to include in applications to the Office of the Human Rights Commissioner a request to grant:
  - a. priority hiring rights to applicants from groups who face disadvantage; and
  - b. priority in the post and fill process for employees from groups who face disadvantage.

5. In conjunction with LOU No. 4, the provincial parties will jointly:
  - a. develop communications and training which will support the application for and implementation of special programs in districts; and
  - b. develop an Implementation Guide to share with boards of education and local teachers' unions.

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

## **SECTION I        APPENDICES**

### **APPENDIX A**

#### **Group Life Insurance (Ref. Article B.11.7)**

1.     Cost-Sharing

Group life coverage will be on a cost-sharing basis of sixty (60%) Board and forty percent (40%) teacher (both K-12 and Adult Education). The Board shall administer the Group Life Insurance Plan and will call public tenders and select the insurance carrier.

2.     Eligibility

Once the class of eligibility has been determined a teacher may elect either A or B of this class of insurance as shown under the Schedule of Insurance.

a.     "Employee"

The term "employee" shall include persons in the following categories:

- A.     Teaching staff, appointed by resolution of the Board,
- or
- B.     Senior non-union employees of the Board.

- b.     Each person within the following classes on the date of issue of the policy became eligible for the insurance afforded by the policy. Each person who subsequently enters an eligible class shall become eligible for the insurance upon the date they have been within such class after a qualifying period of one (1) month.

c.     Classes of Persons Eligible:

The following classes of persons are eligible for insurance:

(See Schedule of Insurance Coverage for coverage.)

- Class 1.       Employees with no dependents,
- or
- Class 2.

- i.     Married employees;
- ii.    Employees with dependents where such dependents are claimed for income tax exemption on form TD1 as filed with the Board;
- or

- iii. Employees who make payments to a former spouse by order of a court or under a legal separation agreement for alimony or maintenance. In such cases the employee shall file with the Board a copy of the court order or legal separation agreement. The beneficiary under the policy shall be the person (persons) named in the court order or the separation agreement.

### 3. Late Application

#### a. Teachers on Continuing Contracts

Teachers on continuing contracts who become eligible for insurance under Class 2 of this group, and do not apply for insurance under Class 2 within thirty-one (31) days of becoming eligible, may be insured under the Basic or Optional Coverage Schedule for Class 2 only upon submission of evidence of insurability satisfactory to the Company, and the insurance will become effective on the date of approval of the evidence.

- b. A person who married during the months of July or August and does not apply for insurance under Class 2 within thirty-one (31) days of September 1st, may be insured under the Basic or Optional Coverage Schedule for Class 2 only upon submission of evidence of insurability satisfactory to the company and the insurance will become effective on the date of approval of the evidence.

#### c. Teachers on Temporary Contracts

Teachers on temporary contracts who do not join the Plan when first eligible, may not join the Plan on subsequent assignments unless they receive an assignment for four (4) months or more.

### 4. Transfer of Coverage — Class 2

Upon being eligible for coverage in Class 2, an employee may elect to apply for either the basic or optional coverage.

### 5. Loss of Dependent — Class 2

On the date a person insured under Class 2 ceases to have dependents as defined under Class 2, the person will have the option of remaining in Class 2 or transferring to Class 1.

### 6. Insurability — Dates

#### a. Effective Date

Each person who desires to become insured must file with the Board a written application and authorization to make payroll deductions for the amount they must contribute toward the payment of premium. The person who has done so

shall become insured on:

- i. the date they becomes eligible, if the Board receives such application and authorization on or before that date; or
- ii. the date the Board receives such application and authorization, if received within thirty-one (31) days after the date the person becomes eligible; or
- iii. the date the insurance company determines evidence of insurability to be satisfactory, such evidence to be furnished by and at the expense of any eligible person who requests insurance more than thirty-one (31) days after the date they becomes eligible, or who requests reinstatement of their insurance after it has become discontinued because of their failure to make any agreed contributions when due; or
- iv. the date the insurance company determines evidence of insurability to be satisfactory, such evidence to be furnished by an eligible person who had previously elected to apply for the basic insurance hereunder and who now requests to apply for the optional insurance.
- v. If an eligible person is absent from work for any reason when they would otherwise become insured, such eligible person shall become insured upon the date of their return to work.

b. Individual Termination Date

The insurance of any Insured Person shall terminate:

- i. upon cessation of active work by lay-off, leave of absence, resignation, dismissal, pension or retirement, except that where an insured person ceases to be eligible for insurance because of temporary lay-off or leave of absence, the insurance may be continued for a period of one year or such period of time as leave is permitted under the Board agreement with the Coquitlam Teachers' Association if premiums are paid by the policy holder;
- ii. upon attaining age sixty-five (65);whichever shall first occur.

7. Schedule of Insurance Coverage

a. Amount of Insurance

The amount of insurance for an Insured Person shall be in accordance with the Insured Person's classification in this Schedule of Insurance:

Schedule of Insurance

## Class Life Insurance

- i. (1) \$9,000
- (2) 2 1/2 times the Category 5 minimum salary stated in the Teachers' salary scale, such amount of insurance being rounded to the nearest \$1,000 if not already a multiple thereof.
- ii. (1) 2 1/2 times the Category 5 minimum salary stated in the Teachers' salary scale, such amount of insurance being rounded to the nearest \$1,000 if not already a multiple thereof,

or

### b. Optional Coverage:

Age	Amount of Insurance
Under age 35	400% of annual salary
35 or higher but under 41	375% of annual salary
41 or higher but under 46	350% of annual salary
46 or higher but under 51	325% of annual salary
51 or higher but under 56	300% of annual salary
56 or higher but under 61	250% of annual salary
61 or higher but under 65	200% of annual salary

All amounts of insurance will be rounded to the nearest \$1,000 if the amount is not already a multiple thereof.

## 8. Coverage Determination

### a. Coverage Determination

Coverage shall be placed on the basis of proven certification and experience on January 1st each year, or where the employee is not on staff at January 1st, on the date that the employee commences employment.

- b. The maximum amount of insurance on an employee shall be six hundred percent (600%) of the Category 5 minimum of the teachers' salary scale.

## 9. Annual Changes in Coverage

- a. Adjustments in insurance coverage which result from age or salary changes in the previous calendar year or at January 1st of the current year shall be made effective February 1st each year.

- b. Should the insurance of an employee change due to a change in classification or salary, the change will not be effective until the first day, following the date of change that the teacher is at work.
- c. If an insured person included for Optional Coverage has a reduction in earnings then the amount of insurance does not reduce below Basic Coverage.

10. Taxable Portion of Premium

Subject to the approval of the Department of National Revenue, any premium contributed by an employee toward the total premium payable under this policy for insurance on the life of such employee shall be deemed by the employer to be applied first to the premium for the amount of their insurance (if any) in excess of \$25,000.00 and the balance (if any) of the employee's premium shall be deemed by the employer to be applied to the first \$25,000.00 of their insurance.

## **APPENDIX B**

### **Group Disability Salary Continuance Plan (B.11.12)**

1. The CTA proposes that the terms outlined in the January 12th, 1995 letter from Peter Boyle, and the subsequent letter from Peter Boyle to Jamie Ross in July 1995, service as the ongoing agreement between the parties in regard to Appendix B, Article B3.8 Group Disability Salary Continuance Plan.

2. Review of Eligibility

The Review Panel shall review semi-annually in September and February of each year each individual situation where a teacher is receiving long-term disability payment from the Sick Leave Trust Account.

The Review Panel may request a teacher to undergo a medical examination by a medical doctor designated each year in January jointly by the Board and the CTA executive. Any portion of the fee for this examination not paid for by the medical carrier, shall be charged to the trust account. The medical doctor shall advise the Review Panel on evidence of continuing disability, illness, mental illness and/or nervous disorder of the teacher. The teacher may provide any additional medical evidence to the Review Panel.

After making this review, the Review Panel shall have authority to revise or discontinue payments from the Sick Leave Trust Fund.

- a. The Board shall make contributions to the Trust Account monthly in each month except July and August. Board contributions will be 7/40ths of one percent (1%) of the gross salary paid to each teacher participating in the fund. The Review Panel may suspend contributions by the Board if at any time the panel feels the fund is large enough to make all benefit payments without receiving contributions from the Board and the teachers.
- b. The assets of the Sick Leave Trust Account shall be reviewed annually in January of each year and in the event that the parties agree that it is necessary to reduce the benefits paid from the Fund so as to keep the Fund solvent, the benefits shall be correspondingly reduced. Such reduction shall not apply to those already in receipt of benefits.
- c. If, in the opinion of the Review Panel, there are sufficient monies in the trust account to finance benefits without teachers making a contribution, the Review Panel may reduce or suspend teacher contributions. If contributions are suspended by the Review Panel they may be re-instituted by the Review Panel up to 7/40ths of one percent (1%) of the gross salary.



- d. The Coquitlam Teachers' Association will not request the Board to make contributions to any other similar group disability salary continuance plan while the Board is making a contribution to this plan.
- e. Payments out of the fund shall be made to School District No. 43 (Coquitlam) payroll account only.
- f. For the purpose of this Agreement, gross salary shall mean the salary as called to be paid in the salary agreement between the Association and the Board.

### 3. Definition of Disability/Illness

- a. To qualify for benefits, a member must be suffering from a severe physical or mental disability so prolonged that they are unable to perform the duties of any substantially gainful employment for which they might be qualified by reason of education, training or experience.
- b. During a period of total disability, a member must be under the continuous care and attendance of a legally qualified physician of medicine. Where the disability is a psychotic disorder, the member must be under the continuous and personal care of a legally qualified psychiatrist.
- c. For the purpose of the plan, "illness" means either an organic disease or a mental or nervous disorder. A "mental or nervous disorder" means a psycho-neurotic or behavioural disorder (which includes anxiety reaction, hysteria, and phobic reaction) and psychotic disorders (which include schizophrenic disorders, dementia, praecox, manic depressive reactions, involutional melancholia, paranoia, senile psychosis, psychosis with cerebral arteriosclerosis, Korsakov's psychosis or other correspondingly serious psychosis).

### 4. Rehabilitative Employment

- a. A member who has established a claim under the plan and is in receipt of benefits may engage in remunerative employment, undertaken as rehabilitative employment, that has been recommended by a physician and approved by the Review Panel.
- b. The member shall continue to receive benefits from the plan but the benefit shall be reduced by an amount equal to fifty percent (50%) of the amount earned in employment.
- c. Any of the following may be eligible for consideration as rehabilitative employment:
  - i. a return to regular employment on a part-time basis;
  - ii. any gainful occupation that is of a less demanding nature than teaching;

- iii. a formal vocational training program.
  - d. The member is responsible for reporting involvement in approved rehabilitative employment in the manner established by the Review Panel.
  - e. The maximum period for which rehabilitative employment may be approved is twenty-four (24) months.
5. Payments and Benefits
- a. Payments shall be made each month, excluding the months of July and August, at the rate of sixty (60%) of gross salary plus the cost of premiums for group life insurance, the medical services plan, the plan of extended health benefits and the dental plan for a maximum period of time to the end of the school year in which the teacher becomes sixty-five (65) years of age.
  - b. The gross salary of the teacher shall be at the rate paid on the last day worked. (In the event that a teacher receives pay for unused sick leave granted under the School Act, calculation shall be made at the rate paid on the last day on which such sick leave pay is granted.) An annual cost of living adjustment shall be made on the basis of any changes in the Consumer Price Index published by Statistics Canada for the City of Vancouver. The gross salary shall be revised annually in January of each year by fifty percent (50%) of the percentage change in the Vancouver City Consumer Price Index from November in the preceding school year to November in the current school year.
  - c. Payments made for disability/illness are to be made effective on the day following the expiration of BCTF Salary Indemnity Fund benefits (normally the 186th teaching day following the day that the teacher's full sick credit is used up).
6. Payment—W.C.B.
- a. Payments for compensable accidents under the Workers' Compensation Act shall be paid from the Group Disability Salary Continuance Plan fund and shall equal full salary less any tax credit which will result from receiving (a) Workers' Compensation Board payments, and (b) payments from the Group Disability Salary Continuance Plan fund. Payments for compensable accidents under the Workers' Compensation Act shall be effective from the day following the date of the compensable accident.
  - b. All salary reimbursement cheques and/or payments made to, or on behalf of, the teacher receiving benefits under this Plan by the Workers' Compensation Board, shall be endorsed and deposited to the credit of the Sick Leave Trust bank account.

7. Canada Pension Plan Application Required

Teachers drawing benefits from this Group Disability Salary Continuance Plan shall be required to apply for Canada Pension Plan benefits and to authorize Canada Pension Plan authorities to supply information to the Board regarding benefits payable. Payments from the Group Disability Salary Continuance Plan shall be reduced by the amount received from the Canada Pension Plan excluding amounts paid on behalf of dependents. Payments shall also be reduced by any increase in military service pensions received by a teacher after the date that a teacher begins to receive benefits under the plan.

8. Duration of Benefits

Benefits shall continue as long as a member remains disabled in accordance with the terms of the definition of disability, and shall cease on the date the member recovers, or dies, or reaches the end of the school year in which they attain age sixty-five (65), or reaches the limit of payment prescribed under Benefit Limits. If death occurs on other than the last day of the month the Benefit payment will be pro-rated.

9. Benefit Limits

In case of mental or nervous disorders that are psycho-neurotic in nature, benefits shall be paid for a maximum period of twenty-four (24) months.

10. Salary or Wages from another Employer

To receive benefits from the Plan under this clause, teachers shall be required to deposit to the credit of the Sick Leave Trust Account any salary or wages received from any other employer while they are in receipt of benefits from the fund.

11. Benefits Received from another Source

a. Definition of Reimbursement

The word "reimbursement" shall mean and include, but not so as to exclude the generality thereof, any payment by way of court judgment for general or special damages or monies received for such damages from any out-of-court settlement between a teacher and a third party or parties, or from the insurer for a third party or parties, or from any insurer under any policy or policies of insurance.

b. Repayments

In the event that a teacher shall receive payment at any time under Section 125(2) of the 1987 School Act or under the Board's Group Disability Salary Continuance Plan for illness or injury causing absence from work, and in the further event that the teacher has also received reimbursement as heretofore defined for such illness

or injury, the teacher shall forthwith repay to the Board for credit to the Board or the Group Disability Salary Continuance Plan all amounts received as such reimbursement up to the amount which has been received by the teacher for such illness or injury under Section 125(2) or under the Group Disability Salary Continuance Plan.

12. Failure to Disclose

Should a teacher fail to disclose to the Board information about reimbursement received as aforesaid, such failure shall be good and sufficient cause for the Board immediately to discontinue payment of any further benefits to such teacher and to take action for the recovery of benefits already paid by the Board to such member.

13. Leaving Service of Board

Teachers leaving employment of the Board forfeit any right to payment out of the fund as a refund of contribution and/or as a sick-compensation benefit.

## **APPENDIX C**

### **PART 6**

#### **Employment Standards Act**

**Provisions of the Employment Standards Act apply to Pregnancy Leave,  
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