

WORKING DOCUMENT -- SCHOOL DISTRICT 75

PROVINCIAL COLLECTIVE AGREEMENT

-BETWEEN-

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

**As bargaining agent for all the school boards and
authorities established under the School Act**

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

On behalf of:

**All employees included in the bargaining unit established under
the Public Education Labour Relations Act ("PELRA")**

Effective July 1, 2022 to June 30, 2025

AS IT APPLIES IN S.D. #75 (MISSION)

Between

**The Board of Education in School District No. 75 (Mission)
(The "Employer")**

And

**The Mission Teachers' Union
(The "Local")**

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.
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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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SECTION A: THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1: TERM, CONTINUATION AND RENEGOTIATION

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

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

ARTICLE A.2: RECOGNITION OF THE UNION

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

ARTICLE A.3: MEMBERSHIP REQUIREMENT

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

ARTICLE A.4: LOCAL AND BCTF DUES DEDUCTION

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.

3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

ARTICLE A.5: COMMITTEE MEMBERSHIP

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

ARTICLE A.6: GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a Provincial Matters Grievance, as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a Provincial Matters Grievance. The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:
 - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a Provincial Matters Grievance that has been referred to arbitration.
 - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
 - iii. Each party shall determine who shall attend the meeting on its behalf.

8. Arbitration (Conduct of)

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.

- d. Authority of the Arbitrator:
 - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
 - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
 - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. **General**

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

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.

****Local Language****

3. Expedited Arbitration

Only grievances resulting from Article E.21 (Posting Vacant Positions), Article E.22 (Filling Vacant Positions), and Article E.24 (Board-Initiated Transfers) may be referred to Expedited Arbitration by the party initiating the grievance. (In accordance with Article A.6.7)

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.21: PRESIDENT'S LEAVE

The Board hereby agrees to release the president of the Union from teaching duties for the full-time. The Board will continue to pay the president their salary and to provide benefits as specified in the Agreement. The Union will reimburse the Board for such salary and benefit costs upon receipt of a monthly statement. For purposes of pension, experience, sick leave and seniority, the president shall be deemed to be in the full employ of the Board. The president shall inform the Board of the number of days or partial days, if any, that they were absent from presidential duties due to illness. Such days or partial days shall be deducted from the president's accumulated sick leave credits. The teacher returning to full teaching duties from a term or terms as president shall be assigned to the position held prior to the release, or if that position no longer exists, to a position mutually agreed between the teacher and the Board.

ARTICLE A.22: LEAVE FOR UNION BUSINESS

1. An employee covered by this agreement who is a member of the Executive Committee, Representative Assembly, a committee or task force of either the local, the BCTF, the CTF, the BCTC Council or appointed an official representative or delegate of the local or the BCTF, or who is a Union staff representative, shall be entitled to release time without loss of pay from instructional duties to carry out the duties involved. Such release from duties shall be granted without loss of pay and shall be granted subject only to the Board being reimbursed for the cost of the Teacher Teaching on Call.

2. In the event that an employee covered by this agreement is elected to a full-time position as an officer of the BCTF, or is appointed on a term contract of employment to the administrative staff of the BCTF, leave of absence without pay shall be granted for the duration of those duties. For purposes of experience and seniority the employee shall be deemed to be in the full employ of the Board. In such case the employee shall be entitled to return to an assignment comparable to that previously held. In the event of a return effective on a date other than July 1, the employee shall provide six (6) weeks notice.
3. The total number of days release time granted per teacher, per year, pursuant to Article A.22.1, shall not exceed the following guidelines:
 - a. thirty (30) days for members of the BCTC Council.
 - b. fifteen (15) days for a member of the BCTF Executive Committee.
 - c. six (6) days for a member of the BCTF Representative Assembly.
 - d. five (5) days for other release time pursuant to Article A.22.1.
4. Release time beyond that referred to in Article A.22.3, which is required to perform the duties of the position, shall not be unreasonably denied.

ARTICLE A.23: RELEASE TIME FOR NEGOTIATIONS

Whenever meetings with the Board's negotiating committee require loss of instructional time, the Board will pay the costs of Teachers Teaching on Call for up to a maximum of five Union bargainers.

ARTICLE A.24: SCHOOL STAFF REPRESENTATIVES

School staff representatives elected in accordance with local Union procedures shall have the right to:

1. Be relieved of all supervisory duties, subject to a majority vote of the school staff committee.
2. Convene staff meetings in the school to conduct Union business subject to Article A.25. (Access to Worksite)
3. Upon request of the Union and the teacher in question:
 - a. be relieved of teaching duties to be present at personnel related meetings between an Administrative Officer of the District and that teacher. It is understood that such meetings whenever possible shall be held outside instructional time;
 - b. be relieved of instructional duties in order to participate in a formal grievance step or arbitration hearing.
4. Any TTOC costs arising from the release of the staff representative from instructional duties shall be borne by the party (either the Union or the Board) who initiated the request for release.

ARTICLE A.25: ACCESS TO WORKSITE

1. Subject to availability of the facility and prior notification being given to the school Administrative Officer, authorized representatives of the Union shall have the right to transact official Union business on school property at all reasonable times provided that such activities or use do not interfere with classroom instruction or substantially interfere with school activities.
2. Notwithstanding Article A.25.1, the Union president or designate may meet with any member, at any time, in any location within the district provided such a meeting does not interfere with that member's classroom instruction.

ARTICLE A.26: USE OF SCHOOL FACILITIES

The Union shall have the right to the reasonable use of school and district facilities and equipment during all reasonable hours for meetings and other Union activities subject to the availability and prior notice. Any damage done to school facilities or equipment will be paid for by the Union.

ARTICLE A.27: BULLETIN BOARDS

The Union shall have the right to post notices of activities and matters of Union concern on Union bulletin boards, at least one of which shall be provided in each school building in areas frequented by bargaining unit members.

ARTICLE A.28: INTERNAL MAIL

The Union may make reasonable use of the district mail service and employee mail boxes for communication to bargaining unit members, provided that the mail is clearly marked indicating it is from the Union.

ARTICLE A.29: SCHOOL STAFF COMMITTEE

1. Every school has the right to establish a staff committee, whose mandate shall include mechanisms for co-operative problem solving. The size and membership of the staff committee shall be determined by the staff.
2. The school's Administrative Officers shall, at committee's request, meet with the school staff committee or its representative to discuss issues relevant to the teaching staff of the school.
3. If the Administrative Officer chooses not to implement a formal motion of a staff committee, they shall provide the reasons. The motion may be forwarded to both the Union and the Superintendent or Assistant Superintendent in charge of the school concerned.

ARTICLE A.30: ACCESS TO INFORMATION

1. The Board, upon request by the Union, agrees to furnish to the Union or its designated representatives, the following information:
 - a. Public information concerning the financial resources and professional staff of the District.
 - b. The Board and the Union agree to share other non-confidential information which pertains to employees covered by this agreement.
 - c. Professional employee information including a list of employees showing their names, grid placements, seniority, and staff assignment.
 - d. Notifications of job postings, transfers, hirings, resignations, retirements, employee deaths and discharges.
 - e. Notifications of suspensions and unsatisfactory evaluations, as they occur, subject to strict confidentiality.
 - f. Agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.

ARTICLE A.31: RIGHT TO REPRESENTATION

1. Neither Administrative Officers nor any other Board designate shall initiate discussions regarding an investigation for any disciplinary matter with a member to whom it has not been recommended that they exercise the right to be accompanied by the Union president or designate and/or a BCTF representative. This recommendation shall be made in the presence of the Staff Representative.
2. If, in the course of a discussion between an Administrative Officer and a member, it becomes apparent to either party that an investigation leading to disciplinary action is impending then the Administrative Officer shall advise the member of the right to representation pursuant to Article A.31.1. The member may decline to discuss the matter further, until they have representation.

ARTICLE A.32: PICKET LINE PROTECTION

1. All employees covered under this Agreement shall have the right to refuse to cross or work behind a duly constituted picket line arising from a dispute as defined in the Labour Relations Code. Any employees failing to report for duty pursuant to Article A.32 shall be considered to be absent without pay.
2. Refusal to cross a duly constituted picket line, arising from a dispute as defined in the Labour Relations Code, encountered in carrying out Board business, shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action by the Board.

3. The Board shall not request, require, nor direct teachers covered by this agreement to do work or carry out duties normally performed by employees engaged in a strike, or lock out, nor shall teachers request, require, or direct pupils to carry out such duties.
4. Teachers shall not be required to work with persons who are paid to perform any of the duties which would normally be performed by School District No. 75 employees on strike or lock out.

ARTICLE A.33: COPY OF AGREEMENT

The Board shall provide every employee with a printed copy of this agreement within thirty (30) days of the execution of the final agreement, and at the time of hiring.

ARTICLE A.34: ORIENTATION

1. All employees new to the staff of the Board shall receive within the first thirty (30) days of commencing duties, an orientation designed and presented jointly by the Board and the Union.
2. The orientation shall acquaint employees with the basic operation of the School District and the school as well as their rights and responsibilities under the Collective Agreement.

ARTICLE A.35: EXCLUSIONS FROM THE BARGAINING UNIT

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The Board shall notify the Union of all new positions offered in the District and submit to the Union offices a written description of the contemplated duties of the new position(s).
3. The Board shall not contract out the provision of educational services, except in the case of specialized services for special needs students where the Board would not reasonably be expected to employ professionals on a part or full-time basis.

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. With effect from January 1, 1992, teachers possessing a category 5 teaching certificate plus the equivalent of one (1) year university credit, shall be paid on the category 5+ (defined as 80% of the difference to Category 6). Assessment of credits for placement in category 5+ shall be made by the Associate Superintendent, Human Resources, subject to Appendix 5: Definition of credits for Category 5+.

11. Salary Grids

a. July 1, 2022 – June 30, 2023

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 54,306	\$ 58,706	\$ 63,004	\$ 64,485
2	\$ 56,792	\$ 61,860	\$ 66,391	\$ 67,922
3	\$ 59,278	\$ 65,016	\$ 69,778	\$ 71,357
4	\$ 61,763	\$ 68,170	\$ 73,163	\$ 74,794
5	\$ 64,249	\$ 71,323	\$ 76,549	\$ 78,231
6	\$ 66,736	\$ 74,478	\$ 79,935	\$ 81,667
7	\$ 69,221	\$ 77,633	\$ 83,321	\$ 85,104
8	\$ 71,706	\$ 80,788	\$ 86,708	\$ 88,541
9	\$ 74,191	\$ 83,942	\$ 90,093	\$ 91,977
10	\$ 79,736	\$ 90,571	\$ 96,971	\$ 99,222

b. July 1, 2023 – June 30, 2024

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 57,972	\$ 62,669	\$ 67,257	\$ 68,837
2	\$ 60,626	\$ 66,036	\$ 70,872	\$ 72,506
3	\$ 63,280	\$ 69,405	\$ 74,488	\$ 76,174
4	\$ 65,932	\$ 72,772	\$ 78,102	\$ 79,843
5	\$ 68,586	\$ 76,138	\$ 81,716	\$ 83,512
6	\$ 71,241	\$ 79,506	\$ 85,330	\$ 87,179
7	\$ 73,894	\$ 82,874	\$ 88,945	\$ 90,848
8	\$ 76,547	\$ 86,242	\$ 92,561	\$ 94,517
9	\$ 79,199	\$ 89,608	\$ 96,175	\$ 98,185
10	\$ 85,358	\$ 96,957	\$ 103,808	\$ 106,217

c. July 1, 2024 – June 30, 2025

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 59,711	\$ 64,549	\$ 69,275	\$ 70,903
2	\$ 62,445	\$ 68,017	\$ 72,998	\$ 74,681
3	\$ 65,178	\$ 71,487	\$ 76,722	\$ 78,459
4	\$ 67,910	\$ 74,955	\$ 80,445	\$ 82,238
5	\$ 70,644	\$ 78,422	\$ 84,168	\$ 86,017
6	\$ 73,378	\$ 81,891	\$ 87,890	\$ 89,795
7	\$ 76,111	\$ 85,360	\$ 91,613	\$ 93,574
8	\$ 78,843	\$ 88,829	\$ 95,338	\$ 97,353
9	\$ 81,575	\$ 92,297	\$ 99,060	\$ 101,130
10	\$ 88,012	\$ 99,972	\$ 107,036	\$ 109,520

12. Annual Allowances

See Article B.27 Positions Of Special Responsibility.

ARTICLE B.2: TTOC PAY AND BENEFITS

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

An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

LOCAL PROVISIONS:

7. Teachers Teaching on Call will accumulate experience credit in accordance with Article C.4 “Teacher Teaching on Call Employment”.
8. Where a school operates on a schedule of altered hours, a TTOC who teaches an extended day shall be paid a proportionately greater salary for that day.
9. After five (5) consecutive days substitution for the same teacher, the TTOC shall attend and be paid for non-instructional days except when the non-instructional day is the last day worked.
10. Teachers Teaching on Call shall be subject to the following call-out provisions:
 - 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 full day's wage.
 - b. A Teacher Teaching on Call assigned to a school for a half-day and not utilized, or utilized for only a portion of the half-day, shall be paid for a half-day.
 - c. It is understood that a Teacher Teaching on Call may be assigned other teacher duties for this period referred to in Article B.2.10 a & b.
 - d. A Teacher Teaching on Call assigned to a school for the morning session shall receive 60% of a day's pay.
 - e. No assignment shall be for less than one half-day.
11. In the event that a Teacher Teaching on Call's assignment is interrupted by the return of a teacher who subsequently is absent within two (2) working days, the Teacher Teaching on Call shall be reassigned and the assignment shall proceed as if it has not been broken for salary or contract provisions which depend upon the length of assignment.
12. A Teacher Teaching on Call's service shall not be considered broken by:
 - a. a non-instructional day
 - b. absence, arising from the Teacher Teaching on Call's illness or accident, which is of two (2) days or less duration.
13. The Board shall, not later than eight (8) days after the end of each month, pay to each Teacher Teaching on Call all wages earned for the pay period. Such payment shall be by direct deposit to the teacher's account.

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

(Not Applicable to Mission)

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.

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. PCA Article B.7.1 does not apply in School District No. 75 (Mission). See B.7.3.a below.
2. PCA Article B.7.2 does not apply in School District No. 75 (Mission). See B.7.3.b 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. Reimbursement for Personal Property Loss
 - a. Vehicles Used To Travel To And From The Workplace

The Board shall reimburse an employee for the cost of the deductible amount on the insurance for the replacement or repair of the vehicle due to theft or vandalism at the workplace or at a school function at another location.

b. Personal Professional Materials

The Board will replace teachers' personal professional materials lost through theft, fire or damage while on Board property to a maximum of five hundred (500) dollars, provided that:

- i. the materials are required for teacher reference or classroom instruction;
- ii. the materials are approved as required by the principal, and are listed in a personal professional materials inventory maintained in the principal's office;
- iii. the loss or damage is not the result of negligence on the part of the teacher claiming compensation;
- iv. a teacher is not eligible for compensation for damage under another fund or policy of insurance.

ARTICLE B.8: OPTIONAL TWELVE-MONTH PAY PLAN

[PCA Article B.8 does not apply in School District No. 75. See Article B.9.4]

ARTICLE B.9: PAY PERIODS

[PCA Article B.9 does not apply in School District No. 75. See Article B.9.4 below]

LOCAL PROVISIONS:

4. Teachers new to the District shall be paid in ten (10) monthly installments beginning in September. Upon completion of the first school year of employment, teachers' net pay shall be paid in twelve (12) monthly installments, beginning in August.
5. The month-end installment shall be paid on the last teaching day of the month, except for the month of December when one payment shall be made on the 15th day of the month. Mid-month advances shall be paid on the 15th of each month.
6. Teachers will be responsible for repaying to the Board any difference between net pay installments received and wages earned.

Note: This is a 10-month payroll with a provision made for 12 monthly installments, starting in August.

ARTICLE B.10: REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

Effective July 1, 2022 \$0.60/kilometre

Effective July 1, 2023 \$0.64/kilometre

Effective July 1, 2024 \$0.66/kilometre

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by \$0.05/kilometre for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

[PCA Article B.10.4 does not apply in School District No. 75.]

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

ARTICLE B.11: BENEFITS

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

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

Local Provisions:

5. Benefits Information

- a. The Board shall provide each teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrolment form must be so noted by the teacher and kept on file by the Board.
- b. The Board shall advise each teacher by the end of September, and all teachers hired subsequent to that date at the end of the first month of employment, of those benefit plans available to teachers, the cost of those plans, and of those plans in which the teacher is enrolled.
- c. The Board shall assist teachers in obtaining required benefits from the various benefit plans.

- d. The Board shall advise all eligible teachers that they must contribute to the Teachers' Pension Plan.
- e. All teachers are entitled to participation in all benefit plans save and except:
 - i. Teachers Teaching on Call; and
 - ii. part-time teachers pursuant to Article B.24. (Part-Time Teachers)
- f. Teachers Teaching on Call may participate in the Provincial Extended Health Benefit Plan by paying 100% of the premium costs.
- g. The Board shall advise each teacher in writing at the end of September, December and March of their accumulated sick leave.
- h. Benefit Plan Information and Changes **[Not applicable for the Provincial Extended Health Benefit Plan. See Article B.11.2.]**

The Board shall provide the Union with a copy of all master teacher benefit plans and shall annually provide the Union with a copy of the financial/actuarial statements for all teacher benefit plans.

6. **Benefits Plans**

a. Medical Services Plan

The Board shall assist in providing to members of the Union the protection of the Medical Services Plan of B.C. (MSP) under the following terms and conditions:

- i. Fees shall be paid 80% by the Board and 20% by the employee, effective July 1, 1990.
- ii. All members of the Union shall have the right to participate in the plan.

b. Group Life Insurance

The Board shall assist in providing to members of the Union the protection of Group Life Insurance, Plan A, under the following terms and conditions:

- i. The plan shall be a condition of employment for all teachers hired after January 1, 1974.
- ii. The cost of the plan shall be paid 80% by the Board and 20% by the employee, effective July 1, 1990.
- iii. The plan shall be held in the name of the Board, and shall be administered by the Board. At the request of either party the plan shall be evaluated to ensure that competitive rates and benefits are provided. The plan shall not be changed without the agreement of both the Board and the Mission Teachers' Union.

c. Dental Insurance

The Board shall assist in providing to members of the Union the protection of dental insurance under the following terms and conditions:

- i. Participation in the plan shall be a condition of employment for all teachers hired after implementation of the plan, subject to eligibility.
- ii. The cost of the plan shall be paid 80% by the Board and 20% by the employee, effective July 1, 1990.
- iii. The plan shall be held in the name of the Board of and shall be administered by the Board. At the request of either party the plan shall be evaluated to ensure that competitive rates and benefits are provided. The plan shall not be changed without the agreement of both the Board of and the Mission Teachers' Union.
- iv. The plan will include the following coverage:
 1. 100% of Plan A basic services
 2. 60% of Plan B major services
 3. 75% of Plan C orthodontics with a limit of \$5000/lifetime.

d. Extended Health Benefits

The Board shall assist in providing members of the Union the protection of the Provincial Extended Health Benefit Plan under the following terms and conditions:

- i. All members of the Union shall have the right to participate in the plan.
- ii. The cost of the fees shall be paid 80% by the Board and 20% by the employee, effective July 1, 1990.
- iii. The plan shall be held in the name of the Board and shall be administered by the Board.

e. Employee Assistance Plan

The Board shall assist in providing to members of the Union the protection of a mutually agreed Employee Assistance Plan, under the following terms and conditions:

- i. All members of the Union shall have the right to participate in the plan.
- ii. The cost of the plan shall be paid 80% by the Board.

f. Salary Indemnity Plan

The Board shall assist in providing to members of the Union the protection of the BCTF Salary Indemnity Plan (short term/long term disability) under the following terms and conditions:

- i. All members of the Union shall have the right to participate in the plan.
- ii. The member shall pay 100% of the cost of the premiums.
- iii. The Board shall deduct the premiums and forward these to the BCTF as appropriate.
- iv. The Board will continue to pay the cost of premiums for Article B.11.3.a through B.11.3.e above, while the teacher is receiving benefits under the BCTF Salary Indemnity Plan for up to 30 teaching months.

g. Supplementary Group Life Insurance

The Board shall assist in providing to members of the Union the protection of the BCTF Supplementary Group Life Insurance Plan under the following terms and conditions:

- i. All members of the Union shall have the right to participate in the plan.
- ii. The member shall pay 100% of the cost of the premiums.
- iii. The Board shall deduct the premiums and forward these to the BCTF as appropriate.

h. Continuation of Benefits

Provided that the employee pays the employee's share of the cost of premiums, the Board shall continue to pay its share of benefit premiums up to a maximum of three (3) years, for an employee who is receiving benefits from the BCTF Salary Indemnity Plan (Short Term).

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.

Note: See also Article B.22 Experience Recognition.

ARTICLE B.21: PLACEMENT ON SCALE

1. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, subject to Article B.21 through B.24 of this Collective Agreement and in accordance with years of experience as determined by Article B.22 (Experience Recognition) of this Collective Agreement.
2. At the time of appointment, the Board shall advise the teacher, in writing, of the documentation required to establish initial scale placement, the requirement 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.
3. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within three (3) months of commencement of employment or change in categorization or certification. The teacher shall be responsible for advising the Board, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.
4. The Board shall not unreasonably refuse a request for extension of the time limits. The Board shall advise the teacher in writing when any documentation has not been received and shall pursue the matter with the teacher.
5. The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.
6. In the event that a teacher wishes to appeal their placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Associate Superintendent, Human Resources for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure, as outlined in Article A.6 (Grievance Procedure) of this Collective Agreement will apply.
7. Teachers who consider that credit granted for years of experience has not been in accordance with the agreement must apply for adjustment by October 15 in respect to teachers new to a district and by February 15 in respect to teachers affected by a renegotiated Collective Agreement. Any applications for adjustment after these dates shall be effective at the start of the month following the application if approved.
 - a. Where a teacher completes satisfactorily, training programs on or before August 31, and makes application under Article B.21.6 on or before the next following December 15, resulting change in categorization shall be effective from September 1 of that year.
 - b. Where the teacher makes application under Article B.21.6 on or before the next following March 31, the resulting change in categorization, if any, shall be effective from January 1 immediately preceding that March 31.
 - c. Where a teacher completes satisfactorily a training program on or before April 30, and where the teacher makes application under Article B.21.6 on or before the next following August 1, the resulting change in categorization, if any, shall be effective from May 1 immediately preceding that August 1.

8. Persons holding Letters of Permission (LP) to teach whose years of preparation:
 - a. can be equated to years of university training by the Associate Superintendent, Human Resources shall be placed one category below that which would apply if their total years of training had included one (1) year of professional teacher education, or
 - b. cannot be equated to years of university training by the Associate Superintendent, Human Resources shall be placed in a salary category which will provide a salary appropriate to their teaching function as determined by the Board. If the teacher is not satisfied with their placement, the matter shall be referred to Article A.6, grievance procedure, for determination.
9. Intern teachers shall be placed on salary scale in accordance with their years of post secondary school training, with each full year of training equivalent to one category. The payment shall be the same proportion as the instructional time of the intern as defined in the School Act Regulation.

ARTICLE B.22: EXPERIENCE RECOGNITION

1. Recognition of Experience
 - a. Teaching experience in government inspected public schools of Canada, the U.S.A. and Commonwealth shall be recognized and credited for placement on the salary scale.
 - b. Teaching experience in Department of National Defence schools, in a school while on an approved teacher exchange, and in a school while in the employ of the Canadian Universities Service Overseas or the Canadian International Development Agency shall be recognized and credited for placement on the salary scale.
 - c. Teaching service, as specified above, in provincial government schools or similar provincial institutions shall be credited, where the service is deemed equivalent to that of employment in the public school system. Similarly, teaching service or appropriate administrative service as a member of the staff of the provincial Ministry of Education, shall be credited.
 - d. Teaching experience in a private school in the Province of British Columbia shall be recognized on the same basis as public school experience as long as:
 - i. The school which provided the experience presented the regular B.C. Program of studies to its students and,
 - ii. The teacher in question held a valid B.C. teaching certificate or a valid teaching license when experience was gained.
 - e. Service as a member of a University or College faculty shall carry credit.
 - f. Full time service to the local Union, the British Columbia Teachers' Federation, British Columbia Teacher Regulation Branch, or the Canadian Teachers' Federation shall carry full experience credit. Part-time service shall be credited as for part-time teaching.

- g. Teachers with experience and qualifications in their area of instruction will be allowed one (1) year's increment for each two (2) years of experience subsequent to completion of such qualifications, providing they do not exceed the maximum steps in their salary scale category.
 - i. Increments will only be granted where a teacher spends at least one-half of their teaching time in the field in which their experience was obtained.
 - ii. Any teachers affected by this clause shall be limited to one (1) year of retroactivity.
 - iii. The equivalent of qualification and the acceptable experience shall be determined by the Associate Superintendent, Human Resources. If the teacher is not satisfied with their placement, the matter shall be referred to the Article A.6, grievance procedure for determination.
- h. Absence while on paid sick leave, and short term maternity leave or extensions thereof shall carry full experience credit.

2. Definition of Experience

- a. One (1) year of teaching experience shall be granted for each year of previous teaching in the public schools of British Columbia. A minimum of eight (8) months of full time employment during one (1) school year is required to constitute a year's experience.
- b. Where a teacher has completed, in British Columbia public schools, periods of full time employment, each of less than the above minimum eight (8) months but each of two (2) months or more, the periods may be combined to constitute a year's experience provided the periods equate to eight (8) months.
- c. Teachers appointed for the full school year (or eight months thereof) in British Columbia public schools as part-time teachers qualify for the 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 full school years on 40% time would qualify for a year's experience). These periods of part-time employment may be added together. Such part-time employment credit may be utilized with periods of not less than two (2) months of full time service to constitute a year of credit. Such combinations must equate to eight (8) months.

Note: See also Article B.14 Experience Recognition.

ARTICLE B.23: INCREMENT DATE

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

ARTICLE B.24: PART-TIME TEACHERS

1. Salary

Part-time teachers shall be paid in the same proportion as is their assignment to a full-time assignment.

2. Benefits

Part-time teachers shall be able to participate in all benefit plans for which they are eligible.

3. Sick Leave

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

4. Purchase of Pensionable Service

Subject to B.C. Reg#90/80, Pension (Teachers) Act and Article B.24.1, B.24.4 and B.24.3, a teacher who moves from full time to part-time employment may apply to the Board for "Pensionable Service Leave" for that portion of time reduced from full time. Such leave shall be granted upon request. This type of leave carries no further benefits other than the option to purchase a full year's pensionable service. The teacher shall be responsible for the payment of both the employee and employer share of the pension cost of the period of leave.

ARTICLE B.25: TEACHING POSITIONS OUTSIDE THE HOURS OF THE REGULAR SCHOOL DAY

1. Teaching positions, other than summer school, where the assigned hours of instruction deviate from the regular school day, as determined in accordance with this Agreement, shall be paid at a salary equivalent to that percentage of time taught based on a five (5) hour instructional day.
2. Summer school teachers shall be paid for each hour of instruction at a rate of 1/1000 of Category 5 (Step 5) in effect on June 30.
3. The Board and the Union agree that summer school teachers will be covered by all terms and conditions of the Collective Agreement except for paid sick leave which will be provided for up to two (2) "three (3) hour" days. These sick days will not be added to an employee's sick days accrued during the regular work year.
4. Teachers shall not be assigned to positions, described in Article B.25, without their consent.

ARTICLE B.26: ASSOCIATED PROFESSIONALS

1. Associated professionals, as recognized in Article A.2 (Recognition of the Union), shall be paid in accordance with the salary scale established in Article B.1 (Salary).

2. Placement on the salary scale 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 determined by Article B.22 (Experience Recognition) of this Agreement.
3. Salary placement shall be effective from initial employment or the first of the month following the month in which the employee advises the Board of entitlement to a change in category.
4. All other terms and conditions of employment established in this agreement shall, except as otherwise provided for in this agreement, apply to associated professionals.

ARTICLE B.27: POSITIONS OF SPECIAL RESPONSIBILITY

1. Job Descriptions
 - a. The Board shall create job descriptions for all positions of special responsibility including, but not limited to, department head, teacher in charge, and psychologist. These descriptions shall be the recognized job descriptions for such positions.
 - b. Allowances for the following positions are:

Department Head:

- | | | |
|------|------------------------|------------|
| i. | Effective July 1, 2022 | \$2,753.79 |
| ii. | Effective July 1, 2023 | \$2,939.67 |
| iii. | Effective July 1, 2024 | \$3,027.86 |

Teacher in Charge:

- | | | |
|------|------------------------|----------|
| i. | Effective July 1, 2022 | \$332.53 |
| ii. | Effective July 1, 2023 | \$354.97 |
| iii. | Effective July 1, 2024 | \$365.62 |

Psychologist:

- | | | |
|------|------------------------|------------|
| i. | Effective July 1, 2022 | \$4,195.50 |
| ii. | Effective July 1, 2023 | \$4,478.69 |
| iii. | Effective July 1, 2024 | \$4,613.06 |

First Aid Attendant:

- | | | |
|------|------------------------|----------|
| i. | Effective July 1, 2022 | \$505.38 |
| ii. | Effective July 1, 2023 | \$539.49 |
| iii. | Effective July 1, 2024 | \$555.68 |

One-Room School:

- i. Effective July 1, 2022 \$2,753.79
- ii. Effective July 1, 2023 \$2,939.67
- iii. Effective July 1, 2024 \$3,027.86

- c. All allowances shall be paid in equal installments in accordance with Article B.9 (Pay Periods).

2. New Positions

The Board shall prepare a new job description whenever a new position of special responsibility is created or whenever the duties of any such position are changed. When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the Union.

3. Elimination of Positions

Existing positions of special responsibility shall not be eliminated without consultation with the Union.

4. Selection

- a. All positions of special responsibility shall be voluntary.
- b. Department heads shall be appointed on an annual basis. Department head positions will be posted by May 30 and selection from the school staff will be made no later than June 15. Department heads shall be selected from amongst applicants who possess the necessary qualifications, and in consultation with department members.
- c. Teachers-in-charge shall be selected by the school administration on an annual basis.
- d. Teachers shall be eligible for only one position of special responsibility per year in the district.
- e. All district resource teacher positions will be posted.
- f. Psychologist allowances will be contingent upon the member obtaining certification as a school psychologist.

ARTICLE B.28: TEACHER-IN-CHARGE

(See B.27.4.c)

- 1. In each school the Administrator shall appoint a designated teacher-in-charge. Teacher-in-charge shall be a voluntary position.

2. The teacher-in-charge, when requested to act by the Administrative Officer, shall ensure that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal with emergent matters with required assistance from district supervisory staff. However, the teacher-in-charge shall not be responsible for other ongoing administrative or managerial duties, and specifically shall not have such responsibilities in relation to other teachers or parents.
3. In the event that all Administrative Officers assigned to the school are absent, the teacher-in-charge may be requested to assume the duties specified in this clause for periods not exceeding five (5) consecutive days at any one time.
4. While acting as teacher-in-charge, the teacher is covered by all terms and conditions of the Collective Agreement.
5. When acting as teacher-in-charge, and in the opinion of the Administrative Officer, a Teacher Teaching on Call is required, such request shall be made to the Assistant Superintendent responsible for the school concerned. Such request shall not be unreasonably denied.
6. Absences of Administrative Officers and/or head teachers for more than five (5) consecutive days shall be filled by an acting appointment to the position.

ARTICLE B.29: FIRST AID ATTENDANT

1. The Board shall pay an allowance to a teacher or teachers holding a valid Industrial First Aid certificate and acting as First Aid attendant in each school as required under the WCB Regulations.
2. The Board shall reimburse the applicable course fees for any teacher for the acquisition and/or renewal of a valid Industrial First Aid certificate, subject to successful completion of the course.
3. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.

ARTICLE B.30: ONE ROOM SCHOOL ALLOWANCE

Any teacher based on a school property where there is only one teacher, shall be paid an allowance equal to that of a department head.

ARTICLE B.31: RATE OF DEDUCTION

1. The rate of deduction for a day without pay unless otherwise provided for in this Agreement shall be defined as 1/200 of the current annual salary of the teacher.
2. For purposes of the above clause, any prescribed day on which the teacher is on authorized leave of absence shall be deemed to be a day of work and deductions (if any) which are authorized by this Agreement (or statutes) in respect of such leave of absence shall be made from the monthly payment required in that Article.

3. In the event that a teacher commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts:
 - a. 1/20 of regular monthly salary for each day taught up to a maximum of 19/20;
 - b. full regular monthly salary less 1/20 of the salary for each day not taught.

ARTICLE B.32: CONTRACT IMPLEMENTATION

No teacher shall suffer a reduction in salary or benefits as a result of implementation of this Collective Agreement.

ARTICLE B.33: WORK BEYOND THE SCHOOL YEAR

1. A teacher with the exception of summer school teachers, who is requested by the Board to perform non-instructional duties beyond the school year as determined in accordance with this Agreement, and who agrees to such employment shall be paid at the per diem rate of 1/200 of their basic annual scale, or a percentage thereof based on a seven (7) hour work day.
2. By mutual agreement of the teacher and the Board, compensatory time in lieu of salary may be arranged for teachers and associated professionals.
3. Work beyond the school year is voluntary.
4. When required, employees shall be reimbursed for expenses incurred while carrying out these duties, in accordance with prevailing rates paid to District staff.
5. The Board may offer, and a teacher may accept, a fixed-sum contract for a specific project, under the following procedure:
 - a. There is a reasonable expectation that the rate of pay is consistent with Article B.33.1.
 - b. The project is endorsed by the appropriate Joint Advisory Committee. In the event of short timelines, joint approval by the MTU President and the Superintendent or designate will suffice.
 - c. Notification of all projects shall be posted in all schools.
 - d. Teachers shall be approved for projects on the same basis as appointments to Ad Hoc Committees.

ARTICLE B.34: PAYMENT OF BRANCH FEES

1. The Board shall deduct from the earnings of every teacher such annual fees required for membership in the Teacher Regulation Branch and remit the same to the Branch when notified of the fees by the Union or the Branch.

2. For newly hired teachers, the Board shall pay the fees in excess of the regular annual fee established by the Branch.

ARTICLE B.35: BENEFITS MANAGEMENT COMMITTEE

1. There shall be established a Benefits Committee consisting of two (2) Union representatives and two (2) Board representatives. The mandate of the committee shall be to meet quarterly to:
 - a. monitor the operation of all benefit programs
 - b. make recommendations to the Board and the Union regarding changes to benefit plans
 - c. call tenders from carriers of benefit plans when so requested jointly by the Board and Union.
2. The mandate of the committee expressly does not include any plan adjustments without mutual agreement of the Board and Union.

ARTICLE B.36: DEATH BENEFITS

1. In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six months, the Board shall pay two (2) month's salary to the beneficiary named by the employee, or to the estate if there is no beneficiary named. This payment is in addition to any amount earned by the deceased up to the date on which they were last employed by the Board.
2. In addition to the payment in Article B.36.1, the Board will also pay one additional month salary for any employee who has been in the service of the Board more than ten (10) years.
3. The Board shall continue to provide its cost share of the medical including E.H.B. and E.A.P. benefits to the dependents of the deceased teacher for a period of six (6) months after the month of the teacher's death. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.

ARTICLE B.37: PURCHASE PLANS FOR EQUIPMENT

The Board shall provide a plan for the purchase of computer equipment by teachers, under the following conditions:

1. The rate of interest shall be 5.25%.
2. Payment shall be made by equal monthly deductions over two (2) years provided that the purchase is in excess of \$500.

ARTICLE B.38: EARLY RETIREMENT INCENTIVE PLAN

1. The Board may, to the extent of monies available for this purpose in a given year, make payment of a retirement gratuity to a teacher who retires from the service of the District.
2. The Board may pay a retiring gratuity to teachers who retire before reaching age 65, subject to the following conditions:

The teacher must:

- be age 55 or over
- have a minimum of ten years service with School District No. 75 (Mission), at a minimum of 0.5 FTE or greater each year
- retire (terminating employment with School District No. 75 eligible to receive pension benefits, not accepting employment with any other school district).

The gratuity will be paid on the actual date of retirement, or other arrangements as agreed with the Secretary Treasurer. The gratuity will be based on scale salary placement (0.5 FTE or greater) at time of retirement, without allowances, in the following amounts:

Age (at retirement date)	% of Salary
55	50
56	45
57	40
58	35
59	30
60	25
61	20
62	15
63	10
64	05
65	00

3. The Board will pay the current employer's share where the employee is working 0.5 FTE or greater, and where the employee takes early retirement from employment with the Board. All benefits will cease on the date of retirement except for continued coverage for Dental, Extended Health and Life Insurance to \$25,000 for a period of one year from the date of retirement on a cost sharing basis (being the sharing in effect at time of early retirement) and for a further four year period at full cost to the employee for a total of five years or age 65 whichever comes first.
4. Commitment to retire must be made known to the Superintendent of Schools or designate by May 15 of the school year for retirement on June 30 of that year unless an other mutually agreed date is arranged.

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. Principle of Security

The Board and the Union agree that increased length of service in the employment of the Board entitles employees to commensurate increase in security of teaching employment.

7. Definition of Seniority

- a. In this Agreement, "seniority" means an employee's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. For the purposes of calculating length of service, part-time teaching of 0.5 and above shall be credited fully as if it were full-time service. Part-time teaching below 0.5 shall accrue 0.5 seniority.
- b. In addition to the provisions of Article C.2.7.a, the seniority for an employee on a continuing contract shall include:
 - i. Teacher Teaching on call seniority accumulated pursuant to PCA Article C.2.3; and
 - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
- c. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.a and C.2.7.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 pursuant to Article C.2.7.c, 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.
- e. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.d, the employee with the earliest dated letter offering appointment 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 earliest dated letter of acceptance of the offer of appointment, shall be deemed to have the greatest seniority.
 - g. For the purpose of this Article approved leaves of absence shall count toward length of service with the Board.
 - h. 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 termination and re-engagement pursuant to Article C.21.
8. Seniority List

The Board shall, by October 15 of each year, forward to the Union a list of all employees employed by the Board, in order of seniority calculated according to Article C.2, setting out the length of seniority as of September 1 of that year. The Union, by November 15 of that year, shall in writing confirm or challenge the seniority list. If notice of acceptance or challenge is not received by November 15, this list will be deemed as being correct.

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.

Note: See also Article E.26 Evaluation of Teacher and E.27 TTOC Evaluation.

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.21: LAYOFF, RECALL AND SEVERANCE

1. Definition of Qualification

- a. In this Article, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the certification, training, education, or experience of a teacher that that teacher will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.
- b. In determining whether or not a teacher has the necessary qualifications for a position, the availability of education courses or other retraining opportunities relevant to the position, which the teacher is willing and able to complete, shall be taken into consideration.
- c. All teachers will be asked to declare the grade levels, subject areas, and special education programs they can teach by reason of academic qualifications and/or experience. These declarations will be reviewed and authenticated by the Associate Superintendent, Human Resources or designate.

2. Security of Employment Based on Seniority and Qualifications

- a. When, for bona fide educational or budgetary reasons the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b. For the purposes of this Article, "termination" (or "layoff") and "reduction in total numbers" includes the termination of teachers on continuing contract, or termination of a temporary contract teacher prior to the end of the term of the contract.
- c. The Board shall give each teacher it intends to terminate pursuant to this Article, forty-five (45) days' notice in writing. The notice shall contain the reason for the termination and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Union. The Board may choose to offer payment in lieu of notice.

3. Teachers Rights of Recall

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer recall to the teacher who has the most seniority among those terminated 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 terminated pursuant to this Article.
- b. A teacher who is offered recall pursuant to Article C.21.3.a shall inform the Board whether or not the offer is accepted, by 4:00pm the next business day.

- c. The Board shall allow ten (10) days from an acceptance of an offer under Article C.21.3.b for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period, not to exceed thirty (30) calendar days, shall be allowed.
- d. A teacher's right to recall under this article is lost:
 - i. if the teacher refuses to accept three (3) positions, of equal or greater percentage of time, for which they possess the necessary qualifications; or
 - ii. twenty-seven (27) months elapse from the date of termination under this Article and the teacher has not been recalled;
 - iii. the teacher elects to receive severance pay pursuant to Article C.21.8.
- e. Article C.21.3.d.i does not apply if at the time of such offers the teacher would be entitled to maternity leave, or is attending university.
- f. Upon recall, a teacher shall be entitled to a continuing appointment to the teaching staff of the district if they held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing contract pursuant to this Agreement. The maintenance of continuing contract status shall not prevent the offer and acceptance of a position which is temporarily vacant.

4. Recall List

- a. The Board shall maintain a recall list. Copies of that list will be sent to each person on that list and the Union at least once during the fall and once during the spring term each year.
- b. A teacher on the recall list is responsible for keeping the Associate Superintendent, Human Resources informed of changes of name, address and phone number.

5. Sick Leave

A teacher recalled pursuant to this article shall be entitled to all sick leave credit accumulated at the date of termination.

6. Retraining

A teacher who retains rights of recall shall be entitled to make application for grants from the Professional Development funds provided in this Agreement for the purpose of retraining for available positions and such application shall receive preferential consideration.

7. Benefits

A teacher who retains rights of recall pursuant to Article C.21.3 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement. Payment of the cost of such benefits will be made by the Board in accordance with Article B.39: Benefit Plans for the first two (2) months and thereafter by the teacher.

8. Severance Pay

- a. A teacher on continuing contract who has received a notice of termination, save and except a teacher who is terminated or dismissed for just and reasonable cause, may elect to receive severance pay as set out in this Article.
- b. Severance pay shall be calculated at the rate of 5% of one (1) year's salary for each year of B.C. service or portion thereof to a maximum of two (2) years' salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of their termination.
- c. The teacher may choose to receive severance pay:
 - i. in one lump sum within thirty (30) days of termination; or
 - ii. in monthly installments of 10% of the total amount payable, commencing at the next regular teacher pay period.
- d. A teacher who receives severance pay pursuant to this article and who is subsequently rehired by the Board, shall be entitled to retain all, or any portion of the severance award; however, those years of service used to generate the severance pay that are retained by the teacher may not be used for determining severance pay at the time of any subsequent termination of employment.

ARTICLE C.22: DISMISSAL AND DISCIPLINE FOR MISCONDUCT

1. The Board shall not discipline nor dismiss any employee bound by this Agreement save and except for just and reasonable cause.
2. Where an employee is under investigation by the Board for any cause, the employee and the Union shall be advised in writing of that fact and of the particulars of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation. In any event, the employee shall be notified of those matters 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 Union at any meeting in connection with such investigation. Subject to Article A.25 (Access to Worksite), the President or designate, including legal counsel, may meet with employees in order to conduct investigations of allegations made against members.
3. Unless the Union waives the right to such meeting, the Board shall not discipline (other than a suspension to which Section 15 (5) of the School Act reasonably applies) nor dismiss any person bound by the Collective Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
 - a. the employee and the Union shall be given not less than seventy- two (72) hours' notice;
 - b. at the time such notice is given, the employee and the Union shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting;

- c. the Union on behalf of the teacher may file a written reply to the allegations prior to the meeting;
 - d. at such meeting the employee shall be accompanied by representatives and/or advocate appointed by the Union, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, and to question any person presenting evidence to the Board;
 - e. the decision of the Board shall be communicated in writing to the employee and the Union and shall contain a full and complete statement of the grounds for the decision.
4. Where an employee is suspended under Section 15 (5), the Board shall, prior to taking further action under Section 15 (7), hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Union.
 5. The Board shall not release to the media or the public information in respect of the discipline or dismissal of an employee except as agreed by the Union or by joint release agreed upon by the Board and the Union.
 6. Notwithstanding Article A.6 (Grievance Procedure) where an employee has been dismissed the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that Article.
 7. At an arbitration in respect of the discipline or dismissal of an employee, no material of a disciplinary nature from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.30 (Personnel Files) may be presented.
 8. Where an employee has been suspended on grounds set out in Section 15(4) of the School Act, the employee shall be reinstated with full pay for the period of such suspension, unless on the final disposition of the matter, the employee is convicted of the offence charged.

ARTICLE C.23: PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE

1. 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 pursuant to Article E.26 (Evaluation of Teaching) indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
2. The reports referred to in Article C.23.1 shall be prepared pursuant to Article E.26 (Evaluation of Teaching) and in accordance with the following conditions:
 - a. the reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months, exclusive of absence on sick leave or other leaves of absence;
 - b. at least one (1) of the reports shall be a report of a Superintendent of Schools, or an Assistant Superintendent of Schools;

- c. the other two (2) reports shall include only reports of:
 - i. a Superintendent of Schools, an Assistant Superintendent of Schools, or a District Administrative Officer;
 - ii. an Administrative Officer of a school to which the teacher is assigned;
 - d. the reports shall be written by three (3) different evaluators and the report writers shall not collaborate with regard to the results;
 - e. If, prior to commencement of observations in accordance with this Article, the teacher believes that there exists an apprehension of bias on the part of the evaluator, the teacher may request a meeting with the Superintendent of Schools and a representative of the Union to discuss the teacher's concerns. After considering the representations of the teacher and the teacher's representative (if applicable), the Superintendent may determine to appoint another evaluator to perform the evaluation. If this meeting does not resolve the matter, the teacher may choose to note their concerns with any report.
3. Where the Board intends to dismiss a teacher on grounds of less than satisfactory performance of teaching duties, it shall, no later than two (2) calendar months prior to the end of a school term, notify the teacher and the President of the Union of such intention and provide an opportunity for the teacher and representative of the Union to meet with the Superintendent and the Board within fourteen (14) days of such notice.
 4. Where, subsequent to such meeting, the Board decides to dismiss a teacher for unsatisfactory performance, it shall issue notice of dismissal at least forty-five (45) days prior to the dismissal date, setting out the grounds for such action.
 5. Where the Board takes action against a teacher pursuant to this article, any grievance in respect of such action shall, notwithstanding Article A.6 (Grievance Procedure), be referred to an arbitration Board comprised of a representative of the Board, a representative of the Union, and a chairperson chosen by the representatives of the parties. When a matter is referred to arbitration under this article, the Union shall name its representative. The Board shall notify the Union of its representative within seven (7) days of receiving such notification, and the representatives shall agree upon a chairperson within fourteen (14) days of the Union being notified of the Board representative. In all other respects Article A.6 (Grievance Procedure) shall apply.

ARTICLE C.24: PART-TIME

1. A teacher with a full-time appointment to the teaching staff of the district may, without prejudice to that appointment, post into a part-time assignment.
2. If a teacher is successful in obtaining a position per Article C.24.1, the teacher shall be entitled to return to a similar full time assignment at the expiration of the period of time for which the Board has made the part-time assignment.
3. A teacher who holds a full time assignment may choose to job share that assignment under the provisions of Article C.25 (Job Sharing). Such job shared assignments shall be for a one year term. Notification of the intent to continue shall be given to the Associate Superintendent, Human Resources by April 15.

4. Teachers on part-time appointment may post into a full-time appointment, and shall have the rights to such appointment as are contained in this Agreement.

ARTICLE C.25: JOB SHARING

1. Any teacher(s) may post into an assignment with a proposal to job share.
2. Information
 - a. The Union and the Board shall disseminate relevant information to potential job- sharers before the Christmas break in each school year.
 - b. The Union and the Board shall jointly host a job-sharing information meeting in February of each year.
3. Application
 - a. Job-sharing applicants shall submit a proposal, in writing, to the Associate Superintendent, Human Resources who shall consider the application on its educational merits.
 - b. Upon approval of the proposal, applicants shall be informed of the implications of the shared assignment, as it affects the terms and conditions of their employment.
4. Approved job-sharing teams shall be treated as an individual teacher for the purposes of assignment. For the purpose of determining which teacher's seniority shall apply when two or more applicants possess the necessary qualifications for a position, it shall be the seniority of the teacher on the job share team with the greater seniority whose seniority shall apply.
5. Job-sharing teachers shall have the right to return to full- time employment pursuant to Article C.24 (Part Time).

ARTICLE C.26: TEACHERS TEACHING ON CALL

1. TTOC List
 - a. The Board shall maintain a list of persons who are qualified and have requested to be placed on the list of TTOCs. The Board shall forward a copy of such a list to the Union monthly.
 - b. The Board agrees that only teachers with valid B.C. certification will be added to the TTOC list save by mutual agreement of the Union and the Board.
 - c. Subject to this Section, the Board shall not remove or suspend a person from the list of Teachers Teaching on Call, save for just and reasonable cause. In such case, both the teacher and the Union shall be notified forthwith of the removal or suspension.

2. TTOC Hiring

- a. In appointing TTOCs, the Board shall, pursuant to Section 19 of the School Act, select a person on the list qualified for the assignment.
- b. TTOCs shall be selected from the TTOC list as follows:
 - i. TTOCs requested by name, for educationally valid reasons, by the absent teacher
 - ii. all others on the TTOC list on a rotational basis.
- c. As soon as the Board reasonably expects a teacher to be absent for more than twenty (20) days (whether at the outset of the absence, or during the course of the absence), or where the teacher has in fact been absent for twenty (20) days, the vacancy shall be posted, and filled by appointment to the teaching staff of the District according to Article E.21 (Posting Vacant Positions) and Article E.22 (Filling Vacant Positions). Where the successful applicant is a teacher other than the incumbent TTOC, the successful applicant shall be paid at scale from the date of filling the vacancy.
- d. Subject to Article C.26.1.b, C.26.2.a, C.26.2.b and C.26.2.c, where a teacher is absent for an indefinite time, the Board shall, within the first five (5) days, determine which TTOC shall carry out the assignment. Where the TTOC initially assigned is replaced, that TTOC shall be given priority for the next available, suitable TTOC assignment.

ARTICLE C.27: RETRAINING

1. A teacher who receives notice of termination under Article C.21 Layoff / Recall / Severance shall be entitled to receive a leave of absence for the purpose of retraining to qualify for another position with the Board. In the event that the teacher elects to take leave of absence for such purpose pursuant to this Article, the Board shall amend the effective date of the termination notice to coincide with the beginning of the school term which next follows the expiry of the period of the leave, or of any extension thereof.
2. The teacher shall be entitled to a leave of absence for a term of one (1) year, or less at the teacher's option. An extension of the leave may be arranged by mutual agreement between the teacher and the Board.
3. At the commencement of the school term next following the completion of the leave pursuant to this Article, the teacher shall be entitled to be assigned to a position which is vacant and for which they possess the necessary qualifications.

ARTICLE C.28: EMPLOYMENT RIGHTS

1. All employees appointed by the Board to the teaching staff of the District shall be appointed on a continuing contract of employment, except for:
 - a. temporary appointments made in accordance with the provisions of this Agreement; and
 - b. TTOCs, subject to the provisions of this Agreement.

ARTICLE C.29: TEMPORARY APPOINTMENTS

1. The Board shall use temporary appointments only under the following conditions:
 - a. for a stated term, not to exceed ten (10) months;
 - b. to replace a teacher who is absent or on LOA for up to one school year;
 - c. to fill a position that is temporarily created for program reasons, or for enrollment fluctuations, of less than one (1) year's duration;
 - d. to fill a position that has been vacated by a teacher during the school year, to the end of that school year.
2. The Board agrees to provide the following information to the Union by October 1st and February 1st of each year:
 - a. a list of teachers hired on temporary appointments
 - b. a list of positions that the Board considers temporarily existing or temporarily vacant;
 - c. a list of teachers on LOA
3. Teachers who have completed temporary appointment(s) of at least eight (8) months aggregate service with the Board shall be placed on the recall list as established in Article C.21 Layoff / Recall / Severance and shall be entitled to recall.
4. A teacher who has completed at least twelve (12) months aggregate service on temporary appointment(s), shall be granted a continuing appointment. Should no vacancy be available at that time, the teacher shall be placed on the recall list.

SECTION D: WORKING CONDITIONS

ARTICLE D.1: CLASS SIZE AND TEACHER WORKLOAD

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

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

Local language:

1. The Board shall maintain class sizes according to the following:

Intermediate class	30
Intermediate Split	28
Special class (EMH/TMH)	10
Special class (ESL/RR)	15
Alternate class	12
Secondary	30
Secondary English	28
Secondary Social Studies	28
Science/Home Ec	26
Industrial Education	24
Multi-age (4-7)	23

[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. Secondary teaching load shall be a maximum of 196 students per FTE teaching cycle.
3. No teacher will be required to exceed the above class sizes except in for Band, Choir, P.E. or other specialized classes, where the teacher has so requested.
4. Notwithstanding the above, (but subject only to Article D.1.3) the number of students in a laboratory or shop shall not exceed the number of which can be accommodated safely, and in any event I.E. shop classes shall not exceed twenty-four (24) students.
5. In emergency situations a principal may assign a student to a classroom on an interim basis for a maximum of two (2) weeks where, in the opinion of the principal, no other immediate, practical alternative exists. Teachers shall be given one (1) days' notice of any emergency placement.
6. Maximum limits shall be in force by October 1 each year.

7. In allocating staff to school, the Board will plan a budget in accordance with Article D.1.1 and D.1.9. The Union shall be consulted in the planning process.
8. By September 30 each school year, each school will seek solutions at the school level in an effort to balance classes in accordance with Article D.1.1.
9. In addition to the class size limitations contained in Article D.1.1 and D.1.7, the District class size averages shall not exceed twenty-five (25) pupils for elementary school and twenty-six (26) in secondary schools. The District average class sizes shall be calculated according to the Ministry of Education guidelines established for the calculation of average class sizes.

ARTICLE D.2: CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

1. At the request of the Administrative Officer, teacher or parent/guardian, a student shall be referred to the School-Based Team.

An elementary School-Based Team shall be comprised of the school's Principal or Vice-Principal; and four (4) teachers chosen by the staff. It is understood that the teacher(s) making the referral, and other appropriate support personnel, shall have the right to be in attendance, but shall not have the right to vote.

A secondary School-Based Team shall be comprised of the school's Principal or Vice-Principal; and three (3) teachers chosen by the staff. It is understood that the teacher(s) making the referral, and other appropriate support personnel, shall have the right to be in attendance, but shall not have the right to vote.

The School-Based Team shall elect its own chair. Minutes shall be kept and distributed for all meetings. Every effort shall be made to reach decision by consensus; failing consensus, decision shall be by majority vote.
2. The School-Based Team shall determine:
 - a. whether in-school assessment is required and sufficient
 - b. whether referral to Support Services is required
 - c. whether placement and resources are appropriate.
3.
 - a. Notwithstanding the decision of the School-Based Team, the Administrative Officer, the teacher or the parent /guardian may refer the student to the District Screening Committee.
 - b. The District Screening Committee shall be comprised of: the Director of Support Services or designate; and four (4) teachers chosen by the Union. The District Screening Committee shall determine whether a referred student has special needs as described in Appendix D.

4. As a statement of principle, the Board and the Union agree that the integration/ mainstreaming of children with special needs into regular classrooms shall only occur when the necessary conditions for a positive educational experience exist for both the child with special needs and the pupils in the regular classroom. Both parties further agree that a careful and thorough examination of alternatives shall take place when decisions are made regarding the determination of the necessary conditions for a positive educational experience.
5. The integration of students with special needs, who fall into the categories included in D.2.9, will result in a smaller class size by at least one than the numbers listed in Article D.1. In any case, the number of students identified in D.2.9D in any one class shall not exceed three (3), of which only one may be severe behavior disordered as defined in D.2.9. If there are three (3) D.2.9 students in a class, the size will be reduced by at least two (2) from the numbers listed in Article D.1.
6.
 - a. If the necessary conditions in D.2.2 have not been met, the Board, in consultation with the School-Based Team, shall arrange for alternate placement for the child with special needs.
 - b. Notwithstanding Article D.2.6.a, the Board shall have the right to place a student, on an emergency basis, prior to the necessary conditions in Article D.2.2 having been met, with the understanding that, in elementary schools, any student arriving in the school after the commencement of any school term shall not be placed in a classroom until the day after the student is registered. Prior to making a class placement, the school will make every reasonable effort to contact the student's previous school to ascertain whether the student has any special needs. Should reasonable grounds exist to suspect that the student has special needs, the School-Based Team shall meet forthwith to determine the necessary conditions for the interim. The recommendations of the School-Based Team shall not be unreasonably denied.
 - c. In any event, the following conditions shall apply in the case of an emergency placement:
 - i. The student will receive priority for assessment.
 - ii. This procedure will be used only for students who move into the District during the school year.
 - iii. The interim period will last a maximum of two (2) weeks.
7. The classroom teacher or the Board shall have the right to a review of a decision of the District Screening Committee.

When a teacher wishes a review, the teacher shall request a meeting with that committee, the Superintendent (or designate), and a representative of the Union.

When the Board wishes a review, the Board shall request a meeting with that committee, the teacher and the Union representative. Both parties shall make every reasonable effort to resolve their differences.

The Superintendent (or designate) shall have the authority to, and shall make every reasonable effort to, resolve the concern in the shortest possible time.

8. In-service/Professional Development

- a. Consideration for release time from the instructional day, as determined by the School-Based Team, will be given to teachers to determine the needs of students, to receive extra training, to consult with other staff and/or resource persons, and to evaluate program effectiveness on an ongoing basis.
- b. Whenever possible, time for appropriate professional development shall be arranged prior to placement of a student with exceptional educational requirements.
- c. Where such in-service, training or professional development must take place in the months of July and/or August, the teacher shall be paid at the rate of 1/200 of salary for each day of training and shall be reimbursed for expenses incurred.

Students with Special Needs

9. For the purposes of defining students with special needs in this Agreement, those students shall include:

a. DEPENDENT HANDICAPPED

Students counted for funding purposes as 'physically dependent with multiple needs' are those students who, in addition to severe physical handicaps, are also greatly challenged by one or more other disabling condition(s) such as severe sensory impairments and/or severe mental retardation and/or complex chronic health needs.

Functionally these students are completely dependent in all major activities of daily living such as mobility, dressing, eating, medication, personal hygiene and safety.

These individuals typically require extensive ongoing support not only during school hours but throughout their entire lives.

Multi-sensory deprived students (deaf/blind) may also be eligible to be included in this category.

The estimated prevalence in British Columbia of school-age students requiring this very intense level of service is .07% of the total student population. Enrollment data indicates that about half of this .07% are students who currently receive their educational services in Provincial Resource Programs and are funded under Program 3.35. The remaining students are in school district programs where historically they have usually been counted for funding purposes in Program 3.21 (Severe Profoundly Handicapped) or Program 3.22 (Physically Handicapped).

b. MODERATELY MENTALLY HANDICAPPED (TMH)

Many moderately mentally handicapped students generally function two to three years below their actual age level. The deficits are frequently evident in language acquisition, cognition, fine and gross motor skills, self-help and socialization.

On formal psychological tests, moderately mentally handicapped students usually score between three and five standard deviations below the norm.

As a general guideline, educators can anticipate that many moderately mentally handicapped students are capable of attaining academic skills to the upper primary level and some to the lower intermediate level.

The Ministry recognizes the incidence of moderately mentally handicapping conditions as approximately .36% of the school population.

c. SEVERELY AND PROFOUNDLY MENTALLY HANDICAPPED

Severely and profoundly mentally handicapped students range in ability from individuals who are capable of learning self-care skills and basic communication to individuals who require intensive intervention to maintain and develop responses to external stimulation. Frequently these students will have sensory and physical disabilities in addition to their mental handicap.

The Ministry recognizes the incidence of severe/profound mentally handicapped conditions as approximately .09% of the school population.

d. PHYSICALLY HANDICAPPED

Physically handicapping conditions include disorders of the nervous system, musculo-skeletal conditions, congenital malformations and other physically disabling, and health related conditions. The extent of the physical impairment varies greatly resulting in a range of educational implications. The majority of students in this category have minimal involvement and thus require minor adaptations in curriculum materials and instructional techniques. Successful programming for student who are more seriously involved may require the use of support workers and specialized teaching equipment in addition to modification of curricular materials and instructional methods. Many of these students may be included and funded in other special education categories.

e. VISUAL IMPAIRMENT

Visually impaired students include those students whose visual impairment result in such a substantial education and/or related services from trained and experienced teachers of the visually impaired. These students are commonly referred to as blind or partially sighted.

Visually impaired students are comparatively few in number, are in widespread geographic areas, and require diversified programs.

f. HEARING IMPAIRMENT

Hearing-impaired students include those students whose hearing impairment results in such a substantial educational handicap that they require direct special education and/or related services on a regular basis from trained and qualified teachers of the hearing impaired. These students may be described as deaf and hard of hearing.

g. AUTISTIC

The definition of Autism as used by the Ministry of Education is derived from the short definition endorsed by the Canadian Society for Autistic Children (October 1977).

"Autism is a severely incapacitating life long developmental disability which typically appears during the first three years of life. It occurs in approximately five out of every 10,000 births (incidence .05%) and is four times more common in boys than girls. It has been found throughout the world in families of all racial, ethnic and social backgrounds. No known factors in the psychological environment of a child have been shown to cause autism."

The symptoms are caused by physical disorders of the brain. They must be documented by medical history or examination. They include:

- a) Disturbances in the rate of appearance of physical, social and language skills.
- b) Abnormal response to sensations. Any one or a combination of sight, hearing, touch, pain, balance, smell, taste, and the way a child holds his body are affected.
- c) Speech and language are absent or delayed while specific thinking capabilities may be present. Immature rhythms of speech, limited understanding of ideas, and the use of words without attaching the usual meaning to them are common.
- d) Abnormal ways of relating to people, objects and events. Typically, they do not respond appropriately to adults and other children. Objects and toys are not used as normally intended.

Autism occurs by itself or in association with other disorders which affect the function of the brain such as viral infections, metabolic disturbances, and epilepsy.

h. SEVERE LEARNING DISABILITIES

The Ministry of Education recognizes that 1 - 2 % of students in the schools will be severely learning disabled. These students experience difficulties with learning that are so severe as to almost totally impede educational instruction by conventional methods. It is anticipated that the mild to moderately learning disabled will be supported at the school level by the Learning Assistance teacher.

The following definition is advanced by the Ministry of Education:

Learning disabilities is a processing disorder involved in understanding or using symbols or spoken language. These disorders result in a significant discrepancy between estimated learning potential and actual performance. Generally, a discrepancy of two or more years on grade equivalent scores or a similar discrepancy on standardized score comparisons is recognized as significant. This discrepancy is related to basic problems in attention, perception, symbolization and the understanding or use of spoken or written language. These may be manifested in extreme difficulties in thinking, listening, talking, reading, writing, spelling or computing.

The defined population is limited to children whose learning difficulty can be clearly identified as a communication disorder. This category does not include children with learning problems primarily resultant from factors such as:

- 1. Sensory or physical impairments;
- 2. Mental retardation;
- 3. Emotional disturbance;
- 4. Environmental or cultural disadvantage;
- 5. English as a Second Language;

6. Lack of opportunity to learn: due to irregular attendance or transiency

i. MILDLY MENTALLY HANDICAPPED (EMH)

On formal psychological tests, mildly mentally handicapped students usually score between two and three standard deviations below the norm.

As a general guideline, educators could anticipate that many mildly mentally handicapped students are capable of attaining an academic level equivalent to upper intermediate grades. These students may be able to progress satisfactorily in standard programs in regular classrooms although modification or curricular materials and instructional methods may be required.

The Ministry recognizes that approximately 1.35% of the school population may be mildly mentally handicapped.

j. SEVERE BEHAVIOR PROBLEMS

Students with severe problems are those who exhibit a variety of long standing excessive and chronic deviant behaviors. These behaviors can be exhibited through impulsiveness, aggressiveness, depression and withdrawal. The severely behaviorally disordered child may also demonstrate bizarre and inappropriate behavior including self injury, destructiveness, crying, and feelings of inferiority. These students frequently exhibit a significant discrepancy between academic performance and potential. Their behaviors are so profoundly inappropriate that they significantly interfere with the academic process of self and others.

The Ministry of Education recognizes the population of students with severe behavior problems as pertaining to less than 1% of the school-aged population. There must also be recognition of the fact that many of the identified students are funded under other categorical designations.

k. REHABILITATION

The Ministry of Education and the Ministry of Human Resources and/or Corrections Branch of the Ministry of the Attorney General jointly fund Rehabilitation programs which are supervised by the School District. Students enrolled in the Rehabilitation program must receive an additional or direct special service on a regular basis for the majority of their school hours.

Rehabilitation programs are intended for adolescents with severe socio-emotional problems. The major goal of the program is to provide students with academic and social development which leads towards re-entry into the school system, further training and/or employment. These programs are viewed as part of a continuum of service.

l. ENGLISH AS A SECOND LANGUAGE

As determined by the Bilingual Syntax Measure, except those functioning without difficulty - the regular classroom:

Primary level 4

Students at Level 4 have little difficulty communicating their ideas in English, and do not rely heavily on gestures or on their native language to get across their meaning. They usually control syntactic structures that include plurals, articles, pronouns, and some verb

endings. Errors are often made in the more complex verb forms, and in advanced number agreements.

Intermediate level 5

Level 5 students demonstrate a fairly high degree of proficiency in English, approaching native proficiency in the case of younger students. They control most of the basic grammatical structures of English. For older students, this level represents incomplete learning of some of the more advanced structures.

- m. (3.19 - 3.29 as defined in Ministry of Education Form 1513, July 16, 1990).
- n. Other categories may be added upon mutual agreement of the Board and the Union.

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	1:488 students	Agreement in Committee (1998)
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:450 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:150 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:23.5 ESL/ELL students	Former LOU No. 5 (2000)

Local language:

1. Minimum staffing for libraries and learning assistance centers shall be according to School Board Policy No. 2190.
2. It is recognized that in circumstances of educational need which can be substantiated by the Board, extra learning assistance allocations may be assigned by the Board.
3. School District policy, as it relates to staffing for libraries and learning assistance, shall not be changed during the term of the Agreement without the agreement of the Union.

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.

Note: See also Article D.21 Instructional Assignment.

ARTICLE D.5: MIDDLE SCHOOLS

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the Collective Agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
 - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
 - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
 - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;

- iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
- 6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

ARTICLE D.6: ALTERNATE SCHOOL CALENDAR

- 1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
- 2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
- 3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
- 4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
- 5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
- 6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
- 7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;

- c. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - d. The hearing shall commence within a further ten (10) working days; and
 - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

ARTICLE D.21: INSTRUCTIONAL ASSIGNMENT

- 1. The maximum weekly instructional assignment for a full time elementary teacher shall be 1425 minutes per week, less the number of minutes which shall be provided for the purpose of preparation.
- 2. The maximum weekly instructional assignment for a full time secondary teacher shall be 1545 minutes per week, less 193 minutes which shall be provided for the purpose of preparation.
- 3. Instructional assignment shall be defined as time during the instructional week devoted to teaching courses and lessons, supervise curricular activities, including study periods and assigned pupil contact time.
- 4. Part-time teachers of 0.4 FTE or more shall receive preparation time prorated to their FTE status.

Note: See also Article D.4 Preparation Time.

ARTICLE D.22: REGULAR WORK YEAR FOR TEACHERS

- 1. The annual salary established for employees covered by this Agreement shall be payable in respect of the teacher's regular work year.
- 2. The regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent calendar year, except if the last Friday in June falls on or before June 25 the last day of the regular work year will be June 30.

Saturdays, Sundays, statutory holidays, winter break and spring break shall be excluded from the regular work year.
- 3. The first day of the winter break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Friday, Saturday, or Sunday then school shall re-open on the following Tuesday.

4. The first day of spring break shall be the third Monday in March. School shall re-open the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall re-open on the Wednesday following the fourth Monday in March.
5. The regular work year for teachers shall include:
 - a. no fewer than five (5) non-instructional days for professional development
 - b. two (2) half days to allow for parent teacher conferences
 - c. two (2) half days to allow for assessment/evaluation and/or the designing of educational programs.
6. The school opening day is a day for organization. Students may be required to be in attendance for up to one half day.
7. The last day of the regular work year shall be a day for year end administration and students will not be in attendance.
8. Four (4) days will be shortened by not more than one hour for the purpose of facilitating parent/teacher conferences related to student progress.
9. For the purpose of introducing Kindergarten students to school, teachers of Kindergarten, in consultation with the principal, shall be entitled to design and implement a gradual entry program, and/or a home visit program, and/or the phasing in of small groups of children for the first five days after the opening day of school.
10. 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.33 (Work Beyond the School Year).
11. Should the Board wish to implement a local school calendar that differs in dates from the standard school calendar that local school calendar shall be negotiated with the Union.

ARTICLE D.23: DURATION OF SCHOOL DAY

1. For the purposes of the teacher's regular instructional assignment, each teacher shall be on the school premises at least fifteen (15) minutes prior to school opening in the morning, five (5) minutes prior to school opening in the afternoon, and five (5) minutes after school closure in the afternoon. For the purposes of this clause, school opening shall be defined as the beginning of the teacher's regular instructional assignments and school closure shall be defined as the end of the teacher's regular instructional assignments.
2. Within each day, part-time assignments shall be scheduled in consecutive teaching blocks, unless agreed by the teacher.
3. Each day shall include a regularly-scheduled lunch break of between thirty (30) to sixty (60) minutes duration.

ARTICLE D.24: SUPERVISION DUTIES

1. No teacher shall be required to perform supervision duties during the school's regularly scheduled noon intermission.
2. The staff and administration shall mutually develop an equitable plan of daily supervision. No teacher shall be required to perform any supervision in excess of an average of 30 minutes per week. The parties agree that it is desirable to reduce this amount to 15 minutes per week where feasible. In furtherance of this aim, the Board shall, effective January 1, 1994 implement the three recommendations which resulted from the Report of the Joint Supervision Committee.
3. There shall be no increase in supervision due to the implementation of this Article.

ARTICLE D.25: EXTRA-CURRICULAR ACTIVITIES

1. In this Agreement extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
2. It is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.
3. While voluntarily involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.
4. The Board agrees not to enter into an agreement with any teacher which reduces the hours of instruction in compensation for providing extra-curricular activities.

ARTICLE D.26: AVAILABILITY OF TEACHERS TEACHING ON CALL (TTOCs)

1. When a teacher, who is to provide instruction, is absent from a school, the Board shall employ a TTOC to replace that teacher upon being informed of such absence.
2. Teachers, except TTOCs and those teachers whose assignment is that of a permanent TTOC shall not be required:
 - a. to perform the tuition or instructional duties of a teacher who is absent;
 - b. to supervise the students of a teacher who is absent except in emergency situations.
3. TTOCs shall be required to assume only the duties of the teacher they are replacing except when no assigned work has been planned by the absent teacher and the TTOC has no other necessary preparatory duties related to the assignment.

ARTICLE D.27: STAFF MEETING

1. The right of Administrative Officers to schedule staff meetings as provided for in the School Act Regulations is recognized.

2. At least seven (7) days notice of regular staff meetings shall be given including the agenda of items intended to be considered. In extraordinary circumstances a staff meeting may be called on shorter notice. The reasons for this meeting shall be set out in the notice.
3. All staff members shall have the right to place items for consideration on the staff meeting agenda.
4. Written minutes of staff meetings shall be kept and circulated to all staff members.
5. Such meetings should not normally occur during times when classes are in session.
6. Teachers shall not be required to attend staff meetings which commence prior to one (1) hour before classes begin or conclude later than one and one half (1 1/2) hours after dismissal of pupils.
7. Teachers shall not be required to attend more than two (2) staff meetings per month.
8. Staff meetings shall not occur on weekends, holidays or other days when school is not in session. Nor shall they occur during recess or noon intermission save in extraordinary circumstances or by consensus of the staff in a committee of the whole.
9. Part-time teachers who are not in attendance at school immediately preceding or following a staff meeting shall not be required to attend but shall attend a meeting with the Administrative Officer at some other mutually agreed time.

ARTICLE D.28: HEALTH AND SAFETY CONDITIONS

1. The Union and the Board shall co-operate in continuing and perfecting regulations which afford adequate protection and safe working conditions for teachers.
2. Classes shall be conducted only in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective learning.
3. Every workplace shall have a self-contained staff/lunch room of adequate size and furnishings to accommodate the needs of the staff. The staff/lunch room shall be available to staff at all times.
4. Insofar as is possible, the following health standards shall be maintained in district schools; subject to WCB Regulations:
 - a. Temperature must be maintained above 18 degrees C and below 25 degrees C.
 - b. There must be an uninterrupted supply of water for drinking and washing.
 - c. Washrooms for each sex must be functional and sanitary.
 - d. Waste must not accumulate in such a way as to cause unsanitary conditions.
 - e. All classrooms, halls and exits must be adequately lighted.

- f. Rooms designated as lunchrooms and/or cafeterias must be in a sanitary condition.
 - g. Dust levels must be at a level where there is no discomfort for students or staff.
 - h. Combustible materials shall not be kept in hallways, stairs, walls, furnace rooms, nor can fire exits be blocked in any way.
 - i. Specific problems which endanger the health and safety of individual teachers or students must be eliminated.
 - j. Adequate supplies of soap, toweling and tissue must be maintained. Concerns regarding any deviation from the above conditions will be dealt with expeditiously.
 - k. An adequate, accessible supply of disposable gloves and disinfectant shall be provided in each school for teachers required to deal with students' blood or other body fluids.
5. a. A teacher shall promptly report unsafe conditions to an Administrative Officer.
- b. Should the teacher not be satisfied with the decision of the AO, the teacher may refer the matter to the District Health and Safety Committee.
- c. This provision does not take away from the right of a teacher to refuse to perform unsafe work, pursuant to the provisions of the Occupational Health and Safety Regulations.
6. Teachers shall not be called on to administer medication on a regular or predictable basis.
7. Student medication procedures in district schools shall be as follows:
Except in emergency situations, teachers may administer or supervise the self-administration of medications to pupils, only if the following conditions are met:
- a. the teacher voluntarily agrees,
 - b. the medication is required while the child is attending school,
 - c. a parent has requested the school's assistance and has signed a release concerning administration by the teacher,
 - d. written authorization has been received from the attending physician,
 - e. the Public Health Nurse has been informed and has provided the teacher with adequate instruction concerning the administration of the medication.
8. The Board shall develop an earthquake preparedness and earthquake education plan.
9. Removing asbestos or insulation that contains asbestos shall be done according to the Occupational Health & Safety Regulation, Sections 6.1 through 6.32.
10. The Board shall ensure that each work site has access to the Occupational Health & Safety Regulation and the Workers' Compensation Act.

ARTICLE D.29: HEALTH AND SAFETY COMMITTEE

An equally represented Health and Safety Committee shall be established by the employer. The committee shall be composed of not fewer than six (6) members, chosen by and representing the Union, the Board and CUPE representatives where agreeable. The chairperson and the secretary shall be elected from and by the members of the committee.

The Health and Safety Committee shall assist in creating a safe and healthful place of work and learning.

The committee shall:

1. Determine that regular inspections of the place of employment are carried out as required by Sections 3.5 through 3.8 of the Occupational Health & Safety Regulation, Workers' Compensation Board of British Columbia.
2. Determine that the provisions of health services as outlined in the School Act are carried out.
3. Recommend measures required to attain compliance with the School Act and the Workers Compensation Board of B.C. and the correction of hazardous conditions.
4. Consider recommendations from employee groups and recommend implementation where warranted.
5. Hold regular meetings at least once each month for the review of:
 - a. reports of current accidents, their causes and means of prevention;
 - b. remedial action taken or required by the reports of investigations and inspections;
 - c. any other matters pertinent to health and safety.
6. Record the proceedings of the committee and forward the minutes promptly to the representative groups.

ARTICLE D.30: HAZARDOUS MATERIALS

1. The Health and Safety Committee shall make recommendations regarding the provision of staff, time and resources to ensure effective implementation of the Workplace Hazardous Materials Information System (WHMIS) in all school sites and workplaces of the District.
2. The Health and Safety Committee shall make recommendations regarding the provision of an education program with the aim of ensuring that all employees understand the labels and material Data Sheets (MSDS) and are fully instructed in precautionary measures concerning specific materials.

ARTICLE D.31: LOCAL UNION INVOLVEMENT IN BOARD BUDGET PROCESS

1. Representatives of the Union shall have the right to participate at any public Board meeting.
2. Prior to public presentation of its preliminary budget, the Board will allow for a Union presentation at a regularly scheduled public meeting.

ARTICLE D.32: RELOCATING CLASSROOMS

1. When a teacher is required to relocate their classroom to another school during the school year, they shall be entitled to relief of instructional duties for one (1) day.
2. In the event that a teacher is required to move classrooms within the school during the school year, and so requests, release time shall be provided.
3. All classroom changes throughout the school year will be supported in a timely fashion by appropriate district resources for assistance in packing and moving materials and supplies to the new location.

ARTICLE D.33: BEGINNING TEACHERS

1. Every reasonable attempt shall be made to help beginning teachers adjust to their new profession.
2. The Board shall make a mentorship program available to teachers who are new to the profession or who are undergoing a significant change in assignment.

ARTICLE D.34: HOME EDUCATION

1. Educational services that may be required for home education students, as defined in School Act Division 4 (12 & 13), regulation Section (3), shall be provided by members of the bargaining unit.
2. The Board shall provide such additional teaching staff and resources as are agreed to between the Board and the Union to meet its statutory requirements in respect of home education students.
3. Teachers who enroll classes or otherwise provide educational programs to school-based students shall not be required to instruct, prepare materials or exams, assess or prepare reports or provide other educational resources to home education students unless home schooling constitutes a discrete portion or part of the teacher's assignment.

ARTICLE D.35: EDUCATION ASSISTANTS

1. All education assistants hired to assist teachers in carrying out their responsibilities and duties shall be under the direct instructional supervision of teachers and under the employment supervision of Administrative Officers.

2. Education assistants shall not assume the direct instructional responsibility for providing educational programs to students or groups of students, but may assist the teacher in:
 - a. providing assistance to individual students and groups of students;
 - b. monitoring students;
 - c. maintaining student records or reports to parents;
 - d. providing advice to students.
3. Teacher assistants shall not assume direct instructional responsibility while the teacher is absent.
4. Teacher assistants shall not be used to replace qualified teachers.
5. When the hiring of a teacher assistant is contemplated, for assignment to a specific program, the teacher of that program shall be involved in the hiring process.

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.21: POSTING VACANT POSITIONS

1. The Board shall post notices in the District office, of all vacant positions for appointments covered by this agreement as soon as they become known, for a period of seven (7) calendar days prior to the deadline for applications. All postings shall include the nature of the assignment and the necessary qualifications for the position. Electronic copies of the posting shall be forwarded to the Union at the time they are posted. Employees will be provided with an electronic notice of new postings seven (7) calendar days prior to the application deadline.
2. Advertisements shall not include reference to extra-curricular activities and programs. Application forms and all other written parts of the hiring process for appointment to the teaching staff of the District shall indicate that extra-curricular activities and programs are voluntary.

ARTICLE E.22: FILLING VACANT POSITIONS

1. Definition of Vacancy

- a. In this Article, "vacancy" means an existing or newly created teaching assignment/position which the Board intends to fill and to which a teacher is not assigned.
- b. The expiration of a term-certain assignment does not create a vacancy if that position is filled by a teacher who has the right to return from LOA to that position.

2. New School Year Postings

A list of all known term and continuing vacancies available for the next school year will be posted in each school and center of the District no later than April 15 of each year. This list shall include, but not be limited to opportunities which result from confirmed teacher resignations, retirements, transfers, leaves of absence, new teaching opportunities and Summer School.

Additional known vacancies will be posted April 30 and thereafter as they occur.

3. Mid-Year Postings

If a posted position requires filling during the school year and the successful applicant is currently employed in another assignment, which may conflict with the schedule of the assignment to be filled, the position will be filled according to the following:

- a. the successful applicant shall fill the position either immediately or at the conclusion of the next natural break in the school year, provided there is mutual agreement to do so between the successful applicant and the Board; or
- b. the successful applicant shall fill the position at the beginning of the next school year. For the intervening period, the position shall be filled on an interim basis as a term-certain assignment.

For the purposes of this Article, "natural break" means the Christmas Break, Spring Break, or term or semester change.

4. Teachers returning from a leave of absence of one (1) year or less duration shall return to the position they had previously vacated. If, owing to unforeseen circumstances, that specific position does not exist, a comparable position shall be offered and they shall have priority over any other job applicants to that position. Unforeseen circumstances may include, but shall not be limited to: decline in student enrollment; change in school demographics, or change in school boundary.
5. Where two (2) or more candidates possess the necessary qualifications, the teacher with the greatest seniority shall have preference.
6. Necessary qualifications for the purpose of this article shall include:
 - a. certification

- b. training
 - c. education
 - d. experience
 - e. quality of service as reflected in evaluation reports filed within the previous twenty-four (24) months, and references named by the teacher.
7. When a part-time position is given an increase in time of 0.2 FTE or less, the incumbent teacher shall be given first option to take the increase. If the incumbent accepts the increase, the increased position is not considered a vacancy and need not be posted.
 8. If the Employer awards a position to a teacher whose certification is pending, the employer will notify the Mission Teachers' Union of the following:
 - a. the teacher's successful completion of their long practicum
 - b. the teacher's application to the BC Teacher Regulation Branch
 - c. that the teacher has been informed that the teacher is bound by the Collective Agreement
 - d. that all qualified internal applicants with less than eight (8) months aggregate service as per Article C.29.3 were considered. Consideration will include an interview for the position if the employee has not been interviewed within the previous ninety (90) days.

ARTICLE E.23: OFFER OF APPOINTMENT

1. An applicant for appointment shall be entitled to rely on a representation of the Superintendent, an Assistant Superintendent, Secretary-Treasurer, Associate Superintendent, Human Resources or District Principal that an offer of an appointment has been made, or that an appointment has been made.
2. A written offer of appointment to the teaching staff of the District shall include a description of the nature of the assignment(s) and the expectations of the Board. This written offer shall be sent within three (3) working days of a verbal offer having been made.

ARTICLE E.24: BOARD INITIATED TRANSFERS

1. Transfers shall be initiated by the Board for educationally sound reasons or for reasons arising from application of this agreement. Transfers shall not be initiated:
 - a. as disciplinary measures
 - b. for reasons of administrative preference
 - c. for sake of rotation only.

In any event, transfers shall not be initiated for arbitrary nor capricious reasons.

2. No teacher shall be transferred from their school, due to enrollment decline, without agreement of the teacher, unless:
 - a. no vacant position remains in the teacher's school for which they possess the necessary qualifications; and
 - b. the teacher has the least seniority of teachers holding positions, in the teacher's school, for which they are qualified.
3. In the event that the Board initiates a transfer involving change of school and such transfer comes within the provisions in Article E.24.2, two (2) months notice of any such transfer shall be given, unless the teacher agrees to a shorter period. A teacher may refuse such transfer and elect to be placed on the recall list under Article C.21 (Layoff, Recall and Severance).
4. A Board official intending to recommend transfer of a teacher shall meet with the teacher at least fourteen (14) days prior to the recommendation being placed before the Board. The nature of the transfer, and the reasons for it shall be communicated to the teacher. The teacher may be accompanied by a member of the Union. The teacher shall have the opportunity to consider the matter and reply before the recommendation is placed before the Board.
5. At or subsequent to such meeting the teacher shall have the opportunity to advise the Board official of any retraining requirements, in-service release time, or assisting teacher support which they believe necessary to adequately prepare for the proposed transfer.
6. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area, only if:
 - a. there remain no vacancies in the teacher's existing grade level or subject area for which they have the necessary qualifications;
 - b. the teacher has the least district wide seniority among teachers in their existing grade level or subject area;
 - c. the Board provides adequate assistance, teacher support and in-service release time to ensure professional retraining commensurate with the degree of change of assignment;
 - d. the teacher is offered priority of transfer to future vacancies in their existing grade level or subject area, second only to teachers entitled to priority under Article E.22.4 (Filling Vacant Positions) unless the teacher otherwise agrees.
7. Any teacher who has been transferred without agreement pursuant to this Article shall not be subject to a further transfer for three (3) school years.
8. Transfers initiated by the Board shall be completed no later than May 31 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by May 15 in such year.
9. A teacher who is transferred for reasons of projected enrollment decline, position reduction or other such factor shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize.

ARTICLE E.25: SCHOOL ASSIGNMENT

1. Assignment within a school shall be based on the qualifications, training, experience and personal preference of the teacher, and shall not be used for disciplinary purposes.
2. Teachers will be advised prior to June 1 of the preliminary timetable and staff assignments for the next school year.
3. A teacher who is not satisfied with the preliminary school assignment shall have the opportunity to meet with the school Principal to discuss the concerns, and may be accompanied by a staff representative or other member of the Union.
4. A teacher who is not satisfied with a proposed assignment in a school may appeal the assignment to the staff committee. The committee may, after hearing the principal, teacher, and any other teacher directly affected by any proposed alternative assignment, recommend to the principal that the teacher's assignment be changed.
5. In the event that the committee recommends a change and the principal does not act in accordance with the recommendation of the committee, the teacher may request, within seven (7) days of the confirmation of the assignment, and shall be granted, a meeting with the Superintendent. The teacher, who may be accompanied by a member of the Union, and the principal shall discuss the matter with the Superintendent, who may direct that the assignment be changed.

ARTICLE E.26: EVALUATION OF TEACHING

1. The purpose of evaluation is to provide an accurate and objective measurement and record of performance. All evaluation reports on the work of a teacher shall be in writing and shall be pursuant to Article E.26 (Evaluation of Teaching) or Article E.27 (TTOC Evaluation).
2. Prior to commencing observations, the evaluator shall meet with the teacher and review the purposes of the evaluation and the criteria and standards to be applied.
3. All evaluation observations shall take place between September 1 and May 20 of the subsequent year.
4. Each written report on the work of a teacher shall be drafted on the basis of a reasonable number of personal observations [not less than three (3) nor more than six (6)] which reflect the teacher's assignment. The evaluator shall first seek agreement with the teacher on the anticipated time span and the schedule of the evaluation. The criteria employed shall be those listed in Appendix 3. Application of the criteria shall take into consideration only aspects of the teaching situation over which the teacher has responsibility and control.
5. Involvement or non-involvement in extra-curricular activities and participation in Union activities or matters not directly related to the general work of a teacher shall not be commented upon by the evaluator.
6. Periods chosen for observation shall not be at abnormal or inappropriate times and the teacher shall have the opportunity to select at least two (2) of the observation times. No observations shall be made in the first twenty (20) teaching days after a change of assignment.

7. Prior to each observation there shall be a pre-conference during which mutual agreement shall be sought regarding the area of instruction to be observed. By mutual agreement between the teacher and the evaluator, the post-observation conference may be deemed to be the pre-observation conference for the following observation, should there be one. Within two (2) teaching days of each observation, the evaluator shall discuss with the teacher their observations and impressions. Such observations and impressions shall further be accompanied by a written anecdotal statement of the observation.
8. Reports shall be prepared only by the principal or the vice principal of the school to which that teacher is assigned, the Superintendent, the Assistant Superintendent or the Associate Superintendent, Human Resources. If a report is scheduled to be written by the vice principal, the teacher may request that the principal write the report. Such request shall not be unreasonably denied. Reports shall be prepared independently and without collaboration on content or results, except as allowed by School Act, Section 20(3).
9. In the case where a teacher has a reasonable apprehension of bias, the teacher may request a meeting with the Superintendent and a representative of the Union, to discuss the teacher's concerns. After considering the representations of the teacher and the Union representative (if applicable), the Superintendent may determine that the report is to be written by another appropriate evaluator. If this meeting does not resolve the matter, the teacher may choose to refer the matter to Article A.6 (Grievance Procedure) (step 3) for a determination as to whether there is a reasonable apprehension of bias.
10. Observations shall be made in the prime area(s) of the teacher's expertise.
11. Reports shall reflect any discrepancy between the teacher's assignment, professional training and preferences of teaching subjects and grades.
12. The content of a teaching report shall be a specific, objective description of teaching performance based solely on the personal observation by the evaluator. Judgments shall be substantiated.
13. In the event of a less than satisfactory report, the evaluator shall attempt to develop a mutually acceptable plan of assistance with the teacher. The plan of assistance shall be completed before another report is initiated. The member shall have the right to representation. A copy of the plan of assistance shall be filed with the Union.
14. The teacher shall be given a draft copy of a report at least four (4) teaching days prior to preparation of the final copy. They shall have the opportunity of meeting with the evaluator in the company of a representative to propose changes to the draft. The evaluator shall attempt to establish agreement on the accuracy of the report prior to filing the final report.
15. The teacher shall be given a copy of the final report at the time of filing, which shall be on or before May 31, or by April 30 if requested by the teacher by February 28. The final report shall be filed only in the teacher's personnel file at the Board office.
16. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.
17. Subject to Article C.23 (Procedures Where Dismissal Based On Performance) a report on a teacher shall not be written more than once every five (5) years, or upon the request of the teacher.

18. Where there exists substantial doubt of a teacher's competence, the Administrative Officer shall state the grounds in writing to the teacher and the Union before proceeding with an out-of-cycle evaluation.

Note: See also Article C.3 Evaluation.

ARTICLE E.27: TTOC EVALUATION

1. An evaluation of a TTOC may be conducted at any time with a minimum of one day's notice. However, a TTOC may request a report from a principal of a school after five (5) days of TTOC teaching in that school, and only on the second or subsequent consecutive day of service for the same teacher. Periods chosen for observation shall not be at abnormal or inappropriate times.
2. A TTOC may request a written report up to two (2) times each school year.
3. The report process for a TTOC shall include:
 - a. criteria consistent with Appendix 2;
 - b. a pre-conference;
 - c. a single formal lesson observation;
 - d. a post-observation conference;
 - e. a written summary report pursuant to Article E.26.13 (Evaluation of Teaching).
4. The report shall be presented to the TTOC within one (1) week of the formal observation. One copy of the report shall be provided to the TTOC and one copy shall be filed at the Board office.
5. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.

Note: See also Article C.3 Evaluation.

ARTICLE E.28: SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files an appeal under Section 11 of the School Act, the employee shall be notified immediately of the appeal, and shall be entitled to receive all documents relating to the appeal.
2. The employee shall be entitled to attend any formal meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union and the right to provide a written reply to any allegations contained in the appeal.
3. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.

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

ARTICLE E.29: NO DISCRIMINATION

1. There will be no discrimination against any person covered by this Agreement or against any members of the bargaining unit on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or grounds otherwise prohibited by the Human Rights Code. There will be no discrimination for participation in the activities of the Union, carrying out duties as representative of the Union, or involvement in any procedure to interpret or enforce the provisions of the Collective Agreement.
2. The Board and the Union value the unity and diversity of Canadian society and will, therefore, promote cultural tolerance and acceptance in all aspects of a pupil's school experience. In recognition of the multicultural diversity of Mission's community, the Board and the Union endorse and will promote the concept of active and positive multiculturalism within the schools of Mission.
3. The Board agrees that it does not condone and will not tolerate any expression of sexism or racism.
4. Any written allegation of sexism or racism within the district will be investigated by the Joint Education Advisory Committee and the results reported confidentially.
5. Notwithstanding Article E.29.4, the Superintendent or the Union President may initiate an investigation but shall in any event report to the Joint Education Advisory Committee.

ARTICLE E.30: PERSONNEL FILES

1. There shall be only one personnel file for each teacher, maintained at the Board office. Any file relating to a teacher kept at a school shall be sent to the teacher's Board office file after the teacher has had an opportunity to review the file when the teacher, or Administrative Officer, leaves that school.
2. After receiving a request from a teacher, the Superintendent, in respect of the Board office file, or the Administrative Officer of the school, in respect of any school file, shall grant access to that teacher's file as soon as is reasonably possible.
3. An appropriate Board official shall be present when a teacher reviews their file, and the teacher may be accompanied by an individual of their choosing.
4. The Board agrees that only factual material, which is relevant to the teacher's employment, shall be maintained in either school or Board office personnel files. All material placed in a teacher's personnel file shall be copied to the teacher upon filing except for payroll and other documentation.

5. Personnel files, regardless of storage format, shall not be made available to any person except the Superintendent or designate, the Secretary-Treasurer or designate, the Associate Superintendent, Human Resources or designate, the teacher or their Administrative Officer, except upon written request of the teacher, or as required by law.
6. Board members shall not have individual access to any teacher file. Information in personnel files may be made available to the Board only at the professional discretion of the Superintendent for the purposes of carrying out the Board's duties under the School Act and Regulations. The teacher shall receive notice within one (1) working day when such action takes place.
7. A teacher may request removal of material from their personnel file on the basis that it is not factually correct or relevant. In the event that the appropriate Board official does not agree to the removal of specified material, the teacher may file a grievance pursuant to Article A.6 (Grievance Procedure).
8. Where material critical of a teacher, or in the nature of a reprimand (except that of a suspension of five (5) days or more), is placed in the file, the teacher may elect to have the material removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed.
9. Where a teacher has been suspended for a period of five (5) days or more, the teacher may elect to request that the material be removed four (4) years after the filing, provided that no further material of that nature has been subsequently filed. Such request shall not be unreasonably denied. In the event that there is disagreement over the removal of the material after four (4) years, and the teacher so wishes, the matter shall be referred directly to arbitration. The arbitrator shall decide whether to remove the material, based on the reasonableness of the request.

ARTICLE E.31: FALSELY ACCUSED EMPLOYEE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and
 - a. an investigation by the Board has not concluded that the accusation is true; or
 - b. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false,the teacher shall be entitled to assistance from the Board as provided in this Article.
2. The teacher and the teacher's family shall be entitled to all reasonable specialist counselling and/or medical assistance to deal with negative effects of the allegations.
3. The teacher shall be assisted to the fullest extent possible by the Board in assuring successful return to teaching duties. This shall include any necessary leave of absence with pay, upon receipt of medical certificate; first priority for transfer to any vacant position requested by the teacher, for which the teacher is qualified; and, where requested by the teacher, provision of factual information to parents by the Board.

4. The disposition of the student making the false accusation shall be made by the Board in consultation with any agency, group or individual the Board deems appropriate. The MTU President shall be consulted as part of this process.

ARTICLE E.32: LABOUR/MANAGEMENT MEETINGS

1. The Union and the Employer shall have regularly scheduled monthly labour management meetings during the school year. The purpose of the meetings is to discuss issues relating to the workplace that affect the parties, or any employee, bound by this agreement.
2. Meetings may be cancelled by mutual consent.

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.

[PCA Article F.1.3 does not apply in School District No. 75.]

Local Provisions:

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

4. Effective July 1, 1993, the total Board amount to be placed in the fund shall be \$155.00 per year per F.T.E. teacher, calculated at September 30.

ARTICLE F.21: JOINT ADVISORY COMMITTEES

1. In order to assist the Board in establishing priorities, the Board shall maintain the Joint Education Advisory Committee as a standing committee.

Additional Joint Advisory Committees may be struck by agreement of the Board and the Union.

2. The committee shall have ten (10) members with five (5) members appointed by the Union and five (5) members appointed by the Board.
 - a. The committee shall choose a chairperson from amongst its membership.
 - b. The committee shall meet at the call of the chair.
3. The purposes of the committee shall be to:
 - a. Establish Board priorities within committee terms of reference. The terms of reference of the above captioned committee shall not exceed those found in Appendix 1 of this Agreement, save and except by the agreement of each committee at its initial meeting. A committee may adjust its terms of reference only within the intent of those terms of reference in Appendix 1.
 - b. Make specific recommendations to the Board and the Union.
 - c. Determine terms of reference for ad hoc committees which shall report to the standing committee.

ARTICLE F.22: AD HOC COMMITTEES

1. Pursuant to Article F.21, Ad Hoc Committees shall be formed to meet specific Board needs.
2. Membership in these committees will be open to Board management, professional staff, Administrative Officers, and other as determined by an Advisory Committee.
3. Volunteers for participation on these committees will be sought through advertisements posted by the Board and the Union.
4. All Ad Hoc Committees shall report to their respective Advisory Committees.

ARTICLE F.23: PROFESSIONAL DEVELOPMENT FUNDING

1. The Board and the Union shall establish a fund for the purpose of providing professional development of teachers employed by the Board.
2. The total Board amount to be placed in the fund shall follow F.1.
3. The Board shall provide TTOCs at a rate of one (1) TTOC day per FTE teacher.
4. The Professional Development Fund, as established by this Article, shall be administered by the Mission Teachers' Union. The Union shall be responsible for:
 - a. administering and distributing Professional Development funds, and
 - b. ensuring that Professional Development opportunities are distributed equitably.
5. Teachers Teaching on Call shall have access to the Joint Professional Development Fund through direct application to the Mission Teachers' Union.

ARTICLE F.24: NON-INSTRUCTIONAL DAYS

1. All non-instructional days, as described in this Agreement, shall be used for teacher professional development activities, except as otherwise provided for in this Agreement.
2. Non-instructional days shall be considered as instructional days for salary purposes.
3. The Joint Education Advisory Committee shall make recommendations to the Board for professional development activities and allocation of scheduled non-instructional days. The Board shall not unreasonably refuse to implement the recommendation(s) of the Committee.

ARTICLE F.25: SCHOOL ACCREDITATION

1. The Board and the Union recognize the value of teachers' participation in Ministry-prescribed accreditation and other school assessments.
2. Prior to undertaking an assessment/accreditation each school, through a committee of the whole which shall include all members of that school's teaching and administrative staff, shall strike a steering committee to oversee the process and make recommendations to the school and the Board as required.
3. Schools involved in an assessment/accreditation process shall be provided such resources and support as are provided to the school by the Ministry of Education's funding formula for the assessment/accreditation.
4. Upon approval of the staff committee of the whole, implementation of recommendations arising from an accreditation or assessment shall be the responsibility of the Steering Committee and the school Administrative Officer.
5. An elementary assessment process is voluntary.

ARTICLE F.26: PROFESSIONAL AUTONOMY

1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice, have individual professional autonomy in determining the methods of instruction, the manner and method of record keeping, and the planning and presentation of course materials in the classes of pupils to which they are assigned.
2. Evaluation of students shall primarily be the responsibility of the teacher. If for any reason student evaluation is revised by an authority other than the teacher, that authority shall, on the student's record, take written responsibility for the new mark, comment or grade assignment.

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 also Article G.21 Sick Leave for general sick leave use and accrual]

ARTICLE G.2: COMPASSIONATE CARE LEAVE

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

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

When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:
 - a. one hundred percent (100%) of the employee's current salary for the first week of the leave, and
 - b. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
 - c. Current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.
- 4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
- 5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
- 6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
- 7. Seniority shall continue to accrue during the period of the compassionate care leave.
- 8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

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

ARTICLE G.3: EMPLOYMENT STANDARDS ACT LEAVES

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

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

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

Note: See also Article G.28 Emergency Leave for Family Illness.

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.

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

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), current ward, grandchild or grandparent of an employee (including in-law), and
 - b. any person who lives with an employee as a member of the employee's family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.
 3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 "family member" means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, former ward or guardian or their spouses;
 - b. in relation to an employee's spouse or common-law partner or same-sex partner:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

[See also Article G.4.5.]

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

Local Provisions:

5. In the event of the death of any relative not mentioned in Article G.4.1, or a friend of the teacher, the teacher shall be entitled to special leave for one (1) day, with pay, for the purpose of attending the funeral and additional days, if necessary, at the cost of a TTOC for travel. See also Article G.4.3 for unpaid leave.

ARTICLE G.5: UNPAID DISCRETIONARY LEAVE

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

Implementation:

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

Note: See also Article G.29 Discretionary Leave.

ARTICLE G.6: LEAVE FOR UNION BUSINESS (Not Applicable to Mission)

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Article G.6.1.a and G.6.2 through G.6.10 do not apply in School District No. 75 (Mission). See also Article A.22 Leave for Union Business.]

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

ARTICLE G.7: TTOCs CONDUCTING UNION BUSINESS

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

ARTICLE G.8: TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM

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

ARTICLE G.9: TEMPORARY PRINCIPAL / VICE-PRINCIPAL LEAVE

1. A teacher shall be granted leave upon request to accept a position if the teacher is:
 - a. replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
 - b. their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
3. The vacated teaching position will be posted as a temporary position during this period.
4. Where there are extenuating personal circumstances that extend the leave of the Principal or Vice-Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).
5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
 - a. Teacher Evaluation
 - b. Teacher Discipline

6. Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local Collective Agreement or otherwise agreed to between the parties.

ARTICLE G.10: TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES

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

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

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

ARTICLE G.11: CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

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

ARTICLE G.12: MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS

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

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

ARTICLE G.21: SICK LEAVE

1. Sick leave with pay is earned at the rate of one and one half (1.5) days for each month taught by the teacher in the service of the Board. Part-time teachers shall receive sick leave pro-rated in accordance with percentage of full-time employment.
 - a. Sick leave accumulated by each teacher prior to June 30, 1989 shall continue to be credited to that teacher.
 - b. If a teacher leaves the employ of the Board and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate access to the balance of all sick leave remaining to the credit of the teacher at the time of the cessation of employment.
2. For the purposes of this Article "month taught" shall mean a month in which a teacher is absent for not more than ten (10) teaching days.
3. Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
4. Each year, no less than fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. Teachers commencing employment with the Board shall be granted five (5) additional sick days which shall accrue to them. Teachers commencing employment with the Board during the school year shall then have available to them the pro rata portion of sick leave benefit which would accrue to them for the balance of the school year.
5. In the event that any paid sick leave is advanced and not subsequently earned, the amount advanced shall be repaid by the teacher to the Board.
6. There is no maximum to the number of days of sick leave that may be accumulated but only one hundred and twenty (120) days may be used in one (1) school year.
7. Each teacher shall receive by September 30 and January 31 an accounting of their accumulated sick leave as at August 31 and December 31.
8. Teachers may be required to provide an acceptable medical certificate in relation to any absence due to sickness in excess of five (5) days.

[See also Article G.1 Portability of Sick Leave.]

ARTICLE G.22: MATERNITY LEAVE

1. Short Term Maternity Leave:
 - a. A pregnant teacher shall be granted upon request a leave of absence as provided for in the Employment Standards Act.
 - b. Upon application for maternity leave, the teacher shall be notified by the employer of all rights and responsibilities pertaining to the leave provisions of this Agreement and pertinent legislation.

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

2. Extended Maternity Leave:

- a. Teachers granted short term leave under Article G.22.1.a who choose not to return to work at the expiration of that leave may apply for extended maternity leave, four (4) weeks prior to the start of a semester or term or by May 31 with respect to leave expiring June 30.
- b. Leave shall be granted upon request for a period of up to a maximum of twenty (20) school months, with return to coincide with the commencement of the next following term or semester.
- c. Teachers returning from extended maternity leave shall do so at the commencement of a term or semester and shall notify the Board six (6) weeks in advance except in respect to leave expiring June 30 where notice shall be given by March 31.

3. Use of Sick Leave:

- a. If at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, they shall present the Board with an acceptable medical certificate and shall qualify for their sick leave provisions.
- b. In the event that the medical health officer certifies that there are cases of communicable childhood diseases such as measles, mumps or chicken pox and a pregnant teacher is advised by their doctor to be absent from work because of risk of exposure, the Board will:
 - i. reassign the teacher so that they will be at no greater risk than that present in the community at large, or
 - ii. if the teacher declines reassignment, allow the teacher a choice of a leave of absence at cost of TTOC or from accumulated sick leave.

4. Early Return and Emergency Situations:

- a. In the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may return to duty to a position as similar as is possible to the previous position as designated by the Board, earlier than provided in the agreed-upon leave, which shall extend to the end of the agreed-upon leave.
- b. The teacher intending to make an early return to duty will submit a written application and a medical certificate.
- c. In emergency situations, the teacher's application for leave will be considered on shorter notice.
- d. A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act and the maternity and extended maternity leave provisions of the Agreement.

5. Extended Maternity Leave Benefits:

When a teacher has been granted extended maternity leave the Board will pay its share of all benefit premiums during the first ten (10) months of the period of the leave, if the teacher so requests, and makes suitable arrangements for the continuation of their share of the premiums. During any additional leave, the teacher may elect to pay the full cost of premiums.

6. Adoption:

In the case of adoption, maternity leave shall be granted on request and shall commence from the date of arrival of the child in the home. All the provisions of this section shall apply including all rights guaranteed under the Employment Standards Act. Paid leave up to two (2) days shall be granted to either parent, or both, if both are teachers employed by the Board, for adoption interviews or travelling time. In special circumstances, this leave may be extended at the discretion of the Superintendent.

7. Assignment:

- a. A teacher returning from short-term leave within a school year shall be reassigned to the same position held prior to the leave.
- b. A teacher returning from extended leave shall be assigned to a reasonably comparable position within the District.
- c. These items notwithstanding, a teacher may choose to apply for another position as per Article E.22 (Filling Vacant Positions).

ARTICLE G.23: PARENTHOOD LEAVE

1. A teacher with a dependent child shall be granted upon request, a parenthood leave of absence without pay for:
 - a. a stated period of time as requested by the teacher up to a maximum of twenty (20) school months; or
 - b. a period of time so that the return to duty will coincide with the commencement of a term or semester.
2. Parenthood leave shall be granted upon application to either parent if both are employees of the Board.
3. Parenthood leave shall also be granted in the case of adoption or legal guardianship.
4. Applications for parenthood leave must be submitted to the district at least six (6) weeks prior to the end of the school term preceding the effective start of the leave or by March 31 where the leave is to take effect the next school year.
5. The provisions of Article G.22.2.a, G.22.2.b, G.22.3, G.22.4.c, G.22.7.b and G.22.7.c of the Maternity Leave shall apply.

ARTICLE G.24: PATERNITY LEAVE

1. On the birth of a child or in the case of adoption or legal guardianship, the father may apply for and shall be granted paternity leave with pay up to a maximum of two (2) days.
2. Where other complications such as cesarean section occur and are substantiated by a doctor's certificate, paternity leave for up to an additional five (5) days shall be granted at the cost of a TOC.

ARTICLE G.25: JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS

1. The Board shall grant leave of absence with pay to any employee summoned for jury duty or required to attend any legal proceedings, for the duration of such proceedings. An employee on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of traveling costs or meal allowances.
2. Where an employee is reasonably required to attend proceedings in connection with the interpretation or application of this Agreement, the Board shall grant leave with pay.
3. Where the private affairs of an employee have otherwise occasioned an appearance in legal proceedings, a leave of absence at the cost of a TTOC shall be granted by the Board.

ARTICLE G.26: EDUCATIONAL LEAVE WITHOUT PAY

The Board approves a policy of educational leave for staff improvement to be granted to members of the teaching staff to pursue studies designed to bring new techniques or educational strategies to the Board, or to assist established teachers to refresh and advance their knowledge of method, subject matter or general background for teaching.

The following guidelines will apply:

1. Up to 1% of the FTE teaching staff of School District No. 75 (Mission) may be granted educational leave without pay during any school year.
2. Such educational leave without pay shall not exceed ten (10) months or the equivalent of one (1) school year.
3. Eligibility for educational leave without pay shall be limited to staff members who have completed three (3) consecutive years with School District No. 75 (Mission).
4. Applicants for leave without pay must submit to the Superintendent, a written summary prior to March 31 of each year, indicating the ways in which the requested leave will improve their professional competence and thus benefit the students of School District No. 75 (Mission).
5. If a year's leave of absence is granted for professional improvement for a teacher who has not reached the maximum, one (1) increment shall be granted upon receiving proof of transcript that successful completion of the course was obtained.

ARTICLE G.27: SESSIONAL EDUCATION LEAVE

Upon application to the Superintendent of Schools, leave shall be granted for up to ten (10) teaching days prior to school closing in June for approved study, provided year-end duties are completed, at no cost to the teacher.

ARTICLE G.28: EMERGENCY LEAVE FOR FAMILY ILLNESS

1. In the case of illness in the family of a teacher, and when no other person at the teacher's home can provide for the needs of the ill person, who is living in the home, the teacher shall be entitled, after notifying their administrator, to use up to a maximum of five (5) days sick leave at any one time for this purpose.
2. Should the leave occur on a non-instructional day, there shall be no cost to the teacher.

ARTICLE G.29: DISCRETIONARY LEAVE

Discretionary leave of one (1) day with pay shall be granted to meet a personal need or requirement and an additional discretionary leave of one (1) day at the cost of a TTOC shall be granted each teacher each year. This Article shall not be used for holiday or vacation purposes.

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

ARTICLE G.30: LEAVE FOR ELECTED OFFICE AND COMMUNITY SERVICE

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, they shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, they shall be granted a long term leave of absence.
2. Teachers elected or appointed to municipal or regional district offices or public boards, shall be granted leave of absence, at the cost of a TTOC to a maximum of ten (10) days.
3. At the discretion of the Superintendent, teachers involved in a community service shall be granted, at the cost of a TTOC, leave of absence up to a maximum of ten (10) days in any one school year. Such leave shall not be unreasonably denied.

ARTICLE G.31: WCB LEAVE WITH PAY

1. Where a teacher suffers from a disease or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and they gain compensation under the Workers' Compensation Act, they shall not be required to use their sick leave credit for time lost.
2. All monies received by a teacher by way of compensation for loss of wages under the said Act shall be paid to the Board in return for which the Board shall pay the teacher the full amount of their wages to which they would have been otherwise entitled.

3. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of the disability.

ARTICLE G.32: SELF-FUNDED LEAVE PLAN

1. The Board shall administer a Self-Funded Leave Plan as determined by a separate agreement.
2. The Self-Funded Leave Plan shall be governed by the Benefits Management Committee.
3. The committee shall determine any questions referred to it regarding the operation of the Self-Funded Leave Plan including the selection and election of an eligible investor for the deferred compensation amounts.
4. During the period of leave the teacher shall continue to receive medical, extended health, group life insurance, dental benefit and E.A.P. at full cost to the employee.
5. Where a teacher elects, subject to the applicable pension plan regulations, to establish pensionable service credit for the period of leave, the teacher shall pay the full cost of contributions.
6. Any employee participating in this plan shall not hold responsible the Board for any subsequent actions that might arise to the detriment of the employee for reasons such as investment decisions of the committee, rulings by Revenue Canada concerning taxation questions, etc.
7. The Board agrees to continue its current Deferred Salary Leave Plan for the duration of this Agreement subject to any applicable federal or provincial legislation.

ARTICLE G.33: INCLEMENT WEATHER

When, owing to inclement weather, school buses are cancelled, schools shall be closed and teachers shall be allowed leave of absence with full pay.

ARTICLE G.34: LEAVE OF ABSENCE INCENTIVE PLAN

The Board shall pay a financial incentive to teachers, on the maximum step of the salary scale, to take leaves of absence for personal and professional purposes.

1. The teacher must have a minimum of ten (10) years service with the Mission School Board and the last two (2) years to be continuous active service in the district.
2. For full-time teachers the financial incentive shall be \$10,000 per school year and shall be paid in ten (10) monthly installments beginning on September 30 in the year of the leave. Teachers on a part-time continuing appointment shall receive a pro rata incentive based on the percentage of teaching time at the time of application and payable in ten (10) monthly installments.
3. Subject to eligibility, the teacher may choose to continue coverage of the benefit plans pursuant to Article B.39: Benefits Plans.

4. The Board will grant 1% of FTE teacher staff L.A.I.P. per year. The Board will exercise discretion to approve additional applications for special circumstances.
5. Teachers wishing to apply for L.A.I.P. must notify the Board in writing by the 31st of January in the year they wish to begin the leave. Leave of Absence Incentive Plan approvals will be granted on the basis of first come, first served with preference to full-time employees.
6. This plan is provided on the basis that it is operated at no cost to the Board over the one year period or such longer period as the Board determines.
7. The teacher is expected to advise the Associate Superintendent, Human Resources in writing of their intent to return the following September by March 31.
8. Leave for L.A.I.P. will be considered as time worked for the purposes of seniority calculation.
9. Teachers will only be granted leave for L.A.I.P. once.
10. Teachers may not be employed in a full-time capacity in a public or private school while under the L.A.I. Plan.

ARTICLE G.35: PERSONAL LEAVE

The Board approves a policy of personal leave to be granted to members of the teaching staff. Such a policy is designed to permit a one (1) year period in which to pursue personal interests and/or to permit the employment of teachers on a part-time basis where there is no disadvantage to pupils.

The following guidelines will apply:

1. Upon application, up to 2% of the FTE teaching staff of School District No. 75 shall be granted long term personal leave in excess of five (5) months during any school year.
2. Upon application, teachers may be granted short term personal leave of up to five (5) months.
3. The length of long term personal leave shall be by mutual agreement, shall coincide with the end of a school term or school year, and shall be no more than ten (10) months and no less than five (5) months in duration.
4. Eligibility for personal leave in excess of five (5) months shall be limited to staff members who have completed three (3) consecutive years of service with School District No. 75 (Mission).
5. Applicants for leave must submit to the Associate Superintendent, Human Resources a written request prior to October 31 in each year if the leave is to begin on February 1, and prior to March 31 if the leave is to begin on September 1.
6. In emergency situations, the above timelines will be waived.
7. Teachers granted Personal Leave of five (5) months or less duration may choose to continue benefits in accordance with Article B.39 (Benefit Plans).

ARTICLE G.36: ATHLETIC OR OTHER COMPETITION

Leave of absence shall be granted to a teacher to participate in outside athletic or other competitions. Deduction for such absence shall be made at the rate of a TOC's pay for each day.

ARTICLE G.37: ALL OTHER REASONS

1. For absence with prior approval, a deduction of 1/250th of the teacher's annual salary shall be made for each day's absence.
2. For absence without prior approval, a deduction of 1/200th of the teacher's annual salary shall be made for each day's absence. At the discretion of the Board, a deduction may not be made.

ARTICLE G.38: BENEFITS DURING LEAVE OF ABSENCE

Except as otherwise provided in this Agreement, a teacher on approved leave of absence shall be entitled, if otherwise eligible, to maintain participation in all benefits as provided in the Collective Agreement, provided the teacher pays the full cost of the benefits.

ARTICLE G.39: LEAVE LIMITATIONS

Notwithstanding any provisions in this section, no combination of long-term leaves, except A.21 (President's Leave), A.22.2 (Leave For Union Business), G.21 (Sick Leave), and G.30 (Leave For Elected Office) shall exceed thirty (30) months.

ARTICLE G.40: RELIGIOUS HOLIDAYS

An employee shall be granted, upon request, a maximum of one (1) days' leave of absence per year, at the cost of a TOC, for purposes of religious observance.

ARTICLE G.41: EDUCATIONAL LEAVE WITH PAY

1. The Board shall establish an Educational Leave Fund in the amount of 0.2% of the teachers' salary section of the budget. This shall be the amount budgeted to be available for educational leave in the school year. All funds not used in a given year shall accumulate for use in subsequent years.
2. The Board shall grant educational leave, upon application, to teachers with a minimum of five years' service in the district.
The purpose of the leave may be any of the following:
 - a. formal academic training, regardless of whether it leads to a higher certification;
 - b. studies or programs designed to bring new techniques or educational strategies to the district; or

- c. studies or programs to assist established teachers to refresh and advance their knowledge of method, subject matter or general background for teaching.
- 3. A Joint Committee, comprised of two (2) representatives of the Union and two (2) representatives of the Board, shall consider applications and make recommendations to the Board based on the following criteria, which shall be given equal weight in consideration:
 - a. length of service with Board
 - b. application of the proposed leave activities to classroom instruction
 - c. date of first application for Educational Leave with Pay.
- The Board may accept or reject, but may not alter the committee's recommendations.
- 4. The basic unit of leave shall be one school year, but upon request by the teacher, the committee may recommend any portion of the school year be granted.
- 5. Payments shall be at the rate of 75% of annual salary and paid pursuant to Article B.9 Pay Periods. During the period of leave, the Board shall pay its share of benefit premiums, pursuant to Article B.11.3 Benefits Plans.
- 6. A teacher granted educational leave for less than a year shall receive 75% of salary for the duration of the leave.
- 7. Application will be made by the teacher applying in writing to the Associate Superintendent, Human Resources, stating clearly the particular purpose for the leave and the proposed activities designed to fulfill that purpose.
- 8. Application for full or part year educational leave must be received prior to February 28 of the school year preceding the year for which the leave will be granted. Where funds remain unallocated in any school year, applications may be submitted prior to October 15 for partial year educational leave.
- 9. The Associate Superintendent, Human Resources shall submit the applications to the Joint Committee. The committee shall consider all applications and make a recommendation to the Board as to priority for granting leave. Such recommendation shall be made to the Board prior to March 15, in the case of leaves beginning in September and prior to October 31 for partial year leaves.
- 10. Teachers applying for educational leave will be notified by the Board of acceptance or rejection of their application before March 31 if the leave is requested to begin in September and by November 15 for partial year leaves.
- 11. Teachers selected for leave pursuant to this Article shall give an undertaking to:
 - a. return to the employ of the Board for a minimum of two (2) years
 - b. remain a member of the Union for a minimum of two (2) years

- c. refund on demand, to the Educational Leave Fund, the amount paid by the Board for Educational Leave, if in default of either 12 a) or b), prorated to the length of time in default.
- 12. The period of Educational Leave shall be fully credited for the purpose of earning increments.

SIGNATURES

Signed at Mission, British Columbia, this _____ day of _____, 2025.

Angus Wilson, Superintendent
School District No. 75 (Mission)

Shannon Bowsfield, President
Mission Teachers' Union

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

Clint Johnston, President
British Columbia Teachers' Federation

SECTION H: Appendices

Appendix 1: Joint Education Advisory Committee Terms of Reference

1. General Terms of Reference:

The Joint Education Advisory Committee is a standing committee which will assist the Board and the Union in establishing District priorities for:

- a. the implementation of new curriculum (Provincial and Locally Developed).
- b. priorities and procedures for assessment.
- c. professional development.
- d. promoting the concepts of equality and tolerance

2. Specific Terms of Reference:

The committee will be responsible for making specific recommendations on:

- a. Setting District priorities for the implementation of curriculum on an annual basis and a long term basis
- b. A schedule for the implementation of curriculum
- c. The type and amount of pre-service and in-service required by staff (teachers and Administrative Officers) to implement curriculum
- d. The type and amount of learning resources needed to implement curriculum
- e. The evaluation of existing and new curriculum
- f. The use of criterion-referenced (curriculum-based) tests leading to proposals on policies for the use of such tests, and consideration in the proposal such facts as subjects, grades, implementation schedule, and utilization of results
- g. The use of the results of provincial assessment, leading to proposals for Board and /or school action based on provincial assessment results
- h. Proposals for improving district provincial and scholarship exam results with reference to student participation in examinable subjects; student participation in scholarship exams; and improvement in results in both areas
- i. The use of norm-referenced tests such as the CTBS, leading to a review of the usefulness of such tests, and proposals for future policies
- j. Proposals for curriculum and professional development initiatives to improve student achievement at the school and/or District level

- k. Proposals to support District goals related to instruction on an annual basis for introduction, and a long term basis for maintenance
- l. Proposals to support the implementation of provincial curriculum changes through the initial stages, and the maintenance after the Ministry implementation schedule is complete
- m. Proposals to support the implementation of locally developed courses through the initial stages, and the maintenance after the initial stages have been completed
- n. Proposals for the number, dates and use of available non-instructional days
- o. Proposals for in-service to support pilot projects with new learning resources
- p. Proposals for staff development
- q. Gender parity, by
 - i. Reviewing all curriculum materials that are to be purchased or made by the board to ensure that they are non-sexist.
 - ii. Beginning with the primary level, review, revise, upgrade and broaden classroom materials, library holdings, audio- visual aids and other supplementary materials so that:
 - they more completely include the contributions of females
 - they encourage the development of full equality between females and males
 - iii. Recommending replacement of those materials that consistently show men and women in stereotypical roles
- r. Multiculturalism, by
 - i. Developing an affirmative action plan for the entire school community
 - ii. Recommending a process for the in-service of all District staff
 - iii. Developing a plan to communicate resulting policy to all affected parties
 - iv. Recommending guidelines for the investigation and resolution of alleged incidents of racism
 - v. Developing a plan for an on-going review of all curricula and teaching materials used in the District
 - vi. Developing a plan to increase the availability of, and encourage the use of, multicultural resource materials. In addition, the committee shall consider such other matters as it deems advisable

Appendix 2: The Board's Expectations for TTOCs

1. Arrive in good time. Report to the office and check for the availability of a TTOC information file.
2. Check, if possible, with an Administrative Officer regarding your duties pursuant to Article D.26 (Availability of TTOCs) and supervision and fire drill routines.
3. Check for the location of the day book and follow the classroom teacher's plan book as closely as possible. Make note of areas completed, areas changed and reason for the change.
4. Take attendance and report absences.
5. Begin your class promptly.
6. Maintain a positive learning environment consistent with the principles of effective teaching and insofar as possible, the expectations of both the school and the teacher you are replacing.
7. Act promptly on discipline problems. Maintain order in the classroom by following classroom routines.
8. Have work marked unless the teacher has otherwise requested.
9. Prepare a plan for the next day, including necessary board work and/or materials, unless the teacher has otherwise requested.
10. Leave the classroom and desks neat and tidy.
11. Leave a brief written report for the teacher on how your day went: highlights, problems (if any).
12. Respect the confidential nature of information you receive concerning pupils and teachers.
13. Check-in at the office before leaving and see if you will be needed the next day.

TTOC Evaluation Form

School _____

TTOC Name _____

Date _____

Grade/Subject _____

This evaluation form should be completed by the Administrative Officer following the completion of five consecutive days of service by a TTOC where the teacher requested an evaluation. Except where required, Administrative Officers need only complete one evaluation per TTOC per school year. Please note the form must be signed by both the TTOC and the Administrative Officer. TTOCs may attach a letter of response if they wish.

Considering the circumstances in which the teacher was working performance is judged to be [please check]:

() Satisfactory

() Unsatisfactory

() As Administrative Officer, I did not have sufficient opportunity to make an assessment.

Comments: (Refer to District Expectations of Teachers Teaching on Call):

TTOC's Signature _____ Administrative Officer's Signature _____

(Indicating only that the TTOC Evaluation Form has been read).

Administrative Officer - please send one copy to Associate Superintendent, Human Resources

Appendix 3: Criteria For The Evaluation of Teachers

The following criteria will form the basis of each teacher's report although not all will necessarily be mentioned in the formal written document. It is expected though that all major sections will be commented upon in that report.

1. Instructional Skills

The teacher utilizes a variety of instructional strategies to ensure the educational growth and progress of all pupils by:

- a. establishing appropriate expectations for pupils
- b. expecting and teaching good work habits
- c. employing motivational strategies
- d. presenting lessons in a clear, positive, encouraging manner
- e. making pupils aware of the objectives of the lessons where applicable
- f. actively involving pupils in the lessons being presented
- g. monitoring pupil learning and adjusting instruction
- h. providing for re-teaching where necessary
- i. providing students with feedback on their understanding of the skills being taught.

2. Organization and Management

The teacher organizes and manages the classroom in an effective manner by:

- a. developing routines which maximize teaching and learning
- b. developing routines to carry out such necessary tasks as attendance, marks and progress reports
- c. preparing for all lessons and activities by:
 - i. demonstrating evidence of daily and long term planning
 - ii. ensuring that lesson objectives are clear, appropriate to the class grouping and that activities directly relate to the objectives
 - iii. ensuring that lessons and units of study are in accordance with curriculum guides
- d. developing strategies and procedures for ongoing pupil assessment

- e. maintaining a classroom tone which promotes learning by:
 - i. having a classroom where mutual respect is fostered
 - ii. establishing expectations for appropriate classroom behaviour, including appropriate consequences.
 - iii. disciplining students in a positive, fair, consistent manner
 - iv. handling disruptive situations as efficiently as possible.
3. Classroom Environment
- The teacher maintains a classroom conducive to learning by:
- a. maintaining a positive relationship with and among students
 - b. maintaining organization of the room
 - c. arranging the classroom so as to allow for varied instructional groupings such as individual, small group and whole class instruction
 - d. arranging for appropriate displays and interest areas
 - e. organizing and using equipment and materials safely
4. Communications and Professionalism
- a. The teacher ensures that they have sufficient current knowledge of content and strategies for their grade/class.
 - b. The teacher fosters open and constructive communications with students, parents and staff.
 - c. The teacher gives full consideration to constructive suggestions that are brought to the teacher's attention during the course of the formal evaluation process as specified in E.26 (Evaluation of Teaching).
 - d. The teacher operates within the guidelines set out by Board Policy.

Appendix 4: Protocol for Closure of Schools

This protocol shall apply when teachers invoke their right not to work behind a picket line, in accordance with Article A.32 (Picket Line Protection). Nothing in this protocol shall be interpreted as requiring a teacher to cross a picket line.

1. Instruction will cease and teachers will assist in the safe, orderly closure of the school, according to the following procedure.
2. Emergency supervision of students shall be provided at a ratio of 1 educator per 50 students. The first educator(s) will be the Administrative Officer(s). The next educator will be the Teacher-In-Charge. The remaining supervision shall be supplied by decision of the Staff Committee (at the same ratio).
3. Supervising teachers shall leave proportionally as students leave, in inverse order of the above list.
4. All teachers are paid until the last member leaves.

Appendix 5: Definition of Credits for Category 5+

1. Category 5+ is defined as 6 complete years of university credit, but not including a Master's degree. For example, 1 year credit beyond Category 5 is 15 credits at U Vic; 30 credits at UBC; 30 credits at SFU, 18 credits at SDSU or 45 credits at U Wash.
2. Courses must be relevant to a degree used in teaching.
3. Courses shall not be the courses used for Category 5 certification.
4. Courses shall be senior level courses, numbered 300 or higher, except courses which are part of a diploma/degree program or which are required as a prerequisite.
5. Teachers must apply in writing and provide an official university transcript of relevant university credit to the Associate Superintendent, Human Resources, for payment under this Article. Payment shall be from the first day of the month following application date.
6. Teachers whose courses are not approved may submit the matter for final decision to the grievance process through the Union.

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

Signed this 8th day of March, 2013

Appendix 1 PROVINCIAL MATTERS
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Appendix 1 – Provincial Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

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

Section D – Working Conditions

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

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

Section E – Personnel Practices

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

Section F – Professional Rights

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

4. School Accreditation and Assessment
5. Professional Autonomy
6. Responsibilities – Duties of Teachers

Section G – Leaves of Absence

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

January 22, 2021 - Provincial Matters

Revised with housekeeping 28th day of October, 2022

Appendix 2 LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

Section C – Employment Rights

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

4. *Posting & Filling Vacant Positions*

Section D – Working Conditions

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

Section E – Personnel Practices

1. Posting and Filling Vacant Position
 1. *Offer of Appointment to District*
 2. *Assignments*
 3. *Job Sharing*
 4. *Posting Procedures – Filling*
 5. *Posting & Filling Vacant Positions – School Reorganization*
 6. *Transfer: Board Initiated Transfers, Transfer related to Staff Reduction*
 7. *Creation of New Positions*
 8. *Job Description*
2. Definition of Positions and Assignments
3. Personnel Files
4. School Act Appeals
5. Input into Board Policy
6. No Discrimination
7. Multiculturalism
8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum B)
10. Parental Complaints, Public Complaints

Section F – Professional Rights

1. Professional Development Committee as related to funding control (Note: see also Addendum C)
2. Committees

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

Section G – Leaves of Absence

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

January 22, 2021 - Local Matters.

Revised with housekeeping 28th day of October, 2022

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

Signed this 25th day of October 1995

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

Concerning Selection of Administrative Officers

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

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

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

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

Signed this 11th day of December 1996.

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

Professional Development

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

Teacher Assistants:

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

Professional Development:

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

Signed this 23rd day of April 1997.

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

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

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

Signed this 7th day of October 1997.

LETTER OF UNDERSTANDING No. 2

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Agreed Understanding of the Term Teacher Teaching on Call

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

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

Signed this 25th day of June, 2012

Revised with housekeeping 28th day of October, 2022

LETTER OF UNDERSTANDING No. 3. a

Between

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

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

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

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

Does not apply in School District No. 75 (Mission).

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

The parties agree that the amounts paid to employees at June 30, 2013, pursuant to the "Rate of Pay Maintenance" provisions of the Letter of Understanding (June 25, 2002) shall continue. Those same amounts shall be increased by the same percentage increases as are applied to the Column A salary grids in the applicable district.

Signed this 10th day of April, 2013

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Indigenous Peoples

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

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

Signed this 28th day of October, 2022

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

Does not apply in School District No. 75 (Mission).

LETTER OF UNDERSTANDING No. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

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

Signed this 26th day of March, 2020

LETTER OF UNDERSTANDING No. 7

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports), for the purpose of porting, the teacher will be limited to a maximum of 1 years seniority for each year.
4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.
5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Signed this 26th day of March, 2020

Revised with housekeeping 28th day of October, 2022

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

LETTER OF UNDERSTANDING No. 8

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed March 26, 2020

Revised with housekeeping 28th day of October, 2022

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

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

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

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

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.
7. As of September 1, 2022, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
 - a. Vancouver Teachers' Federation [VSTA, VEAES]¹ / SD No. 39 (Vancouver)
 - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)

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

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

Signed this 26th day of November, 2012

Revised with housekeeping 28th day of October, 2022

Appendix A to Letter of Understanding No. 9

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

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

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

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

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

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

Does not apply in School District No. 75 (Mission).

LETTER OF UNDERSTANDING NO. 11

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experience earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.
7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Article C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).
8. Once transferred, the previous local Collective Agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).

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

Example:

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

Signed this 22nd day of April, 2015

Revised with housekeeping 28th day of October, 2022

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

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

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

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

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

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

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

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

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

Teacher Signature

Date Signed

District Receipt Confirmed

Date of Receipt

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

LETTER OF UNDERSTANDING NO. 12

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

1. All students are entitled to equitable access to learning, achievement and the pursuit of excellence in all aspects of their education. The Parties are committed to providing all students with special needs with an inclusive learning environment which provides an opportunity for meaningful participation and the promotion of interaction with others. The implementation of this Letter of Understanding shall not result in any student being denied access to a school educational program, course, or inclusive learning environment unless the decision is based on an assessment of the student's individual needs and abilities.

Schedule "A" of All Restored Collective Agreement Provisions

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

Agreement to be Implemented

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

II. NON-ENROLLING TEACHER STAFFING RATIOS

4. All language pertaining to learning specialists shall be implemented as follows:
 - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
 - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
 - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
 - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;
 - iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
 - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
 - B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
 - C. Where a local Collective Agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local Collective Agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).

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

III. PROCESS AND ANCILLARY LANGUAGE

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

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

- A. Kindergarten classes shall not exceed 20 students;
 - B. Grade 1 classes shall not exceed 22 students;
 - C. Grade 2 classes shall not exceed 22 students;
 - D. Grade 3 classes shall not exceed 22 students.
- 7. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.

8. Where there is a combined primary/intermediate class, an average of the maximum class size of the lowest involved primary grade and the maximum class size of the lowest involved intermediate grade will apply.

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

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

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

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

“A” to this Letter of Understanding. The Parties commit to reviewing this provincial approach in the 2022 round of negotiations.

Best Efforts to Be Made to Achieve Compliance

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

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

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

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

- School District 10 (Arrow Lakes)
 - School District 35 (Langley)
 - School District 49 (Central Coast)
 - School District 67 (Okanagan-Skaha)
 - School District 74 (Gold Trail)
 - School District 82 (Coast Mountain)
 - School District 85 (Vancouver Island North)
- E. Renegotiating the terms of existing lease or rental contracts that restrict the School District’s ability to fully comply with the restored Collective Agreement provisions regarding class size and composition;
 - F. Completing the post-and-fill process for all vacant positions.

Non-Compliance

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

- compelling family issues;
- sibling attendance at the same school;
- the age of the affected student(s);
- distance to be travelled and/or available transportation;
- safety of the student(s);
- the needs and abilities of individual student(s);
- accessibility to special programs and services;
- anticipated student attrition;
- time of year;
- physical space limitations;
- teacher recruitment challenges.

Remedies for Non-Compliance

16. Where a School District has, as per paragraph 14 above, made best efforts to achieve full compliance with the restored Collective Agreement provisions regarding class size and composition, but has not been able to do so:

A. For classes that start in September, the District will not be required to make further changes to the composition of classes or the organization of the school after September 30 of the applicable school year. It is recognized that existing “flex factor” language that is set out in the restored Collective Agreement provisions will continue to apply for the duration of the class.

For classes that start after September, the District will not be required to make further changes to the composition of classes or the organization of schools after 21 calendar days from the start of the class. It is recognized that existing “flex factor” language that is set out in the restored Collective Agreement provisions will continue to apply for the duration of the class.

B. Teachers of classes that do not comply with the restored class size and composition provisions will become eligible to receive a monthly remedy for non-compliance effective October 1st (or 22 calendar days from the start of the class) as follows:

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

V = the value of the additional compensation;

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

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

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

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

- C. Once the value of the remedy has been calculated, the teacher will determine which of the following remedies will be awarded:
- i) Additional preparation time for the affected teacher;
 - ii) Additional non-enrolling staffing added to the school specifically to work with the affected teacher's class;
 - iii) Additional enrolling staffing to co-teach with the affected teacher;
 - iv) Other remedies that the local parties agree would be appropriate.

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

Dated this 26th day of March 2020.

Revised with housekeeping 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Committee to Discuss Indigenous Peoples Recognition and Reconciliation

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

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

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

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

The committee will:

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

Signed this 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 14

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

Employees in School Districts No. 61 (Greater Victoria), No. 64 (Gulf Islands), No. 85 (Vancouver Island North), No. 92 (Nisga'a), and No. 93 (Conseil Scolaire Francophone de la Colombie-Britannique) who have leaves in excess of those provided for in G. 11 *Cultural Leave of Aboriginal Employees* shall maintain those leaves.

For clarification, the new leave provisions of Article G.11 are not in addition to the current provisions contained in local Collective Agreements.

Signed this 26th day of March, 2020

LETTER OF UNDERSTANDING NO. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Structural Review Committees

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

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

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

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

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

2. Review of local bargaining trial procedure

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

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

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

Signed this 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 16

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Benefits Improvements

1. The parties agree to benefits improvements to the standardized Provincial Extended Health Benefits Plan in the following amounts, effective January 1, 2023:
 - a. add registered clinical counsellors and registered social workers to the existing Psychologist coverage and increase the combined total to \$1200 per year;
 - b. in Appendix A to LOU #9 (Re: Provincial Extended Health Benefit Plan), rename the grouping of "Psychologist" coverage to "Counselling Services";
 - c. include coverage for the Dexcom Continuous Glucose Monitor;
 - d. increase Chiropractic coverage to \$1000;
 - e. increase Massage Therapist coverage to \$1000;
 - f. increase Physiotherapist coverage to \$1000; and
 - g. increase Acupuncturist coverage to \$1000.
2. The parties further agree to enter into discussion around the allocation of:
 - a. Effective July 1, 2023 \$1,500,000 of ongoing money
 - b. Effective July 1, 2024 an additional \$2,000,000 of ongoing money

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

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

Signed this 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Employment Equity – Groups That Face Disadvantage

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

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

The parties therefore agree that:

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

Signed this 28th day of October, 2022

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