

**WORKING DOCUMENT**

**PROVINCIAL COLLECTIVE AGREEMENT**

**- BETWEEN -**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION /  
THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 92 (NISGA'A)**

**(The "Employer")**

**- AND -**

**BRITISH COLUMBIA TEACHERS' FEDERATION /  
NISGA'A TEACHERS' UNION**

**(The "Local")**

**Effective July 1, 2022 to June 30, 2025**

**AS IT APPLIES IN S.D. #92 (NISGA'A)**

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 document would be applicable

**Acknowledgement of Traditional Territories**

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

# TABLE OF CONTENTS

<b>TABLE OF CONTENTS.....</b>	<b>2</b>
PURPOSE .....	6
<b>SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP .....</b>	<b>7</b>
ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION .....	7
ARTICLE A.2 RECOGNITION OF THE UNION .....	8
ARTICLE A.3 MEMBERSHIP REQUIREMENT .....	8
ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION .....	9
ARTICLE A.5 COMMITTEE MEMBERSHIP .....	9
ARTICLE A.6 GRIEVANCE PROCEDURE .....	10
ARTICLE A.7 EXPEDITED ARBITRATION .....	14
ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS .....	15
ARTICLE A.9 LEGISLATIVE CHANGE.....	15
ARTICLE A.10 LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS ACT .....	16
ARTICLE A.20 MANAGEMENT RIGHTS (L).....	16
ARTICLE A.21 DEFINITIONS (PL).....	17
ARTICLE A.22 COPY OF AGREEMENT (PL) .....	18
ARTICLE A.23 BULLETIN BOARDS (P) .....	18
ARTICLE A.24 DISTRICT INTER SCHOOL MAIL SERVICE (L).....	18
ARTICLE A.25 EXCLUSIONS (PL).....	18
ARTICLE A.26 USE OF SCHOOL FACILITIES (L) .....	18
ARTICLE A.27 SCHOOL STAFF COMMITTEE (PL) .....	19
ARTICLE A.28 ACCESS TO INFORMATION (L).....	19
ARTICLE A.29 STAFF ORIENTATION (PL).....	20
ARTICLE A.30 PICKET LINE PROTECTION (L) .....	20
ARTICLE A.31 NTU SCHOOL STAFF REPRESENTATIVES (L) .....	20
ARTICLE A.32 CONTRACTING OUT (PL).....	21
ARTICLE A.33 TEACHER ASSISTANTS (L).....	21
<b>SECTION B SALARY AND ECONOMIC BENEFITS .....</b>	<b>22</b>
ARTICLE B.1 SALARY .....	22
ARTICLE B.2 TTOC PAY AND BENEFITS .....	25
ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION .....	27
ARTICLE B.4 EI REBATE .....	27
ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN .....	27
ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE .....	28
ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS.....	29
ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN .....	29
ARTICLE B.9 PAY PERIODS .....	30
ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE .....	31
ARTICLE B.11 BENEFITS .....	31
ARTICLE B.12 CATEGORY 5+ .....	34
ARTICLE B.13 BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL PSYCHOLOGISTS' PROFESSIONAL FEES .....	35
ARTICLE B.14 EXPERIENCE RECOGNITION .....	35
ARTICLE B.20 CATEGORY ADDITION (PL) .....	35
ARTICLE B.21 PLACEMENT ON SCALE (PL) .....	36
ARTICLE B.22 INCREMENT DATES (PL) .....	37
ARTICLE B.23 DEFINITION OF EXPERIENCE (PL).....	37
ARTICLE B.24 PART MONTH PAYMENT AND DEDUCTIONS (PL).....	37
ARTICLE B.25 TEACHER IN CHARGE (PL).....	38
ARTICLE B.26 POSITIONS OF SPECIAL RESPONSIBILITY (PL) .....	38
ARTICLE B.27 MOVING ALLOWANCE (PL).....	38

ARTICLE B.28	ISOLATION ALLOWANCE (PL) .....	39
ARTICLE B.29	WORKERS' COMPENSATION BOARD BENEFITS (PL) .....	40
ARTICLE B.30	INDUSTRIAL FIRST AID PREMIUMS (PL) .....	40
ARTICLE B.31	BASIC SALARY PROTECTION (PL) .....	40
ARTICLE B.32	PAYMENT FOR WORK BEYOND REGULAR WORK YEAR (PL) .....	41
ARTICLE B.33	DEATH BENEFITS (PL) .....	41
ARTICLE B.34	HOUSING (PL).....	41
<b>SECTION C</b>	<b>EMPLOYMENT RIGHTS .....</b>	<b>42</b>
ARTICLE C.1	RESIGNATION .....	42
ARTICLE C.2	SENIORITY .....	42
ARTICLE C.3	EVALUATION .....	45
ARTICLE C.4	TTOC EMPLOYMENT .....	45
ARTICLE C.20	LAYOFF RECALL AND SEVERANCE PAY (PL).....	45
ARTICLE C.21	DISMISSAL AND DISCIPLINE FOR MISCONDUCT; JUST AND REASONABLE CAUSE, DUE PROCESS .....	48
ARTICLE C.22	TERMINATION FOR UNSATISFACTORY TEACHER PERFORMANCE (PL) .....	49
ARTICLE C.23	TEMPORARY TEACHERS (PL) .....	50
ARTICLE C.24	PART-TIME TEACHER EMPLOYMENT RIGHTS (PL) .....	51
<b>SECTION D</b>	<b>WORKING CONDITIONS .....</b>	<b>52</b>
ARTICLE D.1	CLASS SIZE AND TEACHER WORKLOAD .....	52
ARTICLE D.2	CLASS COMPOSITION AND INCLUSION .....	52
ARTICLE D.3	NON-ENROLLING STAFFING RATIOS .....	54
ARTICLE D.4	PREPARATION TIME.....	54
ARTICLE D.5	MIDDLE SCHOOLS .....	54
ARTICLE D.6	ALTERNATE SCHOOL CALENDAR.....	56
ARTICLE D.20	INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION.....	57
ARTICLE D.21	STAFF MEETINGS (L).....	57
ARTICLE D.22	SUPERVISOR DUTIES – NOON (PL) .....	58
ARTICLE D.23	REGULAR WORK YEAR FOR TEACHERS (PL).....	58
ARTICLE D.24	DURATION OF SCHOOL DAY (PL) .....	59
ARTICLE D.25	TEACHERS DAILY INSTRUCTIONAL HOURS (PL) .....	59
ARTICLE D.26	EXTRA-CURRICULAR ACTIVITIES (L).....	59
ARTICLE D.27	HEALTH AND SAFETY COMMITTEE (L).....	59
ARTICLE D.28	HAZARDOUS MATERIALS (L) .....	60
ARTICLE D.29	BEGINNING TEACHERS (PL) .....	60
ARTICLE D.30	TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS (L).....	61
ARTICLE D.31	HOME EDUCATION (PL).....	61
ARTICLE D.32	TECHNOLOGICAL CHANGE (PL) .....	61
ARTICLE D.33	BUDGET (L).....	61
ARTICLE D.34	TEACHER IN CHARGE.....	61
<b>SECTION E</b>	<b>PERSONNEL PRACTICES .....</b>	<b>63</b>
ARTICLE E.1	NON-SEXIST ENVIRONMENT .....	63
ARTICLE E.2	HARASSMENT/SEXUAL HARASSMENT .....	63
ARTICLE E.20	PROFESSIONAL RELATIONS COMMITTEE (L) .....	68
ARTICLE E.21	RACISM (L) .....	69
ARTICLE E.22	APPOINTMENT TO TEACHING STAFF OF SD #92 (PL).....	69
ARTICLE E.23	POSTING AND FILLING VACANT POSITIONS (PL).....	70
ARTICLE E.24	TEACHER TRANSFERS (PL).....	70
ARTICLE E.25	ASSIGNMENT IN SCHOOL (PL).....	72
ARTICLE E.26	EVALUATION OF TEACHERS (PL) .....	72
ARTICLE E.27	NO DISCRIMINATION (L).....	74
ARTICLE E.28	PERSONNEL FILES (L) .....	74
ARTICLE E.29	SCHOOL ACT APPEALS (L).....	75

ARTICLE E.30	FALSELY ACCUSED EMPLOYEE ASSISTANCE (PL) .....	76
<b>SECTION F</b>	<b>PROFESSIONAL RIGHTS.....</b>	<b>77</b>
ARTICLE F.1	PROFESSIONAL DEVELOPMENT FUNDING .....	77
ARTICLE F.20	NON-INSTRUCTIONAL DAYS (PL) .....	77
ARTICLE F.21	PROFESSIONAL DEVELOPMENT (PL & L) .....	78
ARTICLE F.22	CURRICULUM CHANGE/IMPLEMENTATION (PL).....	79
ARTICLE F.23	SCHOOL ACCREDITATION (PL) .....	79
ARTICLE F.24	PROFESSIONAL AUTONOMY (PL) .....	79
ARTICLE F.25	FIRST NATIONS CURRICULUM (L) .....	80
<b>SECTION G</b>	<b>LEAVES OF ABSENCE .....</b>	<b>81</b>
ARTICLE G.1	PORTABILITY OF SICK LEAVE.....	81
ARTICLE G.2	COMPASSIONATE CARE LEAVE.....	81
ARTICLE G.3	EMPLOYMENT STANDARDS ACT LEAVES .....	83
ARTICLE G.4	BEREAVEMENT LEAVE .....	83
ARTICLE G.5	UNPAID DISCRETIONARY LEAVE.....	84
ARTICLE G.6	LEAVE FOR UNION BUSINESS .....	85
ARTICLE G.7	TTOCS CONDUCTING UNION BUSINESS .....	85
ARTICLE G.8	TTOCS – CONDUCTING UNION BUSINESS NEGOTIATING TEAM .....	85
ARTICLE G.9	TEMPORARY PRINCIPAL / VICE-PRINCIPAL LEAVE.....	86
ARTICLE G.10	TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES .....	86
ARTICLE G.11	CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES .....	87
ARTICLE G.12	MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS .....	87
ARTICLE G.20	PRESIDENT’S RELEASE TIME (PL) .....	87
ARTICLE G.21	LEAVE FOR NTU AND BCTF BUSINESS (PL) .....	88
ARTICLE G.22	LEAVE FOR NEGOTIATIONS (PL) .....	88
ARTICLE G.23	PARENTHOOD LEAVE (L).....	89
ARTICLE G.24	PATERNITY LEAVE (PL) .....	89
ARTICLE G.25	ADOPTION LEAVE (PL) .....	89
ARTICLE G.26	MATERNITY LEAVE (PL & L).....	89
ARTICLE G.27	SICK LEAVE (PL) .....	90
ARTICLE G.28	DISCRETIONARY LEAVE (PL) .....	91
ARTICLE G.29	LEAVE FOR ELECTED OFFICE (PL) .....	92
ARTICLE G.30	JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS (PL) .....	92
ARTICLE G.31	GENERAL LEAVE (PL).....	92
ARTICLE G.32	EMERGENCY LEAVE FOR CHILD AND FAMILY MEMBER ILLNESS (PL) .....	93
ARTICLE G.33	EDUCATIONAL LEAVE (PL) .....	93
ARTICLE G.34	PERSONAL LEAVE (PL) .....	94
ARTICLE G.35	CULTURAL LEAVE (L) .....	94
<b>SIGNATURES.....</b>		<b>95</b>
<b>LOCAL LETTERS OF UNDERSTANDING.....</b>		<b>96</b>
LETTER OF UNDERSTANDING .....		96
LETTER OF UNDERSTANDING NO. 1 .....		97
Re: Designation of Provincial and Local Matters.....		97
Appendix 1 – Provincial Matters.....		98
Appendix 2 – Local Matters.....		104
LETTER OF UNDERSTANDING NO. 2 .....		109
Re: Agreed Understanding of the Term Teacher Teaching on Call .....		109
LETTER OF UNDERSTANDING NO. 3. A.....		110
Re: Section 4 of Bill 27 Education Services Collective Agreement Act.....		110
LETTER OF UNDERSTANDING NO. 3.B.....		111
Re: Section 27.4 Education Services Collective Agreement Act .....		111

LETTER OF UNDERSTANDING NO. 4 .....	112
Re: Employment Equity – Indigenous Peoples .....	112
LETTER OF UNDERSTANDING NO. 5 .....	113
Re: Teacher Supply and Demand Initiatives .....	113
LETTER OF UNDERSTANDING NO. 6 .....	117
Re: Article C.2. – Porting of Seniority – Separate Seniority Lists .....	117
LETTER OF UNDERSTANDING NO. 7 .....	119
Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave Simultaneously Holding Part-Time Appointments in Two Different Districts .....	119
LETTER OF UNDERSTANDING NO. 8 .....	121
Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List .....	121
LETTER OF UNDERSTANDING NO. 9 .....	123
Re: Provincial Extended Health Benefit Plan .....	123
Appendix A to Letter of Understanding No. 9 .....	125
LETTER OF UNDERSTANDING NO. 10.....	127
Re: Recruitment and Retention for Teachers at Beaverdell and Big White Elementary Schools .....	127
LETTER OF UNDERSTANDING NO. 11.....	128
Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District .....	128
TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST – FORM A.....	130
Re: August 31 <sup>st</sup> transfers for TTOC experience accrued up to and including June 30 <sup>th</sup> .....	130
TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST – FORM B .....	131
Re: December 31 <sup>st</sup> transfers for TTOC experience accrued up to and including November 15 <sup>th</sup> .....	131
LETTER OF UNDERSTANDING NO. 12.....	132
Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language .....	132
LETTER OF UNDERSTANDING NO. 13.....	140
Re: Committee to Discuss Indigenous Peoples Recognition and Reconciliation .....	140
LETTER OF UNDERSTANDING NO. 14.....	141
Re: Cultural Leave for Aboriginal Employees .....	141
LETTER OF UNDERSTANDING NO. 15.....	142
Re: Structural Review Committees .....	142
1. Tri-partite sub-committee to review the split-of-issues .....	142
2. Review of local bargaining trial procedure .....	142
LETTER OF UNDERSTANDING NO. 16.....	143
Re: Benefits Improvements .....	143
LETTER OF UNDERSTANDING NO. 17.....	144
Re: Employment Equity – Groups That Face Disadvantage .....	144
INDEX .....	146

## PURPOSE

- P1. Both parties declare that the primary purpose is to provide the highest quality education to all students in School District No. 92 (Nisga'a); that one of its objectives is to promote the effective and efficient operation of this School District recognizing the parties' responsibilities and obligations to each other; and that both parties desire to maintain an harmonious relationship and believe the expeditious settlement of disputes will facilitate the realization of this aim.
- P2. This Agreement is made pursuant to and governed by the *School Act*, the *Labour Relations Code* and the *Public Education Labour Relations Act*. In the event of conflict between this Agreement and those acts and regulations, the legislation shall apply.

## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

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

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

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

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

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

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

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

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

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

- A.4.1        The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
- A.4.2        At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
- A.4.3        The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
- A.4.4        The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
- A.4.5        The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

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

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

- A.5.4 When a TTOC is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the TTOC shall be paid pursuant to the provisions in each district respecting TTOC Pay and Benefits. A TTOC attending a “half-day” meeting shall receive a half-day’s pay. If the meeting extends past a “half-day,” the TTOC shall receive a full-day’s pay.

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

### **A.6.1 Preamble**

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

### **Steps in Grievance Procedure**

#### **A.6.2 Step One**

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

#### **A.6.3 Step Two**

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

#### **A.6.4     Step Three**

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

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

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

#### **A.6.5     Omitting Steps**

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

#### **A.6.6     Referral to Arbitration: Local Matters**

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

#### **A.6.7     Referral to Arbitration: Provincial Matters**

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

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

#### **A.6.8 Arbitration (Conduct of)**

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

- ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
- iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

#### **A.6.9 General**

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

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

### **A.7.1        Scope**

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

### **A.7.2        Process**

- a.        The grievance shall be referred to one of the following arbitrators:
  - i.        Mark Brown
  - ii.       Irene Holden
  - iii.       Chris Sullivan
  - iv.       Elaine Doyle
  - v.        Judi Korbin
  - vi.       John Hall
- b.        The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c.        Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d.        If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e.        The written submissions shall not exceed ten (10) pages in length.
- f.        As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel.
- g.        The parties will use a limited number of authorities.
- h.        The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i.        Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.

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

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

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

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

- A.9.1 In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.

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

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

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

#### **ARTICLE A.20      MANAGEMENT RIGHTS (L)**

The NTU recognizes and affirms the right and responsibility of the Board to manage and operate the school district, and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board, except as otherwise specifically provided in this agreement or applicable legislation.

## **ARTICLE A.21      DEFINITIONS (PL)**

### **A.21.1      TEACHER (PL)**

- a.      A Teacher shall mean a Teacher as defined in the School Act.
- b.      A continuing Teacher shall mean a Teacher appointed by the Board for an indefinite period.
- c.      A Temporary Teacher shall mean a Teacher appointed by the Board for a specific period in accordance with the terms of Article C.23 of this Agreement.
- d.      A Teacher Teaching on Call shall mean a Teacher hired by the Board on a day-to-day basis who shall be subject only to Article B.2 of this Agreement.

### **A.21.2      N.T.U. (PL)**

Shall mean Nisga'a Teachers' Union, a local of the British Columbia Teachers' Federation which is certified under the *Labour Relations Code* to represent the teachers employed by the Board.

### **A.21.3      BOARD (PL)**

The "Board" shall mean the Board of Education, School District Number 92 (Nisga'a).

### **A.21.4      BCTF (P)**

Shall mean the British Columbia Teachers' Federation.

### **A.21.5      SUPERINTENDENT (P)**

Shall mean the Superintendent of Schools or their authorized delegate employed by the Board.

### **A.21.6      A.O. (P)**

Shall mean an Administrative Officer employed by the Board.

### **A.21.7      P (added to clause designation/code)**

Shall mean Provincial Matters clause.

### **A.21.8      L (added to a clause designation/code)**

Shall mean Local Matters clause.

### **A.21.9      PL (added to a clause designation/code)**

Shall mean Provincial Matter with a local clause (rolled over).

**A.21.10 PROFESSIONAL DEVELOPMENT**

Shall mean activities initiated by teachers for individual professional development, or by the professional development committee.

**A.21.11 INSERVICE AND/OR STAFF DEVELOPMENT**

Shall mean activities initiated by the school administration or the school board.

**ARTICLE A.22 COPY OF AGREEMENT (PL)**

The Board and NTU shall share equally in providing a digital copy of this Agreement in the form approved to each teacher employed in the district within thirty (30) teaching days of the signing of the final Agreement. Regarding any binding agreement, the district shall post a digital version on the website at all times, and the NTU shall distribute digital versions to all members through email at the start of each school year.

**ARTICLE A.23 BULLETIN BOARDS (P)**

A Bulletin Board will be provided by the Board in the staffroom of each school for use by NTU officials.

**ARTICLE A.24 DISTRICT INTER SCHOOL MAIL SERVICE (L)**

The NTU is entitled to reasonable use of the district inter school mail service.

**ARTICLE A.25 EXCLUSIONS (PL)**

A.25.1 Any position that is included in the bargaining unit shall not be excluded without the agreement of the parties.

A.25.2 When new teaching positions are offered within the District, the Board shall notify the NTU, discuss such position, and upon request shall provide a written job description of the new position.

**ARTICLE A.26 USE OF SCHOOL FACILITIES (L)**

A.26.1 The NTU shall have the right to use school buildings, facilities and equipment upon advance notice to the AO, and subject to Board Policy governing community use of schools.

## **ARTICLE A.27      SCHOOL STAFF COMMITTEE (PL)**

- A.27.1      A school staff shall have the right to establish, by September 30 of each year, a Staff Committee in each school.
- A.27.2      The role of the staff committee is to provide an additional avenue of consultation and to foster communication between the school staff and the school administration.
- A.27.3      School Staff committees shall be responsible for their own procedures.
- A.27.4      The Staff Committee may meet to discuss issues relating to the teaching staff of the school. Any member of the school staff may bring forward an issue for discussion by the Staff Committee at any time.
- A.27.5      The school administration shall consider all recommendations made by the staff committee, as approved by a majority of the school staff.
- A.27.6      Should the school administration choose not to implement such recommendation or recommendations, the principal will so advise the school staff of the reasons at its next meeting.
- A.27.7      A decision by the school administration not to implement a recommendation of the Staff Committee is not subject to the grievance procedure and arbitration process contained in A.6 (Grievance and Procedure).
- A.27.8      The functioning of the School Staff Committee shall not contravene the authority and responsibility of the principal or the board as set out in the School Act and Regulations.
- A.27.9      If the recommendations are not implemented, the School Staff Committee may bring the matter to the Professional Relations Committee.

## **ARTICLE A.28      ACCESS TO INFORMATION (L)**

- A.28.1      The Board, upon request by the NTU, agrees to make available information including, but not limited to:
- a.      public information including annual financial reports and audits;
  - b.      a list of teachers, showing their names, addresses, staff assignment, certification, and salary grid placement;
  - c.      agenda and minutes of Public Board Meetings;
  - d.      job postings, transfers, hiring, resignations, retirements, discharges and suspensions as they occur;
  - e.      other information as provided elsewhere in this agreement.

## **ARTICLE A.29      STAFF ORIENTATION (PL)**

A.29.1      The Board shall sponsor an orientation day for all teachers within 30 days of commencing duties. The planning and scheduling for orientation shall be decided upon by the Superintendent and the Pro D Chairperson prior to May 31. The Board shall provide and/or pay for transportation and refreshments.

## **ARTICLE A.30      PICKET LINE PROTECTION (L)**

A.30.1      All teachers covered under this Agreement shall have the right to refuse to cross or refuse to work behind a legal picket line as defined by the Labour Relations Code. Any teachers failing to report for duty for this reason shall be considered to be absent without pay and this absence shall not be grounds for disciplinary action by the Board.

A.30.2      The Board shall not request or direct teachers to do work or carry out duties normally performed by non-teaching employees engaged in a lawful strike or lockout.

## **ARTICLE A.31      NTU SCHOOL STAFF REPRESENTATIVES (L)**

A.31.1      The Board recognizes school staff representatives elected in accordance with NTU procedures.

A.31.2      School staff representatives shall have the right to convene meetings for members of the NTU in the schools, subject to the provisions of Article A.26.

A.31.3      When an AO schedules a meeting with a teacher during school hours dealing with discipline, and the teacher concerned requests the attendance of the school staff representative, the school staff representative shall have the right, after consultation with the AO, to attend the meeting without loss of pay.

A.31.4      School staff representatives involved in a grievance or arbitration proceeding shall be granted leave of absence from teaching duties upon application to the superintendent to attend such proceedings, without loss of pay. The NTU shall reimburse the Board for any substitute costs incurred. Grievance meetings, except in emergent circumstances, shall be held outside of teaching hours. Arbitration proceedings shall be scheduled by the arbitrator.

## **ARTICLE A.32      CONTRACTING OUT (PL)**

- A.32.1      Except with approval of the Union, the Board shall not contract out work normally and regularly performed by teachers in the bargaining unit. Such approval shall not be unreasonably withheld.
- A.32.2      The parties agree that the following shall not be considered as a violation of this Article:
- a.          assignment of teaching duties to Administrative Officers;
  - b.          use of professionals to provide from time to time specialized services for students with special needs where the Board would not reasonably be expected to employ professionals on a part or full time basis; and,
  - c.          use of guest speakers and performers to provide services which supplement curricular programs and teacher professional development activities.

## **ARTICLE A.33      TEACHER ASSISTANTS (L)**

- A.33.1      A teacher's assistant specifically hired to assist teachers in carrying out their general responsibilities and duties as set out in the School Act and Regulations shall be under the supervision of classroom teachers.
- A.33.2      A teacher assistant may help a teacher to enhance the educational programs for students by providing assistance to a student or group of students but the assistant shall not assume the teacher's responsibility for designing or delivering the educational program.
- A.33.3      A person hired as a teacher assistant shall not assume classroom instructional responsibility while the teacher is absent.
- A.33.4      Teacher Assistants who are employed to assist special needs student(s) shall be under the supervision of a Special Needs Teacher and an AO and when in a classroom under the supervision of the class teacher.
- A.33.5      No assistant shall be placed in or removed from a class without consultation with the teacher.
- A.33.6      Where a teacher assistant is available for work in the school because of a temporary absence of the special needs student(s) for illness or any other reason, the assistant may, with the approval of the AO, assist any teacher in providing assistance to a student or group of students.

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

### **ARTICLE B.1        SALARY**

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

- a.        Effective July 1, 2022
  - i.        \$427 to each step of the salary grid; and
  - ii.       3.24%
- b.        Effective July 1, 2023
  - i.        by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2022 (Cost of Living Adjustment) to a minimum of 5.5% and a maximum of 6.75%, calculated as per B.1.9
- c.        Effective July 1, 2024
  - i.        by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2023 (Cost of Living Adjustment) to a minimum of 2.0% and a maximum of 3.0%, calculated as per B.1.9

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

- a.        Teachers employed on the date of ratification and who were employed on July 1, 2022 shall receive retroactive payment of wages to July 1, 2022.
- b.        Teachers hired after July 1, 2022 and who were employed on the date of ratification, shall have their retroactive pay pro-rated from their date of hire to the date of ratification.
- c.        Teachers who retired between July 1, 2022 and the date of ratification, shall have their retroactive pay pro-rated from July 1, 2022 to their date of retirement.

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

- a.        Department Head
- b.        Positions of Special Responsibility
- c.        First Aid
- d.        One-Room School
- e.        Isolation and Related Allowances
- f.        Moving/Relocation

- g. Recruitment & Retention
- h. Mileage/Auto not to exceed the CRA maximum rate

B.1.4 The following allowances shall not be adjusted by the percentage increases in B.1.1 above:

- a. Per Diems
- b. Housing
- c. Pro D (unless formula-linked to the grid)
- d. Clothing
- e. Classroom Supplies

B.1.5 Effective July 1, 2022, each local salary grid shall be restructured to eliminate the first step of each grid.

B.1.6 Effective July 1, 2023, the local salary grids are amended to provide a 0.3% increase to the top step of the salary grid.

B.1.7 Effective July 1, 2024, the local salary grids are amended to provide a 0.11% increase to the top step of the salary grid.

B.1.8 Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.

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

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

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

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

## LOCAL PROVISIONS:

### B.1.10 Salary Schedules

#### TEACHER SALARY GRID Effective July 1, 2022 – June 30, 2023

Years of Experience	4	5	5+	6
0				
1	\$ 58,025	\$ 63,444	\$ 67,114	\$ 68,405
2	\$ 60,899	\$ 66,926	\$ 70,934	\$ 72,343
3	\$ 63,774	\$ 70,411	\$ 74,755	\$ 76,282
4	\$ 66,650	\$ 73,893	\$ 78,574	\$ 80,221
5	\$ 69,523	\$ 77,375	\$ 82,395	\$ 84,157
6	\$ 72,398	\$ 80,859	\$ 86,215	\$ 88,096
7	\$ 75,272	\$ 84,341	\$ 90,035	\$ 92,034
8	\$ 78,146	\$ 87,825	\$ 93,854	\$ 95,973
9	\$ 84,252	\$ 94,952	\$ 101,573	\$ 103,901
Kincolith Isolation Allowance: 6.9% of Category 4 min:				\$ 4,003.73
Greenville Isolation Allowance: 4.0% of Category 4 min:				\$ 2,321
Remote & Rural Allowance (LOU No. 5):				\$ 2,761

#### TEACHER SALARY GRID Effective July 1, 2023 – June 30, 2024

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 61,942	\$ 67,727	\$ 71,644	\$ 73,022
2	\$ 65,010	\$ 71,444	\$ 75,722	\$ 77,227
3	\$ 68,079	\$ 75,163	\$ 79,801	\$ 81,431
4	\$ 71,149	\$ 78,881	\$ 83,878	\$ 85,635
5	\$ 74,216	\$ 82,598	\$ 87,956	\$ 89,838
6	\$ 77,285	\$ 86,317	\$ 92,034	\$ 94,042
7	\$ 80,353	\$ 90,034	\$ 96,112	\$ 98,247
8	\$ 83,421	\$ 93,753	\$ 100,190	\$ 102,451
9	\$ 90,192	\$ 101,646	\$ 108,734	\$ 111,226
Kincolith Isolation Allowance: 6.9% of Category 4 min:				\$ 4,274
Greenville Isolation Allowance: 4.0% of Category 4 min:				\$ 2,477.68
Remote & Rural Allowance (LOU No. 5):				\$ 2,947

### TEACHER SALARY GRID Effective July 1, 2024 – June 30, 2025

Step	Cat 4	Cat 5	Cat 5+	Cat 6
<b>0</b>				
<b>1</b>	\$ 63,800	\$ 69,758	\$ 73,794	\$ 75,213
<b>2</b>	\$ 66,960	\$ 73,587	\$ 77,994	\$ 79,543
<b>3</b>	\$ 70,122	\$ 77,418	\$ 82,195	\$ 83,874
<b>4</b>	\$ 73,283	\$ 81,247	\$ 86,394	\$ 88,205
<b>5</b>	\$ 76,442	\$ 85,076	\$ 90,595	\$ 92,533
<b>6</b>	\$ 79,604	\$ 88,906	\$ 94,795	\$ 96,863
<b>7</b>	\$ 82,764	\$ 92,735	\$ 98,995	\$ 101,194
<b>8</b>	\$ 85,924	\$ 96,566	\$ 103,195	\$ 105,525
<b>9</b>	\$ 92,997	\$ 104,807	\$ 112,115	\$ 114,685
Kincolith Isolation Allowance: 6.9% of Category 4 min:				\$ 4,402.20
Greenville Isolation Allowance: 4.0% of Category 4 min:				\$ 2,552
Remote & Rural Allowance (LOU No. 5):				\$ 3,035

## ARTICLE B.2 TTOC PAY AND BENEFITS

- B.2.1 The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- B.2.2 For the purposes of Employment Insurance, the employer shall report for a Teacher Teaching on Call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
- B.2.3 A TTOC shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee they are replacing is entitled to claim.
- B.2.4 TTOCs shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
- B.2.5 TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.

**B.2.6 Rate of Pay:**

An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked. **[See Article B.2.9 for Teacher Teaching on Call Pay in School District No. 92 (Nisga'a).]**

**LOCAL PROVISIONS (PL & P):**

**B.2.7** A list of certified teachers who have agreed to act as Teachers Teaching On Call will be maintained and a copy forwarded to the NTU in September and January each year.

**B.2.8** Any available Teacher Teaching On Call with the necessary qualifications and skills to replace an absent teacher, will be called before any non certified substitute.

**B.2.9** A Teacher Teaching On Call reporting to work when called shall receive a minimum one-half day's pay. Such teacher shall provide one-half day's service normally provided by teachers in that school.

**B.2.10** One hundred ninety (190) cumulative days of teacher teaching on call teaching shall be equal to one year of teaching experience for increment purposes, and any part of a day taught will be considered one day for such purposes.

Note: Effective September 19, 2014, teacher teaching on call experience and increments are accrued in accordance with Article C.4 Teacher Teaching on Call Employment.

**B.2.11** When a substitute or Teacher Teaching On Call is replacing a regular teacher on long term illness, continuity shall be a prime consideration.

**B.2.12** When a teacher is scheduled to be absent from school for one-half day or longer, and classroom coverage is necessary, reasonable effort shall be made to employ a Teacher Teaching On Call.

**B.2.13** When for emergency reasons, a teacher leaves the school for one-half day or more, reasonable effort will be made to obtain a substitute.

**B.2.14** When a teacher is absent from school for less than one-half day, arrangements for class coverage may be made between teachers, subject to the AO's approval.

**B.2.15** In emergency situations, a teacher may be required to perform the duties of a teacher who is absent, or to supervise their students only where the Principal, Vice Principal or board administrator is not available due to other emergent business.

For the purposes of this article emergency shall mean issues dealing with the health and safety of staff and students.

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

**PCA Article B.3 is not applicable in School District No. 92 (Nisga'a).**

### **ARTICLE B.4            EI REBATE**

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

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

- B.5.1        In this Article:
- a.        "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b.        "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
- B.5.2        Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
- B.5.3        The BCTF Plan shall be made available in all districts not included in Article B.5.2.
- B.5.4        The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
- B.5.5        The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

- B.5.6 If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
- B.5.7 Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
- a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
- B.5.8 An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
- B.5.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- B.5.10 Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
- B.5.11 The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

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

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

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

### **B.7.1 Private Vehicle Damage**

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

### **B.7.2 Personally Owned Professional Material**

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

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

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

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

B.8.1 Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.

B.8.2 A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.

- B.8.3 An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
- B.8.4 An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
- B.8.5 Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
- B.8.6 Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
- B.8.7 An employee's accumulation in the Plan including their interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
- B.8.8 Interest earned by the Plan in the months of April through August shall be retained by the employer.
- B.8.9 The employer shall inform employees of the Plan at the time of hire.
- B.8.10 Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

## **ARTICLE B.9 PAY PERIODS**

**PCA Article B.9 is not applicable in School District No. 92 (Nisga'a). See B.9.4 and B.9.5 below.**

### **LOCAL PROVISIONS:**

- B.9.4 Each month during the school term, each teacher shall receive an advance payment of one half their net monthly pay. This monthly advance will be paid on the 15<sup>th</sup> of each month or on the last instructional day before the 15<sup>th</sup>, if the 15<sup>th</sup> is during a weekend or holiday.
- B.9.5 Teachers shall be paid in ten monthly instalments. The month end payment will be made on the last Friday of the month which is an instructional day.

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

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

**Effective July 1, 2022** \$0.60/kilometre

**Effective July 1, 2023** \$0.64/kilometre

**Effective July 1, 2024** \$0.66/kilometre

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

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

B.10.4 PCA Article B.10.4 is not applicable in School District No.92 (Nisga'a).

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

### **LOCAL PROVISIONS:**

B.10.5 MILEAGE ALLOWANCE (PL)

Teachers who are required to use their personal vehicles in the course of regularly assigned duties or other Board business shall be reimbursed in accordance with Board policy. This includes travel between work sites as required on a regular basis.

## **ARTICLE B.11 BENEFITS**

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

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

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

- B.11.4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the 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:**

### **B.11.5 General Benefits**

- a. The Board shall provide health and welfare application forms to all new eligible teachers before or at the beginning of September in each school year or as soon as the teacher commences teaching. It is understood and agreed that each new teacher shall deliver the forms duly completed to the Secretary Treasurer within 15 days of commencing their duties in the district.
- b. The Medical, Dental, and Extended Health benefits contained in this Article shall be provided as a condition of employment unless the teacher is covered under another plan.

### **B.11.6 Medical Insurance**

The Medical Services Plan of BC shall be paid 100% by the Board.

### **B.11.7 Group Life Insurance - Plan A**

Great West Life Assurance the Group Life Insurance Plan A premium shall be paid 100% by the Board.

The terms are as follows:

Single with no dependents - your life insurance is \$5000.00

Married with or without dependents and single with dependents:

If you are:	Your Life Insurance:
under age 35	300% of annual salary
35 & under 45	250% of annual salary
45 & under 55	200% of annual salary
55 & over	100% of annual salary

### **B.11.8 Group Dental Plan - Pacific Blue Cross**

The Dental Plan shall be shared 80% by the Board and 20% by the teacher.

The terms are 90% of all basic Dental Plan A, and 60% of major Dental Plan B, and 50% of Plan C (\$2500 lifetime maximum). Effective July 1, 2015, Plan C "Orthodontics" coverage and lifetime maximum are 75% of Plan C (\$5,000 lifetime maximum).

**B.11.9 Extended Health Benefits**

The Provincial Extended Health Benefit Plan shall be paid 100% by the Board.  
Referral transportation shall be paid 100% by the Board.

**B.11.10 Salary Indemnity Plan**

The Salary Indemnity Plan shall be paid 100% by the teachers.

**B.11.11 Continuation of Benefits**

The Board shall continue to pay its share of premium payments for Medical, Dental and Extended Health Benefits for a maximum of one year when a person is on Medical Leave of Absence and in receipt of Salary Indemnity Fund Benefits. For teachers on Educational leave the Board will continue to pay for the above benefits provided the teachers pay in full all the premiums in advance. Upon returning to the District to teach, the Board will reimburse its share.

**B.11.12** The Board agrees to make payroll deductions and payments for teachers for an RRSP Plan. It is the teacher's responsibility to notify the Secretary Treasurer to authorize deductions.

**B.11.13** When a pregnant teacher takes maternity leave to which they are entitled pursuant to the Employment Standards Act, the Board shall pay their salary in accordance with the maternity leave provisions in Article G.26. The Board shall continue to pay its share of premiums for Medical, Dental, and Extended Health Benefits during the statutory maternity period of seventeen weeks and thereafter such benefits may be continued providing the teacher pays the total monthly premiums in advance. (G8.06)

**B.11.14 Teacher Regulation Branch Fees (P)**

Upon receipt of signed authorization forms the Board shall deduct from the earnings of every teacher such 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 Teacher Regulation Branch.

**B.11.15 Continuous Service Bonus (PL)**

- a.** After completion of two years service, a bonus, as set out below, will be paid in September for those teachers returning to the district:

<b>Date</b>	<b>Continuous Service Bonus</b>
<b>Effective July 1, 2022</b>	\$ 1,378.58
<b>Effective July 1, 2023</b>	\$ 1,471.64
<b>Effective July 1, 2024</b>	\$ 1,515.79

- b. Third year and thereafter for all teachers:

Date	Continuous Service Bonus
Effective July 1, 2022	\$ 413.59
Effective July 1, 2023	\$ 441.51
Effective July 1, 2024	\$ 454.75

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

### **B.12.1 Eligibility for Category 5+**

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

### **B.12.2 Criteria for Category 5+**

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

### **B.12.3 Salary Rate Calculation**

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

### **B.12.4 Application for Category 5+**

- a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.

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

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

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

## **ARTICLE B.14      EXPERIENCE RECOGNITION**

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

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

**[See also Article B.23 for further provisions.]**

## **ARTICLE B.20      CATEGORY ADDITION (PL)**

- B.20.1      The Board shall give additional part experience increments to any teacher having taught in this district for six months, for extra credits obtained in university or summer school while an employee using the following scale:

6 credits	1/3 of an increment
12 credits	2/3 of an increment
15 credits	3/3 of an increment
category change	

Fifteen credits means an automatic category change for all teachers except 5/PB and 6/PA. 5/PB and 6/PA will receive only 3/3 experience increment upon completion of 15 credits which have not effected a category change.

**B.20.2 Clarification of Extra Units**

- a. Units must be comparable to those offered by UBC.
- b. Standing in the courses must be second class or “B” average.
- c. Subjects must be related to their present teaching assignment and/or courses.
- d. Units must be in senior courses, i.e. 300 or above.
- e. For the above to take effect, 6 units must be achieved after July 1992.
- f. When units are used for change of certificate, the same units cannot be used for experience increments.
- g. Category changes supersede experience increments.
- h. Increases will be paid only after the completion of the specified units.
- i. Only credits which relate to category change will be paid.

**ARTICLE B.21 PLACEMENT ON SCALE (PL)**

- B.21.1 A Teacher’s placement on a salary category shall be as determined by the Provincial Teacher Qualification Service and in accordance with years of experience as determined by B.23 of this agreement.
- B.21.2 At the time of appointment the Board shall advise the Teacher of the documentation required to establish initial scale placement. Verification is the responsibility of the Teacher.
- B.21.3 Should documentation be incomplete the Board shall notify the Teacher and shall provide an interim scale placement until the matter is resolved.
- B.21.4 The Board shall, upon request, notify the Teacher of the category and experience placement that has been assigned.
- B.21.5 Persons holding letters of permission (LOP) whose years of preparation can be equated to years of formal training shall be placed on the category equivalent to the number of their years of such training. Experience increments beyond two (2) will be at the discretion of the Superintendent.

## **ARTICLE B.22      INCREMENT DATES (PL)**

- B.22.1      Increments changes shall be effective September 1<sup>st</sup> or February 1<sup>st</sup> following 10 months of employment.
- B.22.2      Provided that a teacher has not received two consecutive less than satisfactory evaluations an increment shall be paid.
- B.22.3      In any case when an increment is to be withheld or withdrawn the Board shall give the Teacher concerned written notification at least one and one-half (1 ½) school months before the next increment date.
- B.22.4      Any Teacher whose increment has been withheld or withdrawn shall be returned to scheduled placement as of September 1<sup>st</sup> or February 1<sup>st</sup> of any subsequent year in which the Superintendent or their designate indicates satisfactory performance.

## **ARTICLE B.23      DEFINITION OF EXPERIENCE (PL)**

- B.23.1      Years of experience to be recognized for salary purposes on appointment to staff shall be determined on the following basis, provided supporting documentation is supplied by the teacher.
- B.23.2      All teaching experience on a continuing, probationary or temporary appointment:
- a.          in public schools in British Columbia.
  - b.          in government supported and government inspected schools outside British Columbia.
  - c.          in independent schools where the service is deemed by the Superintendent to be equivalent to that in the public school system.
  - d.          in a recognized BC College or University provided the teacher held a valid BC teaching certificate at the time.
- B.23.3      Ten (10) months full time employment or its equivalent, as defined in Article B.23.3.a shall constitute one year's experience for increment purposes.
- a.          Periods of part-time teaching and temporary appointments may be added together for accumulation of years of experience.

## **ARTICLE B.24      PART MONTH PAYMENT AND DEDUCTIONS (PL)**

- B.24.1      The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.

- B.24.2 A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days that month.

## **ARTICLE B.25 TEACHER IN CHARGE (PL)**

- B.25.1 A teacher assigned as Teacher in Charge during the absence of an Administrative Officer will be compensated per day in addition to their normal salary:

<b>Date</b>	<b>Teacher-in-Charge</b>
<b>Effective July 1, 2022</b>	\$ 34.47
<b>Effective July 1, 2023</b>	\$ 36.80
<b>Effective July 1, 2024</b>	\$ 37.90

## **ARTICLE B.26 POSITIONS OF SPECIAL RESPONSIBILITY (PL)**

- B.26.1 Department Head Allowance

Teachers appointed as Department Heads shall be paid an allowance, per annum, payable in 10 equal instalments, as follows:

<b>Date</b>	<b>Department Heads</b>
<b>Effective July 1, 2022</b>	\$ 2,012.73
<b>Effective July 1, 2023</b>	\$ 2,148.58
<b>Effective July 1, 2024</b>	\$ 2,213.04

## **ARTICLE B.27 MOVING ALLOWANCE (PL)**

- B.27.1 Moving Expenses

- a. First \$400 will be reimbursed 100%.

<b>Date</b>	<b>Moving Allowance First \$400</b>
<b>Effective July 1, 2022</b>	\$ 551.45
<b>Effective July 1, 2023</b>	\$ 588.67
<b>Effective July 1, 2024</b>	\$ 606.33

- b. Next \$1500.00 will be reimbursed 66.67% and regulated by the moving assistance agreement.

<b>Date</b>	<b>Moving Allowance Next \$1500</b>
<b>Effective July 1, 2022</b>	\$ 2,067.88
<b>Effective July 1, 2023</b>	\$ 2,207.46
<b>Effective July 1, 2024</b>	\$ 2,273.68

- c. If the teacher leaves before the second year of employment in the district they will repay 100% of B.27.1.b above.
- d. If the teacher leaves before the third year of employment in the district they will repay 50% of B.27.1.b above.

## **ARTICLE B.28 ISOLATION ALLOWANCE (PL)**

- B.28.1 An isolation allowance will be paid to each teacher (F.T.E.) based in the following villages:

Greenville	4.0% of category 4 minimum
Kincolith	6.9% of category 4 minimum

- B.28.2 The allowance will be paid in ten (10) equal monthly instalments, September to June inclusive.

- B.28.3 Freight costs reimbursements will be paid to Kincolith-based teachers (F.T.E.) to an annual maximum, as follows, upon submission to the AO of the appropriate receipts:

<b>Date</b>	<b>Freight costs (Kincolith based teachers)</b>
<b>Effective July 1, 2022</b>	\$ 413.59
<b>Effective July 1, 2023</b>	\$ 441.51
<b>Effective July 1, 2024</b>	\$ 454.75

- B.28.4 No reductions in pay will be made for Kincolith teachers stranded in Prince Rupert due to cancelled ferry sailing or scheduled flights on the day preceding the next school day.

- B.28.5 Teachers from Aiyansh or Greenville who are prevented from returning to school because the access road between Terrace and the teacher's village is closed by the Department of Highways or other government agency or by a cancelled flight, shall be entitled to receive their pay less the cost of the substitute replacement. If the daily cost of a substitute exceeds that of the teacher the excess amount will not be charged against the teacher's salary.

- B.28.6 An Isolation Continuous Service Bonus will be paid in September for those teachers returning to Kincolith:

<b>Date</b>	<b>Isolation Continuous Service Bonus</b>
<b>Effective July 1, 2022</b>	\$ 137.86
<b>Effective July 1, 2023</b>	\$ 147.16
<b>Effective July 1, 2024</b>	\$ 151.58

## **ARTICLE B.29 WORKERS' COMPENSATION BOARD BENEFITS (PL)**

- B.29.1 Where a teacher is absent due to compensable injury and is in receipt of W.C.B. benefits the Board will receive such benefit and shall pay the teacher's regular salary provided that the teacher has sick leave to their credit. The sick leave credit shall be reduced by the difference between the teacher's regular pay and the W.C.B. benefit.
- B.29.2 When sick leave credit is exhausted, the teacher will receive the W.C.B. benefit only. The amount of the W.C.B. benefit received by the Board shall not be reported as taxable income on the teacher's T4 statement.
- B.29.3 Subject to the W.C.B. Act and Regulations, such W.C.B. benefits do not include a disability pension or other final settlement award arising from such compensable injury. W.C.B. benefits mean periodic payments during the period of temporary disablement.

## **ARTICLE B.30 INDUSTRIAL FIRST AID PREMIUMS (PL)**

- B.30.1 The Board will pay a premium to teachers who hold a valid Industrial First Aid Certificate, and who are designated to act, a premium, as follows:

<b>Date</b>	<b>Industrial First Aid Certificate</b>
<b>Effective July 1, 2022</b>	\$ 562.46
<b>Effective July 1, 2023</b>	\$ 600.43
<b>Effective July 1, 2024</b>	\$ 618.44

- B.30.2 The responsibility assumed by these teachers is to provide first aid care to employees as required by the Workers' Compensation Board Regulations.
- B.30.3 The Board shall reimburse the applicable course fees for the renewal of the certificate, subject to successful completion of the course.

## **ARTICLE B.31 BASIC SALARY PROTECTION (PL)**

- B.31.1 Notwithstanding Article B.22 no teacher shall suffer a reduction in basic salary because of the coming into effect of this agreement.

## **ARTICLE B.32      PAYMENT FOR WORK BEYOND REGULAR WORK YEAR (PL)**

A teacher, who is requested by the Board to work beyond the prescribed school year set out in the mutually agreed or Ministry Calendar, who agrees to such employment, shall be paid at the rate of 1/200 of their annual salary entitlement for each day worked.

## **ARTICLE B.33      DEATH BENEFITS (PL)**

In the event of the death of a teacher during a school year who has been employed in the District for at least six months, the Board shall pay the teacher's salary for the balance of the month in which the teacher died and will continue to pay, for 3 months after the death, the Medical, Extended Health Benefits and Dental premiums for the benefit of the teacher's dependents registered under the Medical, Extended Health Benefits and Dental plans subject to the extent that the carrier of the plans will allow.

## **ARTICLE B.34      HOUSING (PL)**

Prior to March 31, teachers shall be notified of any teacherage rental rate change pertaining to the next school year.

## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

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

### **ARTICLE C.2      SENIORITY**

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

- i. Service as a TTOC shall be credited:
  - 1. one half (1/2) day for up to one half (1/2) day worked;
  - 2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.
- ii. Nineteen (19) days worked shall be equivalent to one (1) month;
- iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
- c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.

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

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

## **LOCAL PROVISIONS:**

### **C.2.6 Principle of Security**

The Board and the NTU agree that increased length of teaching service in the employment of the Board entitles employees on a continuing contract to commensurate increase in security of teaching employment provided that such employees possess the necessary qualifications for the teaching positions available. This article does not apply to employees dismissed for cause under relevant sections of the School Act or School Act Regulations.

### **C.2.7 Definition of Seniority**

- a. In this article “seniority” means a teacher’s aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. To calculate the seniority for part-time teachers, the hours worked annually will be accumulated, divided by five, and by teachers number of school days established for the year, with the answer expressed in years if fraction thereof.

In addition to the foregoing, the seniority for a teacher 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 a teacher be credited with more than 1 year of seniority for any school year
- b. When the seniority of two or more teachers is equal pursuant to Article C.2.7.a, the teacher with the greatest continuous present employment with the Board shall be deemed to have greatest seniority.
- c. When the seniority of two or more teachers is equal pursuant to Article C.2.7.b, the teacher with the greatest number of days of substitute teaching with the Board prior to appointment shall be deemed to have the greatest seniority.
- d. When the seniority of two or more teachers is equal pursuant to Article C.2.7.c, the teacher with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.
- e. When the seniority of two or more teachers is equal pursuant to Article C.2.7.d, the teacher with the earliest dated letter of appointment with the Board shall be deemed to have the greatest seniority.
- f. For the purposes of this article, leaves of absence in excess of one month shall not count toward aggregate length of service with the Board, except:
  - i. maternity leave;
  - ii. education leave;
  - iii. parenthood leave;
  - iv. leave for duties with NTU or the BCTF;
  - v. secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program;
  - vi. long-term sick leave;
  - vii. leave for teaching with the Department of National Defence or any other Board approved teaching position;
  - viii. compassionate care leave pursuant to G.2.
- g. For the purpose of this article, in the case of resignation, for the purpose of maternity followed by re-engagement within a period of three years, or in the case of a teacher who has been terminated pursuant to this Agreement and recalled pursuant to Article C.20.3, credit shall be given for years of service up to the date of resignation or termination except for seniority credits that were

previously ported from SD No. 92 to another school district pursuant to C.2.2, unless such credits are subsequently ported back to SD No. 92 pursuant to Article C.2.2

**C.2.8 Seniority List**

The Board shall, by October 15 of each year, forward a seniority list of teachers to the NTU of all teachers employed by the Board

**ARTICLE C.3 EVALUATION**

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

**ARTICLE C.4 TTOC EMPLOYMENT**

**C.4.1 Experience Credit**

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

**C.4.2 Increment Date for Salary Grid Placement**

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

**ARTICLE C.20 LAYOFF RECALL AND SEVERANCE PAY (PL)**

**C.20.1 Definition of Qualification**

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 the teacher will be able to perform the duties of the position in a satisfactory manner.

Qualifications:

- a. All teachers will be asked to declare the grade levels, subject areas and special education programs they can successfully teach by reasons of academic qualifications, and/or experience. These declarations will be reviewed and authenticated by the Superintendent.
- b. The Superintendent shall decide, subject to this section, whether or not a teacher possesses the necessary qualifications for a particular position.
- c. Should a teacher or the NTU challenge the Superintendent's decision as to whether a teacher does or does not have the necessary qualifications, the question shall be referred to A6 (Grievance Procedure).

**C.20.2 Security of Employment Based on Seniority and Qualifications**

- a. When, for a bona fide educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of teachers employed by the Board, 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 position available.
- b. The Board's right to transfer a teacher in relation to this article shall not be subject to any other provisions of this Agreement.
- c. The Board shall give each teacher it intends to terminate pursuant to this article sixty (60) days notice in writing, such notice to be effective at the end of a school term and to contain the reason for the termination. The Board shall not be required to give any notice of termination in the event that a successful appeal under C.20.1 necessitates a subsequent termination of another teacher.

**C.20.3 Teacher's 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 the teacher possesses the necessary qualifications for the available position and has not lost their right to recall pursuant to Article C.20.3.d. If that teacher declines the offer or if the Board is unable to notify that teacher of the available position after reasonable effort, 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.20.3.a shall inform the Board whether or not the offer is accepted, within forty-eight (48) hours of the receipt of such offer and convey their decision in writing to the Superintendent, postmarked within ten (10) days.
- c. The Board will expect the teacher to begin duties as soon as possible to the date specified in the recall.
- d. A teacher's right to recall under this article is lost:
  - i. if the teacher elects to receive severance pay under Article C.20.6;
  - ii. if the teacher refuses to accept the position for which they possess the necessary qualifications;
  - iii. if three years elapse from the date of termination under this article and the teacher has not been recalled;
  - iv. if the teacher is on a temporary appointment with the Board at the expiration of the period specified in the Notice of Appointment; or,
  - v. if the teacher is employed by another school district on a continuing contract at the time of the offer of recall for an available position.

#### **C.20.4 Sick Leave**

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

#### **C.20.5 Benefits**

A teacher who retains rights of recall pursuant to Article C.20.3 shall be entitled, if otherwise eligible, under the relevant insurance plan, to maintain participation in all benefits provided in this Agreement by payment of full cost of such benefits to the Board.

#### **C.20.6 Severance Pay**

- a. A teacher who has been employed for one or more years on a continuing contract and who is terminated, save and except a teacher who is terminated or dismissed for just cause, may elect to receive severance pay at any time before the teacher's right to recall pursuant to Article C.20.3 is lost.
- b. Severance pay shall be calculated at the rate of five (5%) per cent of one year's salary for each year of service to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of their termination.

- c. A teacher who receives severance pay pursuant to this article and who, notwithstanding Article C.20.3, is subsequently rehired by the Board, shall retain any payment made under the terms of this article, and in such case, for purposes only of Article C.20.6.b, the calculation of years of service shall commence with the date of such rehiring.

#### **C.20.7 Housing**

A teacher on recall under Article C.20.3 shall be entitled to retain Board housing unless such housing is required by a teacher employed by the Board on a continuing or temporary contract, or Board Administrative staff. Rental rates will be consistent with the other units occupied by teachers.

### **ARTICLE C.21 DISMISSAL AND DISCIPLINE FOR MISCONDUCT; JUST AND REASONABLE CAUSE, DUE PROCESS**

- C.21.1 The Board shall not discipline or dismiss any person bound by this agreement save and except for just and reasonable cause.
- C.21.2 Where a teacher is under investigation by the Board for any cause, the teacher and the Union shall be advised in writing of that fact at the earliest reasonable time, and in any event before any action is taken by the Board, and the teacher shall have the right to representation.
- C.21.3 The Board shall not suspend {other than a suspension to which Section 15(5) of the *School Act* applies} or dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the teacher entitled to be present, in respect of which:
  - a. the teacher and the Union shall be given 72 hours notice;
  - b. at the time such notice is given, the teacher and the Union shall be given a complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting; should the Board receive new information that would substantially affect the outcome of the meeting referred to in Article C.21.3, the Board shall provide the Union the documents pertaining to such information twenty-four (24) hours before 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 teacher shall be accompanied by a representative and/or advocate appointed by the Union, and they shall be entitled to hear all the evidence presented to the Board, to call witnesses, to ask questions, and to make submissions to the Board.

- e. the decision of the Board shall be communicated in writing to the teacher and the Union and shall contain a complete statement of the grounds for the decision.
- C.21.4 Where a Teacher 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 provisions of Article C.21.3.a through C.21.3.e unless the right to such meeting is waived by the Union.
- C.21.5 The Board shall not release to the media or the public, information in respect of the suspension or dismissal of a teacher except as agreed by the Union or by joint release agreed upon by the Board and the Union or in response to public statements made by the Union.
- C.21.6 Notwithstanding A.6 (Grievance Procedure) where a teacher has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal or suspension directly to arbitration provided for in A.6. (Grievance Procedure).
- C.21.7 At an arbitration, in respect of the discipline or dismissal of a teacher, no material from the teacher's file may be presented unless the material was brought to the teacher's attention at the time it was placed on file.
- C.21.8 Where a teacher has been suspended on grounds set out in Section 15(4), and later found to be innocent or not guilty by a court of law the teacher shall be reinstated immediately and fully reimbursed.

## **ARTICLE C.22      TERMINATION FOR UNSATISFACTORY TEACHER PERFORMANCE (PL)**

- C.22.1 The Board may dismiss a teacher for cause where the teacher's performance (i.e. learning situation in the teacher's class or classes) is less than satisfactory.
- C.22.2 Prior to terminating a teacher under this article there must be in existence at least three (3) consecutive less than satisfactory teaching evaluation reports written by at least two different evaluators, one of whom shall be the Superintendent and/or their delegate.
- C.22.3 The reports referred to in this article shall have been prepared in accordance with E.26 (Evaluation), within a period of not less than eight (8) months and not more than twenty-four (24) months and such period shall be exclusive of any leave of absence for illness, injury or any other purpose.
  - a. Immediately after the first less than satisfactory report, a plan of assistance will be formulated and implemented to assist the teacher in overcoming the deficiencies. A reasonable period of time for improvement of performance shall be provided and a subsequent report shall not be initiated prior to the completion of the plan of assistance.

- b. At the discretion of the Superintendent, a leave of absence may be granted for up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation(s) shall be undertaken within the balance of the 24 months exclusive of the leave of absence period.
- C.22.4 Where the Board intends to dismiss a teacher on grounds that the teacher's performance is less than satisfactory under this article, it shall notify the teacher and the President of the NTU of such intention and provide an opportunity for the teacher and the representative of the NTU to meet with the Superintendent and the Board within 14 days of such notice.
- C.22.5 Where subsequent to such meeting, the Board decides to dismiss a teacher under this article, it shall issue notice of dismissal, at least one month prior to the dismissal, setting out the grounds for such action.

## **ARTICLE C.23      TEMPORARY TEACHERS (PL)**

- C.23.1 The Board may appoint a teacher on temporary appointment in writing stating that it is a temporary appointment and specifying the period of its duration.
- C.23.2 The temporary appointments shall be made in accordance with the following:
  - a. For a period not exceeding one year, to any position temporarily existing or temporarily vacant; or
  - b. For a period not exceeding the remainder of the existent school year, to any position which has become vacant during a school year.
- C.23.3 At the expiration of the period specified in the temporary appointment, the temporary appointment shall be deemed to be terminated.
- C.23.4 The Board agrees to inform the Union of any teacher hired on temporary contract for the school year and the Board will inform the Union of any position which becomes temporarily vacant during the balance of that school year.
- C.23.5 Teachers who have been employed by the Board on Temporary contract shall be entitled to apply for vacant continuing contract positions.
- C.23.6 When a certified Teacher works in one position on a long term basis for 20 consecutive days or more, such teacher will receive a temporary appointment for the duration of that assignment for salary and experience credit purposes retroactively. Such long term substitute appointment need not be continuous when interrupted for up to 2 days due to illness of the teacher, professional development days or emergency leave.

## **ARTICLE C.24      PART-TIME TEACHER EMPLOYMENT RIGHTS (PL)**

C.24.1      Any teacher may apply for a part-time position. If the Board appoints a continuing part-time teacher the following shall apply:

- a.      The salary paid pursuant to Article B.21 shall be pro rated based on the appointment.
- b.      If the teacher is eligible to participate in benefit plans, they are entitled to the benefits available under Article B.11 upon payment of that portion of premiums based on salary and agreed upon in Article B.21 of this Agreement plus any additional premiums required to obtain full coverage. The intent of this clause is that the employment of part-time teachers does not result in costs to the Board that exceed the cost of equivalent full time teachers.
- c.      If the appointment is 0.6 or more, the teacher shall be entitled to preparation time under Article D.4 Preparation Time which shall be pro rated based on the appointment and shall be reflected in the teacher's timetable.
- d.      If two teachers share a full time appointment with the prior approval of the Superintendent, the provisions of this Article shall apply. Preparation time shall be shared by the teachers on a pro rated basis agreed between them. If one of the two teachers resigns from the shared appointment, they shall not be entitled to a full time appointment or any other appointment without the approval of the Board and the other remaining teacher shall assume the shared appointment on a full time basis.

## **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.*

<b>Grade</b>	<b>Class Size Limits</b>	<b>Source of Class Size</b>
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:

- D.1.1.      The Board and the Union agree that by October 1 of each year the Superintendent and the President of the Union or their designate(s) will jointly review the size and composition of the classes in the district.

The following maximum sizes shall be the basis of these discussions:

Primary Split Class (K, Grade 1,2,3)	20 Students
Intermediate Split Class (4,5,6,7)	25 Students
Special Class	10 - 12 Students
Lab-oriented Science Class	24 Students
Workshops	20 Students
Secondary English Class	25 Students
Any other class (4 - 12)	30 Students

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

No provincial language.

Local language:

- D.2.1      The following integration process shall be used when planning for the placement of, and program for, special needs students.

D.2.2 A School Based Team shall be authorized group for the determination of:

- a. the facilitation of students to be integrated.
- b. the percentage of time to be integrated.
- c. the amount of support, subject to budget allocations, required by the regular classroom teacher including materials, in-service and/or paraprofessional support which will be provided if possible prior to the placement of the student.
- d. the provision of appropriately trained persons to be responsible for the administration of medication or the performance of medical procedures if required and for the establishment of emergency evacuation procedures (fire, earthquake, etc.).

If the plan and/or placement by the team is challenged by the student, parent or guardian, the Board's decision will be final.

D.2.3 As long as the integrated student is registered as a special needs student, that student's program shall be the responsibility of the classroom teacher and a program shall be established in consultation with the regular classroom teacher(s), the learning assistance and/or special education teacher, and District staff concerned.

D.2.4 Depending on the severity of the student's handicap, appropriate teacher and support staff time shall be allotted to assist in the regular classroom in which the student is placed. The level of support will be the decision of the Superintendent (or designate), based on Ministry and District Budgets and guidelines. It is understood that a School Based Team has the right to grieve the decision of the Superintendent (or designate).

D.2.5 Definition of School Based Team

The School Based Team represents person available within the school and District to serve the special needs of students. It consists of an administrative officer, teacher(s), learning assistance teacher, special education teacher, and counsellor, and may be augmented by parents or guardians, District staff, and representatives from community agencies. The School Based Team's process provides on-going evaluation and assessment data, and helps in the development of a program which will answer the student's special needs. Specific strategies are laid out in accordance with the teacher's responsibilities and those of other support personnel.

### **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.*

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:606 students	Agreement in Committee (1998)
Counsellors	1:550 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:75 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:74 ESL/ELL students	LOU No. 12

### **ARTICLE D.4           PREPARATION TIME**

**PCA Article D.4.1 through D.4.3 is not applicable in School District No. 92 (Nisga’a). See Article D.4.4 and D.4.5 below.**

#### **LOCAL PROVISIONS:**

D.4.4       Secondary F.T.E. teachers shall be entitled to 12.5% Preparation time.

D.4.5       Elementary teachers will be entitled to 110 minutes per week preparation time. Preparation time shall be allocated in a minimum of 30-minute blocks. (One hundred twenty (120) minutes effective July 1, 2023.)

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

D.5.1       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.

- D.5.2 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.
- D.5.3 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.
- D.5.4 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.
- D.5.5
- 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.
- D.5.6 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**

- D.6.1       In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
- D.6.2       When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
- D.6.3       The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
- D.6.4       If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
- D.6.5       The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
- D.6.6       In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
- D.6.7       The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
- a.       Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b.       Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c.       Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d.       The hearing shall commence within a further ten (10) working days; and
  - e.       The arbitrator shall render a final and binding decision within a further fifteen (15) working days.

D.6.8 Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

## **ARTICLE D.20 INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION**

[Note: see Memorandum of Agreement re: *LOU No. 17: Education Fund and Impact of the Court Cases – Final Agreement*]

## **ARTICLE D.21 STAFF MEETINGS (L)**

D.21.1 Except for emergency staff meetings, at least seven (7) days' notice of regular staff meetings shall be given. The agenda for regular staff meetings shall be distributed at least three days before the meeting. For the purposes of the article emergency shall mean issues dealing with the health and safety of staff and students or other time sensitive issues that cannot wait for the regular monthly staff meeting.

D.21.2 Staff members will have the right to place items for consideration on staff meeting agendas.

D.21.3 Written minutes of staff meetings shall be kept in a master file accessible to teachers and copies shall be circulated to all staff members prior to the next regular staff meeting.

D.21.4 After school staff meetings shall be limited to one per month except in emergency situations.

D.21.5 Teachers shall not be required to attend staff meetings:

- a. which commence prior to one (1) hour before classes begin, or which conclude later than two (2) hours after dismissal of pupils;
- b. during the recess or during the noon intermission, unless a majority of the staff wish to meet during these times; or,
- c. on weekends or holidays or other days when school is not in session, as scheduled in Article D.23, the Regular Work Year/School Calendar.

D.21.6 It is understood that the above staff meetings do not include meetings such as single issues, departmental issues or grade group meetings. This article will not be used in an unreasonable manner and the meeting will be limited to a maximum time of one hour.

- D.21.7 Nothing in this article shall contravene the authority and responsibility of the principal set out in the School Act and Regulations.

## **ARTICLE D.22 SUPERVISION DUTIES – NOON (PL)**

No teacher shall be required to perform noon-break supervision. It is understood that teachers will perform noon break supervision in emergency situations where student physical well being is in danger or damage to instructional facilities is likely to occur.

## **ARTICLE D.23 REGULAR WORK YEAR FOR TEACHERS (PL)**

- D.23.1 The annual salary established for teachers covered by this agreement shall be payable in respect to the teacher's regular work year which shall not exceed one hundred ninety five (195) days in session per school year inclusive of five (5) Non-Instructional days and one year end Administration day in accordance with the School Calendar as determined by Ministry guidelines.
- D.23.2 The five (5) Non-Instructional Days referred to in Article D.23.1 above and provided for in Article F.20 (Non-Instructional Days) shall occur on the two (2) Board dates and the Board shall, wherever possible, be notified six (6) weeks in advance by the Pro-D Chairperson of the dates of the three (3) days organized by the Pro-D Chair or at the staff meeting as per Article D.21.
- D.23.3 The last school day in the school year shall be the year end administration day on which students are not required to attend.
- D.23.4 The Board shall provide one (1) early dismissal for each reporting period, except for the final report, to allow teachers to prepare for and participate in parent/teacher conferences. One additional early dismissal day shall occur for elementary teachers only on the school day immediately preceding the year end administrative day. Such early dismissals shall be at 12:00 noon on the days in question.
- D.23.5 The Board shall provide once each year, for secondary teachers, one-half day commencing at noon to visit Greenville and one day to visit Kincolith, for Parent/Teacher conferences as scheduled by an AO at a regularly scheduled staff meeting.

NOTE: In order to meet the Ministry requirements of one hundred ninety (190) instructional days, the Nisga'a Teachers' Union and Board may, by mutual agreement, reduce the number of Non-Instructional days.

## **ARTICLE D.24 DURATION OF SCHOOL DAY (PL)**

- D.24.1 In elementary schools the school day for instructional purposes shall not exceed five (5) hours and thirty (30) minutes, inclusive of fifteen (15) minutes for recess in the forenoon, and the total hours in the school days in any calendar week shall be twenty-five (25) subject to banked time arrangements at any school.
- D.24.2 In secondary schools the duration of the school day for instructional purposes shall not exceed six (6) hours, and the total hours in the school days in any calendar week shall be twenty-seven and one-half (27 ½) inclusive of recess and between class breaks.
- D.24.3 Unless otherwise agreed between the Board and the Union, no elementary school shall commence before 8:30 AM or continue after 3:30 PM and no secondary school shall commence before 8:00 AM or continue after 5:00 PM.

## **ARTICLE D.25 TEACHERS DAILY INSTRUCTIONAL HOURS (PL)**

- D.25.1 In elementary and secondary schools the actual hours of instruction by teachers within the limits referred to in Article D.24 (Duration of the School Day) shall be set out in the timetable established by the AO in consultation with the school staff in the school.

## **ARTICLE D.26 EXTRA-CURRICULAR ACTIVITIES (L)**

- D.26.1 Extra-curricular activities and programs are defined as being those aspects of pupils' school life provided by teachers which are beyond the activities relating to provincially and locally established curriculum.
- D.26.2 While the Board and NTU agree that extra-curricular activities are an important aspect of school programs for pupils and encourage participation in extra-curricular activities, it is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.

## **ARTICLE D.27 HEALTH AND SAFETY COMMITTEE (L)**

- D.27.1 A Health and Safety Committee shall be established by the Board.
- D.27.2 The Committee shall consist of one NTU representative, one Administrative Officer, the Director of Operations and the Secretary Treasurer or designate.
- D.27.3 The Committee duties shall include:
- a. assisting in creating a safe and healthful place of work and learning;
  - b. ensuring that regular inspections are carried out by WorkSafe BC;

- c. making recommendations on safe and healthy working conditions;
  - d. making any recommendations concerning health and safety measures within its jurisdiction as required to comply with the Workers' Compensation Act and Regulations of British Columbia.
- D.27.4 Health and Safety issues or concerns should first be reported to an Administrative Officer or the Director of Operations. If the problem is not resolved in this manner, the problem should be referred to the safety committee who shall meet within 10 calendar days of the request to deal with the matter. Minutes shall be taken of all meetings and copies to all parties who may have a reason for concern with the problem that resulted in the call for the meeting.
- D.27.5 Classes shall be conducted in well-maintained facilities. Maintenance includes cleanliness, heating, lighting, and other physical conditions.
- D.27.6 Where a situation is of immediate danger to the teacher or students, the teacher shall immediately report to an Administrative Officer.

#### **ARTICLE D.28 HAZARDOUS MATERIALS (L)**

- D.28.1 Workplace Hazardous Materials Information Systems (WHMIS) shall be available in all school sites and workplaces in the District.
- D.28.2 The AO shall provide updated information, WHMIS labels and Material Safety Data Sheets as they become available.
- D.28.3 Any materials considered dangerous and hazardous under WHMIS Program shall be reported to the AO who shall decide what action including removal, is necessary. Any dispute concerning the dangerous and hazardous nature of the material or the decision of the AO, shall be referred to the Health and Safety Committee.
- D.28.4 The Board shall ensure that materials deemed dangerous and hazardous by WHMIS or the AO or the Health and Safety Committee are disposed of at least once a year.

#### **ARTICLE D.29 BEGINNING TEACHERS (PL)**

- D.29.1 A beginning teacher in their first year of teaching may consult with their AO in connection with a beginning teacher's assistance program established by the Superintendent or designate in consultation with the NTU. The program may include the assistance of a volunteer mentor teacher and any other assistance agreed upon by the AO and the teacher.

## **ARTICLE D.30      TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS (L)**

When new school construction or major school renovations are planned in a school district, the Board or its committee shall consult a representative of the teachers in the community concerned during the planning process.

## **ARTICLE D.31      HOME EDUCATION (PL)**

- D.31.1      Where a child has registered in a school or with a Regional Correspondence School, and the parent or guardian is providing home education in compliance with the *School Act*, a classroom teacher in that school will provide evaluation and assessment services to that child if requested by an AO.
- D.31.2      The AO will only ask a teacher who has the necessary qualifications and experience to provide such service and the AO will provide the teacher with appropriate release time.

## **ARTICLE D.32      TECHNOLOGICAL CHANGE (PL)**

It is agreed between the parties that the provisions and procedures on technological change as set out in the *Labour Relations Code* shall satisfy the requirements on this matter during the term of this agreement.

## **ARTICLE D.33      BUDGET (L)**

The NTU shall have the right to make a budget presentation at the Board's regular meeting in January (to be held within the district) and to receive a copy of the final budget approved by the Ministry.

## **ARTICLE D.34      TEACHER IN CHARGE**

- D.34.1      A teacher may be appointed as a Teacher in Charge in accordance with this Article.
- D.34.2      In the event that all administrators assigned to the school are absent from the school, the Teacher in Charge may be requested by the Administrator or Superintendent to assume the duties specified in this clause.
- D.34.3      The Teacher in Charge, when requested to act, shall attend to ensuring that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal only with emergent matters as they may arise, with required assistance from the Board Office. TIC candidates in the administration mentoring program may be called upon to perform additional leadership duties.
- D.34.4      While acting as a Teacher in Charge, the teacher is covered by all terms and conditions of this Agreement.

- D.34.5 Where absences of Administrative officers continue from more than five (5) school days consecutively or intermittently as candidate in the administration mentoring program the Teacher in Charge will assume all administrative duties excluding only formal evaluation of instruction and personnel.
- D.35.6 Whenever possible the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function. A teacher has the right to refuse to act as a Teacher in Charge except in emergencies.
- D.35.7 Where the appointment of a Teacher in Charge is less than one (1) day a replacement will only be provided on approval of the Superintendent or designate, but where the anticipated appointment is for one (1) or more days a replacement shall be provided to relieve the Teacher in Charge or regular teaching duties for the duration of the appointment.

## **SECTION E PERSONNEL PRACTICES**

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

- E.1.1 A non-sexist environment is defined as that in which there is no discrimination against employees based on sex, gender identity or expression, including by portraying them in gender stereotyped roles, refusing to acknowledge their identity, or by omitting their contributions.
- E.1.2 The employer does not condone and will not tolerate any expression of sexism. In September of each school year the employer and the local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
- E.1.3 The employer and the local shall promote a non-sexist environment through the development, distribution, integration and implementation of anti-sexist educational programs, activities, and learning resources for both staff and students.
- E.1.4 Prior to October 31<sup>st</sup> of each school year, principals or vice-principals will add to the agenda of a regularly scheduled staff meeting a review of anti-sexist educational programs, activities and learning resources.

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

#### **General**

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

- E.2.4 There will be no harassment and/or discrimination against any member of the local because they are participating in the activities of the local or carrying out duties as a representative of the local.
- E.2.5 All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- E.2.6 The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

## **Definitions**

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

## **Resolution Procedure**

### **E.2.9      Step 1 – Informal Resolution Process**

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

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

### **E.2.10     Step 2 – Formal Complaint Process**

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

- e. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

E.2.11 Step 3 – Formal Resolution Process

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

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

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

## **Remedies**

- E.2.12 Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
- a. reinstatement of sick leave used as a result of the harassment;
  - b. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - c. redress of any career advancement or success denied due to the negative effects of the harassment;
  - d. recovery of other losses and/or remedies which are directly related to the harassment.
- E.2.13 Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- E.2.14 The local and the complainant shall be informed in writing whether there was a finding of harassment, and whether disciplinary action was or was not taken.
- E.2.15 If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- E.2.16 If the employer fails to follow the provisions of the Collective Agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

## **Training**

- E.2.17 The employer, in consultation with the local, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.
- Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall be scheduled at least once annually for all new employees to attend.
- E.2.18 The awareness program shall include but not be limited to:
- a. the definitions of harassment and sexual harassment as outlined in this Agreement;

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

## **ARTICLE E.20      PROFESSIONAL RELATIONS COMMITTEE (L)**

E.20.1      There shall be a standing committee composed of:

- a. a school trustee, preferably the Chairperson or Vice-Chairperson, or the Chairperson of the Board Personnel Committee,
- b. the President of the Union,
- c. the Chairperson of the Bargaining Committee of the Union, and
- d. the Superintendent or the Secretary Treasurer.

E.20.2      This Committee is to be known as the Professional Relations Committee.

E.20.3      The Committee shall:

- a. receive concerns about any matter not covered by the collective agreement raised by any member of the committee; matters covered by the collective agreement that are not grievable;
- b. promptly initiate action to remedy problems causing the concerns;
- c. monitor the remedial action to ensure that it is effectively dealing with the concern to the satisfaction of both parties to this agreement;
- d. elect the chairperson who will receive agenda items from committee members; and,
- e. record and circulate the minutes of each meeting before the next meeting.

- E.20.4 Matters on the table during formal negotiation shall not be discussed by this Committee.
- E.20.5 The Committee shall meet three times in each school year or at the request of either party.

#### **ARTICLE E.21 RACISM (L)**

- E.21.1 The Board does not condone and will not tolerate any expression of racism.
- E.21.2 Any written allegation of racism within the School District will be investigated by the Superintendent or designate. The complainant will be advised of the results of the investigation.

#### **ARTICLE E.22 APPOINTMENT TO TEACHING STAFF OF SD #92 (PL)**

- E.22.1 All teachers appointed by the Board to the teaching staff of the district shall be appointed in accordance with the *School Act* and Regulations, subject to the provisions of this agreement, to a continuing contract of employment except for:
- a. temporary appointment made in accordance with this agreement;
  - b. Teachers Teaching on Call employed in accordance with this agreement;
- E.22.2 The Board shall, within 48 hours, confirm in writing, or by telegram/fax, any verbal offer of appointment to a teacher.
- E.22.3 If the teacher to whom an offer of appointment is made by the Board does not accept or reject the same, in writing or by telegram/fax within 48 hours of its receipt, it shall be assumed to be rejected.
- E.22.4 An offer of appointment shall be assumed to have been accepted when the acceptance has been mailed, with postage prepaid, or sent by telegram/fax to the Board.
- E.22.5 An acceptance of an offer of appointment shall be final and binding upon the Board and the teacher.
- E.22.6 A continuing contract teacher may terminate their contract at any time with 30 days written notice by delivering such notice to the Secretary Treasurer.

## **ARTICLE E.23      POSTING AND FILLING VACANT POSITIONS (PL)**

E.23.1      Vacancy means a newly created position or an existing position vacated by the incumbent for one (1) year or more or by resignation at any time during the year. All teachers in the district are eligible to apply for all vacancies.

E.23.2      All vacancies and new positions shall be advertised by posting in all schools and centres of the School District as soon as they become known, for a period of three (3) calendar days prior to advertising outside the district and copies of all postings shall be forwarded at the time of posting to the Union President by email.

During July and August, vacancies shall be posted at the Board Office with a copy emailed to the Union President and copies of each posting shall be emailed to any teacher who has requested by email, prior to June 30, to receive same. Teachers requesting copies of postings must leave an email address with the Board prior to June 30.

These teachers may apply for a posted position by email.

E.23.3      The posting shall set out the position to be filled, the location of the school, the expectations of the school concerned, and the applicable living conditions in the District.

E.23.4      The Board shall fill vacancies other than those positions of special responsibility in the following priority, provided the teacher has the academic training, experience, and special skills and abilities to perform the duties of the vacant position:

- a.      teachers returning from leave of absence;
- b.      continuing contract teachers requesting transfer;
- c.      continuing contract teachers who have been transferred on the initiative of the Board at least one (1) calendar year before the vacancy occurs;
- d.      teachers on the recall list;
- e.      temporary appointment teachers; and then
- f.      others.

E.23.5      The Board shall provide job descriptions for all positions of special responsibility included in the bargaining unit.

## **ARTICLE E.24      TEACHER TRANSFERS (PL)**

E.24.1      For the purpose of this Article, transfer is defined as a reassignment between schools or to a significantly different grade or subject area within a school. The Board may initiate the transfer of any teacher for educational reasons of an emergent nature or due to declining enrolment or as mutually agreed by the Board and the Union. If a teacher is transferred for educational reasons of an emergent nature, the resulting vacant

position will be filled by a teacher who agrees to transfer to that position. Transfers will not be used as a disciplinary measure.

Educational reasons of an emergent nature means circumstances which require a response in the best interest of a teacher and/or for students.

- E.24.2 A teacher shall receive one (1) weeks notification in writing prior to any transfer and the reasons therefore.
- E.24.3 If the Superintendent intends to recommend to the Board that a teacher be transferred, the Superintendent shall advise the teacher in writing of the reasons. The Superintendent shall meet with the teacher to discuss the intended transfer if requested to do so by the teacher. At such a meeting, the teacher shall have the right to be accompanied by a representative of the Union.
- E.24.4 At, or subsequent to, such a meeting the teacher shall have the opportunity to advise the Superintendent of any retraining support which they believe necessary to adequately prepare for the purposed transfer.
- E.24.5 Transfers initiated by the Board for the next school year shall be completed by June 5, unless the circumstances giving rise to the transfer are not known by that date.
- E.24.6 A teacher who is transferred during a school year and who must change assignments during a school year shall be entitled to 3 working days of leave with pay in order to prepare for the new assignment.
- E.24.7 When any teacher has been transferred pursuant to this Article the Board shall endeavour not to initiate a further transfer for a least two school years.
- E.24.8 At the time of initiation of a transfer by the Board, should there be a vacancy in the teacher's existing grade level or majority subject area, the teacher shall be transferred to the vacant assignment if the teacher so wishes.
- E.24.9 A teacher who has been transferred due to a projected decline in enrolment shall have the opportunity of returning to their original school in the event that the projected decline does not occur.
- E.24.10 If the teacher is dissatisfied with the transfer, they may seek to have the transfer reviewed by the Board provided that a request for review is made within five (5) days of receiving written notification of the transfer. If the teacher requests that the transfer be reviewed, the teacher shall be entitled to appear before the Board to advise the Board of the teacher's reasons for objecting to the transfer. At such a meeting, the teacher shall have the right to be accompanied by a representative of the Union.
- E.24.11 The Board shall advise the teacher of the outcome of the review with reasons in writing within 5 days.

- E.24.12 If a Board initiated transfer that involves a move from one village to another is implemented, reasonable moving costs shall be borne by the Board.

### **Teacher Initiated**

- E.24.13 If a teacher requests a transfer to another assignment within the District, the request shall be submitted in writing to the Superintendent by March 31 and the teacher shall be considered in filling any appropriate vacancy pursuant to Article E.23 (Posting and Filling).

## **ARTICLE E.25 ASSIGNMENT IN SCHOOL (PL)**

- E.25.1 Wherever possible, teacher assignments shall reflect: the teacher's professional training and teaching experience and an equitable distribution of the workload, taking into consideration timetable constraints; and, shall not be used for disciplinary purposes.
- E.25.2 A staff meeting shall be held by June 1 for the purpose of discussing the proposed timetable and staff assignments for the next school year and considering the teaching positions required in the school.
- E.25.3 A teacher who is not satisfied with a proposed assignment in a school may, together with the staff representative at their option, meet with the AO concerned to discuss modification to the assignment.

## **ARTICLE E.26 EVALUATION OF TEACHERS (PL)**

- E.26.1 A report shall be written on all teachers during their first year of employment in the district.
- E.26.2 A report shall be written on every teacher employed in the District at least once in every three years.
- E.26.3 A report shall be written upon a teacher's request and if a request is made prior to January 15 the report will be written before April 30 in that year or by such later date agreed to by the teacher and the evaluator.
- E.26.4 All formal reports on the work of a teacher shall be in writing and shall be completed by May 31 in the school year in which the evaluation commenced. No supplementary written report shall be added as an addendum to any written report.
- E.26.5 a. At least one (1) week prior to commencing the observations the evaluator shall meet with the teacher to discuss the purpose of the evaluation, the time span and scheduling of announced observations and the criteria to be applied.

- b. The criteria applied will be as set out in Board Policy which shall not be amended without prior consultation with the Union. The AOs will circulate the Policy to each teacher.
- E.26.6 Each report will be based on a minimum of three (3) formal observations and in normal circumstances, not more than six (6) observations which reflect the teacher's assignment. Periods chosen for observation will be in normal teaching times and no more than half (½) of the observations will be unannounced.
- E.26.7 The evaluation observation cycle leading to the report shall be based on the classroom visits referred to in Article E.26.6 and on the teacher's performance in the classroom and the school as discussed with the teacher by the evaluator. The teacher's general work in school outside the classroom shall not be the main basis for a less than satisfactory report. Involvement or non-involvement in extra curricular activities and/or participation in union activities shall be included only by mutual agreement of the evaluator and the teacher.
- E.26.8 Within two (2) teaching days following each observation, the evaluator and the teacher shall meet to discuss the evaluator's observations and impressions and provide the teacher with copies of any notes taken during these observations or a summary of notes. The evaluator shall give the teacher advice and assistance in overcoming any weakness observed.
- E.26.9 Reports shall be prepared by an AO, or Superintendent or authorized designates permitted to write reports under the *School Act* and Regulations. Such reports shall be prepared independently except as provided in the *School Act* and Regulations [Section 20 (3)].
- E.26.10
  - a. Reports shall reflect any difference between the teacher's assignment and the teacher's professional training and experience.
  - b. No criteria shall be applied which relates to aspects of the learning situation over which the teacher does not have both responsibility and control.
- E.26.11 The teacher shall be given a draft copy of the report at least (3) teaching days prior to the preparation of the final copy. The teacher shall have the opportunity of meeting with the evaluator in the company of an NTU Representative if the teacher so requests, to address any factual errors perceived in the draft and to propose changes. The content of a report shall include an objective description of teaching performance on which the evaluator's judgment is based. The evaluator shall endeavour to complete the final report within fifteen days of any meeting under this paragraph.
- E.26.12 Any written report on a teacher which includes areas of criticism shall include constructive suggestions and advice for improvement in these areas.
- E.26.13 The report shall contain a statement that in the opinion of the evaluator, the learning situation (i.e., the teacher's performance) is satisfactory or less than satisfactory.

- E.26.14 The final report shall be filed in the teacher's personnel file at the School District Office. A copy shall be given to the teacher at the time of filing. One additional copy may be retained by the author. If the Teacher Regulation Branch requests a report, the report shall be prepared according to this Article and a copy will be sent to the Branch pursuant to the *School Act* and Regulations.
- E.26.15 Within fifteen (15) days after receipt of the report, the teacher shall have the right to submit to the evaluator a written commentary on the report which shall be attached to all copies of the report.

## **ARTICLE E.27 NO DISCRIMINATION (L)**

- E.27.1 The Board agrees that there shall be no discrimination exercised or practised with respect to any employee in the application and implementation of this Collective Agreement by reason of:
- a. any of the protected grounds in employment listed in the BC Human Rights Code, or
  - b. membership in and/or authorized activity by the NTU.

## **ARTICLE E.28 PERSONNEL FILES (L)**

- E.28.1 There shall be only one District personnel file for each teacher, maintained at the District Office. The file relating to a teacher kept at the school shall be destroyed within three (3) months of the teacher leaving that school upon the teacher's written request and such action shall be confirmed in writing to the teacher.
- E.28.2 After receiving a request from a teacher, the Superintendent, or designate in respect of the personnel file, or the AOs of the school, in respect of any school file, by appointment at the earliest possible time, grant access to that teacher's file.
- E.28.3 An appropriate school board official shall be present when a teacher reviews their file, and the teacher may be accompanied by an individual of the teacher's choosing.
- E.28.4 The Board agrees that no material that is non-factual or irrelevant to the employment of the teacher, shall be placed in personnel files.
- E.28.5 Whenever material relevant to the performance record of a teacher is added to their personnel file the teacher shall receive a copy.
- E.28.6 Materials to be added to a teacher's file shall be discussed with the teacher involved and the teacher shall have reasonable opportunity to verify the accuracy of the material before it is entered into the teacher's personnel file.

E.28.7 Where material critical of the teacher, or in the nature of a reprimand, is placed in either file referred to in Article E.28.1, the teacher may request to have the material removed two years after the filing, provided that no further material of that nature has been subsequently filed. The principal shall decide if material is to be removed from the school file and the superintendent or designate shall decide if material is to be removed from the district file.

E.28.8 District personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate administrative officials of the school district. The school file shall be in the custody of the principal and shall be accessible only to the AO, that teacher, and the staff representative upon the written request of the teacher.

For clarity:

1. Agreed - District personnel file = official file.
2. Agreed - Material or reprimand means of a minor nature.

## **ARTICLE E.29 SCHOOL ACT APPEALS (L)**

E.29.1 Where a student, parent or guardian files an appeal under Section 11 of the *School Act* and Board By-law, of a decision of a teacher:

- a. the teacher and the Union shall immediately be notified of the appeal, and shall be entitled to receive all documents in possession of the Board relating to the appeal;
- b. the teacher and a Union representative shall meet with the Superintendent or their designate to discuss the matter under appeal and if the teacher and the Superintendent consider it advisable, they shall meet with the appellant(s);
- c. the teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal;
- d. the teacher shall be entitled to attend the hearing of the appeal, if any, where the appellant is present and shall have the right to representation by the Union.

E.29.2 The Board may refuse to hear any appeal where the student, parent or guardian of the student has not first discussed the decision with the teacher(s) who made the decision and the AO concerned.

## **ARTICLE E.30      FALSELY ACCUSED EMPLOYEE ASSISTANCE (PL)**

E.30.1      When a teacher has been accused of child abuse or sexual misconduct during their employment by the Board, and

- a.          an investigation by the Board, Ministry of Social Services and Housing and the RCMP have concluded that the accusation is false; or
- b.          an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false;

the Board will take reasonable steps to ensure the successful return of the teacher to teaching duties and steps leading to the return to duty will be decided by the Board after discussion amongst the Superintendent, teacher and the Union's representative.

## **SECTION F        PROFESSIONAL RIGHTS**

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

**PCA Article F.1.1 and F.1.2 is not applicable in School District No. 92 (Nisga'a). See F.21.1 below.**

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

### **ARTICLE F.20        NON-INSTRUCTIONAL DAYS (PL)**

F.20.1        The Board agrees that there will be five (5) non-instructional days available to each teacher during the school year for which the teacher will be paid on the same basis as if the teacher's school has been in session.

F.20.2        One (1) of the five (5) days will be dedicated by the Board for a staff orientation day (A.29) and another of the days will be dedicated by the Board as the District Annual Education Convention. The remaining three (3) days shall be devoted to professional development activities determined by the teachers at the school staff or the Professional Development Committee level pursuant to Article F.21 (Pro D) of this Agreement.

In case of cancellation, or postponement, of the Annual Education Convention, or its equal replacement (such as other School District/Community sponsored Education Symposiums), the planning of this allocated day will be done by the Superintendent and the Pro-D chairperson.

F.20.3        In addition to the above non-instructional days the Board will grant leave with pay to some affected teachers to attend Ministry sponsored new curriculum in-service conferences. The numbers of such teachers will be determined by the amount of monies made available by the Ministry.

Available information concerning the conference will be forwarded to the AOs and the Union President who will then forward their recommendations to the Superintendent as to who will attend the conference. The Superintendent or designate will make the final decision after consultation.

## **ARTICLE F.21      PROFESSIONAL DEVELOPMENT (PL & L)**

F.21.1 (PL) The NTU shall establish a professional development account for the purpose of promoting professional development of the teaching staff consistent with the Board's and the Professional Development Committee's goals and objectives. It shall be funded and administered as follows:

- a.      the Board shall contribute each September: \$13,000.00
- b.      the NTU shall contribute each September: \$1,500.00

F.21.2 (PL) The fund is to be deposited into an account opened and administered by the NTU Professional Development Chairperson in accordance with directives of the Professional Development Committee. The disbursement of monies from the fund shall conform to generally accepted accounting principles. Financial status reports of the Pro-D account will be forwarded to the Board's Secretary Treasurer following each Pro-D Committee meeting. An annual financial statement, satisfactory to the Board's auditors, will be delivered to the Secretary Treasurer by June 30.

F.21.3 (L) The professional development committee shall be chaired by the Union's Professional Development Chairperson and shall comprise:

- a.      the Union's Professional Development Chairperson;
- b.      a school board representative;
- c.      one teacher representative from each school; and,
- d.      the NTU president.

The parties shall notify each other, by September 20, of their committee representatives.

F.21.4 (PL) The cost for Teachers Teaching on Call or non-certified substitutes for those teachers granted professional development leave of absence shall be borne by the Board and shall be in addition to the Board's contribution to the professional development fund.

F.21.5 (L) A needs assessment shall be the starting point of the professional development program. A meeting of the committee must occur to begin this process. Goals and objectives shall be established through this process.

F.21.6 (L) Whenever possible, activities shall provide for presentation, discussion, demonstration or modelling, practice with feedback, and follow-up. Whenever possible, students, parents and community members shall be invited to participate.

- F.21.7 (L) Application to leave to attend professional development activities are to be submitted to the Professional Development Chairperson to the Superintendent for Board approval two (2) weeks prior to the activity, whenever possible. Such approval shall not be unreasonably withheld.

## **ARTICLE F.22 CURRICULUM CHANGE/IMPLEMENTATION (PL)**

When new curriculum is being introduced in the District at the request of the Ministry of Education or on the initiative of the Board, the Superintendent or their designate will consult with representatives of the teachers who may be affected by the new curriculum to review materials and plan for in-service if necessary.

## **ARTICLE F.23 SCHOOL ACCREDITATION (PL)**

- F.23.1 The Board and the Union agree that the Ministry guidelines constitute the school accreditation process which shall occur in all schools in the district.
- F.23.2 The purpose of school accreditation is to provide school staffs with an opportunity to develop, in co-operation with their local communities, the best possible school climate and programs.
- F.23.3 The school steering committee, which includes the AO, shall determine the appropriate survey instruments to use in the accreditation process.
- F.23.4 Adequate resources shall be identified and committed to the school accreditation process including:
- a. release time for School Accreditation Committee Chairperson and for other staff agreed to by the Chairperson and the AO.
  - b. additional secretarial assistance if necessary and as agreed between the Chairperson and the AO.
- F.23.5 The accreditation process will be in accordance with the Ministry guidelines.
- F.23.6 Publication of the accreditation findings shall be determined by the Board, the Superintendent and the School Steering Committee.

## **ARTICLE F.24 PROFESSIONAL AUTONOMY (PL)**

- F.24.1 Teachers shall, within the bounds of the prescribed curriculum, and consistent with accepted and effective educational practice, have individual autonomy in determining the methods of instruction, and the planning, presentation and evaluation of course materials in classes of pupils to which they are assigned.

F.24.2 The Board and the Union agree that, consistent with the purposes of the teacher evaluation process, an evaluator has the right in carrying out their evaluation duties to recommend teaching practices different from those being used by the teacher.

## **ARTICLE F.25 FIRST NATIONS CURRICULUM (L)**

Local First Nations knowledge and culture, in the vision of both the Board and the NTU, is an important part of learning in the District. Community and teacher involvement will be promoted at all levels of planning and implementation related to culture and language.

## **SECTION G       LEAVES OF ABSENCE**

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

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

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

**[See also Article G.27 for general sick leave use and accrual.]**

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

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

- b. in relation to an employee's spouse:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
- G.2.2 Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC *Employment Standards Act* for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
- G.2.3 Compassionate care leave supplemental employment insurance benefits:
- When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:
- a. one hundred percent (100%) of the employee's current salary for the first week of the leave, and
  - b. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
  - c. Current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.
- G.2.4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
- G.2.5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
- G.2.6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
- G.2.7. Seniority shall continue to accrue during the period of the compassionate care leave.
- G.2.8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

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

**[See also Article G.33 for short term compassionate leave.]**

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

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

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

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

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

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

- G.4.1.      Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family. **[See also Article G.4.5.]**

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

- a.      the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), current ward, grandchild or grandparent of an employee (including in-law), and
- b.      any person who lives with an employee as a member of the employee’s family.

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

- G.4.3.      In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “family member” means:

- a.      in relation to an employee:

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

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

**Local Provisions:**

G.4.5. Upon request, the Board shall grant five (5) days leave of absence without loss of pay to attend the funeral of an aunt or uncle.

**ARTICLE G.5 UNPAID DISCRETIONARY LEAVE**

- G.5.1.
  - a. An employee shall be entitled to a minimum of three (3) days of unpaid discretionary leave each year.
  - b. The leave will be subject to the educational requirements of the district and the availability of a replacement. The leave must be approved by the superintendent or designate. The request shall not be unreasonably denied.
- G.5.2. The leave will be in addition to any paid discretionary leave provided in local provisions.
- G.5.3. The combination of this provision with any other same provision shall not exceed three (3) days.

*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.28 Discretionary Leave.**

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

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Article G.6.1.a and G.6.2 through G.6.10 do not apply in S.D. No. 92 (Nisga'a). See Article G.20, G.21 and G.22.]

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

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

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

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

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

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

- G.9.1        A teacher shall be granted leave upon request to accept a position if the teacher is:
- a.        replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
  - b.        their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
- G.9.2        Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
- G.9.3        The vacated teaching position will be posted as a temporary position during this period.
- G.9.4        Where there are extenuating personal circumstances that extend the leave of the Principal or Vice-Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).
- G.9.5        Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
- a.        Teacher Evaluation
  - b.        Teacher Discipline
- G.9.6        Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local Collective Agreement or otherwise agreed to between the parties.

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

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

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

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

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

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

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

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

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

[See also Article G.26 for maternity leave provisions.]

## **ARTICLE G.20      PRESIDENT'S RELEASE TIME (PL)**

G.20.1      The Board hereby agrees to release the President of the Union from teaching duties.

G.20.2      For the purposes of pension, experience, seniority and sick leave, the President shall be deemed to be in full employ of the Board.

G.20.3      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 benefits upon receipt of a monthly statement.

G.20.4      In the event the President is unable to fulfil the Presidential duties due to a disability lasting more than fifteen (15) days, the Board shall permit another Union member to assume the duties of the President for the duration of the illness or disability. Provisions of Article G.20.1 through G.20.4 shall also apply.

- G.20.5 The teacher returning to full teaching duties from a term as President shall be assigned to the position held prior to the release providing they return to the position within 36 months from the release or if after three (3) years to another position which is suitable to the teacher's qualifications and experience. A one (1) year leave will be granted each year to the president elect and the president will be replaced by a temporary contract teacher until the fourth consecutive term when the president may be replaced by a continuing contract teacher. Notwithstanding Article C.23 Temporary Teachers the temporary contract to replace the president may be renewed for a maximum of three years.

## **ARTICLE G.21 LEAVE FOR NTU AND BCTF BUSINESS (PL)**

- G.21.1 A total of 35 days leave shall be granted to the NTU executive for BCTF or local Union business. Such leave shall be granted without loss of pay subject to the Board being reimbursed by the NTU for the cost of the Teacher(s) on Call. The NTU shall normally notify the Superintendent five (5) teaching days before any member of the executive takes such leave. This leave is exclusive of leave for processing grievances.
- G.21.2 Normally under this article no more than one (1) teacher shall be absent from each of the down river elementary schools and no more than two (2) teachers shall be absent at any one time for NESS elementary or secondary school.

## **ARTICLE G.22 LEAVE FOR NEGOTIATIONS (PL)**

- G.22.1 Contract negotiation meetings between the parties will take place during instructional and non-instructional hours. Should negotiations occur during instructional hours leave shall be granted for up to three (3) teacher members of the bargaining committee or two (2) members and the President. Such leave will be with pay subject to the Board being reimbursed by the NTU for one half of the costs of the substitute teachers except for the President whose release time reimbursement costs are provided for in Article G.20 hereof.
- G.22.2 Under this Article no more than one (1) teacher shall be absent from each of the down river elementary schools.

## **ARTICLE G.23      PARENTHOOD LEAVE (L)**

Both male and female teachers shall be eligible for up to two school years parenthood leave without pay. Leave shall not be granted concurrently to both parents.

- a. Short term parenthood leave will be less than one (1) school year and the intended return date will be specified in the application for this leave.
- b. Long term parenthood leave will be for up to two (2) school years. The teacher must return at the commencement of a school year and must give written notice of his/her intention to return no later than March 31 in the previous school year.

## **ARTICLE G.24      PATERNITY LEAVE (PL)**

The Superintendent shall grant three (3) days leave of absence with pay to a teacher, so that he may attend at the birth of his child.

## **ARTICLE G.25      ADOPTION LEAVE (PL)**

The Superintendent shall grant three (3) days leave of absence with pay to a teacher, so that they may attend to adoption procedures and to collect the child.

## **ARTICLE G.26      MATERNITY LEAVE (PL & L)**

### **G.26.1      Short-Term Maternity Leave**

- a. A pregnant teacher shall be granted upon request, a leave of absence:
  - i. as provided for in Part 6 of the *Employment Standards Act* (1996 ), or
  - ii. for a stated period of time equal or longer than the period stated in Article G.26.1.a.i above, so that the return to duty will coincide with the commencement of the following term.
- b. A teacher requesting maternity leave shall forward medical proof of pregnancy to the Superintendent or designate with no less than one month's notice prior to the commencement of the leave.
- c. In the case of incomplete pregnancy, death of a child or other special situations, a written application to the Superintendent accompanied by a medical clearance certificate, to return to duty earlier than provided in the leave may be submitted by the teacher to the Superintendent, in which case the teacher shall be given the first available suitable placement by the Superintendent.

- d. A teacher returning from short-term maternity leave within a school year shall be reassigned to the same position if reasonably possible or a similar position held prior to the leave. If they are reassigned to a similar position, they will be entitled to return in the next school year to their original position.

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

#### **G.26.2 Long-Term Maternity Leave**

Maternity leave may be extended without pay beyond the 17 weeks legal limit up to a maximum of two (2) years. A teacher returning from extended leave in excess of a school year shall give the Superintendent six (6) months prior written notice to return on September 1 or January 1 and shall be assigned to a reasonably comparable position within the District.

- G.26.3 When a pregnant teacher takes maternity leave to which they are entitled pursuant to the *Employment Standards Act*, the Board shall pay their salary in accordance with the maternity leave provisions in Article G.12. The Board shall continue to pay its share of premiums for Medical, Dental and Extended Health Benefits during the statutory maternity period of seventeen weeks and thereafter such benefits may be continued providing the teacher pays the total monthly premiums in advance.

### **ARTICLE G.27 SICK LEAVE (PL)**

#### **G.27.1 Definition**

Sick Leave means the period of time a teacher is permitted to be absent from work with full pay by virtue of being sick or quarantined or disabled, or under medical treatment, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

#### **G.27.2 Accumulation**

- a. Teachers shall be entitled to accumulate a maximum of fifteen (15) sick days each year calculated at the rate of one and one-half (1 ½) days per month.
- b. Fifteen (15) days of sick leave shall be advanced to each teacher at the beginning of each school year in September. This advance shall be pro-rated for temporary teachers appointed for less than the full school year.
- c. Teachers commencing employment with the Board during the year shall have advanced to them the quota of sick leave benefits which would accrue to them for the balance of the school year.

- d. Sick leave may be accumulated for only those months in which a teacher actually works.
- e. 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 credit of the balance of all sick leave remaining to the credit of the teacher at the time of resignation.
- f. The Board will furnish to each teacher by October 30 each year a statement showing the amount of their earned and accumulated unused sick leave.
- g. Sick leave unused in any school year shall accumulate to the benefit of the teacher's record of sick leave.
- h. In the event a teacher leaves the employ of the Board prior to the conclusion of the school year, sick leave will be reconciled and any necessary adjustments deducted from the final pay cheque.

#### **G.27.3 Usage**

- a. The number of working days for which a teacher may be allowed sick leave with full pay in any one (1) school year shall not exceed one hundred twenty (120) days.
- b. A medical certificate may be required by the Superintendent as proof of the teacher's inability to work due to illness. Such requests will be made, where possible, when the teacher reports sick, during their period of illness, or on the first (1<sup>st</sup>) day back.
- c. Teachers shall be required to sign a statement in accordance with the Board procedure, indicating the reason for the absence, in order to obtain rights to sick leave benefits.

G.27.4 Benefit Plan (MSP, GROUP LIFE, EHB AND DENTAL) shall continue with cost sharing as provided for in Article B.11 Benefits.

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

### **ARTICLE G.28 DISCRETIONARY LEAVE (PL)**

G.28.1 Teachers in the district shall be entitled to one (1) day personal leave with pay. This leave shall be arranged with the AOs and must not be taken in conjunction with Christmas, Spring Break and Summer vacations, and will be subject to the availability of a substitute. Such leave will not be cumulative.

- G.28.2 Any teacher who has accumulated leave days up to June 30, 1990 under 77.02 of the Collective Agreement in force July 1, 1988 to June 30, 1990 shall be entitled to retain those days and utilize them in accordance with the provisions of Article 77.02 of our previous collective agreement.

For each fifteen (15) days of sick leave accumulated in this district a teacher shall be entitled to use one (1) day of sick leave for personal business to a maximum of four (4) days (i.e. one (1) day leave at fifteen (15), one (1) day leave at thirty (30), one (1) day leave at sixty (60). The four (4) days may be banked and used either singly or consecutively. Such leave shall be as arranged with the AO and be chargeable to accumulated sick leave (G.27.2).

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

## **ARTICLE G.29 LEAVE FOR ELECTED OFFICE (PL)**

- G.29.1 Should a teacher be elected as a member of Parliament or member of the Legislative Assembly, they shall be granted an unpaid leave of absence for the first term of office.
- G.29.2 The return from such leave of absence shall be at the start of the school year in September following proper notice of intention to return filed with the Superintendent prior to May 31 of the year of return.

## **ARTICLE G.30 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS (PL)**

The Board shall grant leave of absence to a teacher who serves as a juror or as a subpoenaed court witness other than on their own behalf. The Board shall pay such a teacher the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals or other expenses. The teacher will present proof of service and the amount of pay received.

## **ARTICLE G.31 GENERAL LEAVE (PL)**

The Board or its designate may approve leave of absence with or without pay, for a teacher requesting such leave for good and sufficient cause. The Superintendent may grant such a leave in appropriate circumstances pending the consideration of the Board. In such circumstances, the leave shall be granted without pay, pending the decision of the Board.

- a. Short term general leave will be less than one (1) school year and the intended return date will be specified in the application for this leave. The superintendent or designate may approve up to five (5) days of general leave with or without pay without Board approval.

- b. Long term general leave will be for one (1) year and the request must be received no later than March 31 of the year prior to commencement of the leave. The teacher must return at the commencement of a school year and must give written notice of their intention to return no later than March 31 in the previous school year.

## **ARTICLE G.32      EMERGENCY LEAVE FOR CHILD AND FAMILY MEMBER ILLNESS (PL)**

In the case of illness of a spouse, parent or child of a teacher, where there is no one else in the home capable of providing care, the teacher shall be entitled, after notifying their supervisor, to use sick leave for the purpose of spouse, parent or child care. The Board may request a medical practitioner's certificate as proof of the spouse, parent or child's illness.

## **ARTICLE G.33      EDUCATIONAL LEAVE (PL)**

G.33.1      The Board may grant educational leave, on application, to a teacher for the purpose of furthering excellence of instruction in the school district subject to the following conditions:

- a. the leave given will normally be for one full teaching year;
- b. an application for leave must be submitted to the Board no later than March 31 of the year prior to commencement of the leave;
- c. the teacher must return at the commencement of a school year and must give written notice of their intention to return no later than March 31 in the previous school year;
- d. the leave would normally be for completion of fifteen units of university credits (UBC equivalent) taken during a winter session.

G.33.2      Any of the following general activities may be considered to fulfil such purposes:

- a. formal academic training regardless of whether it leads to higher certification;
- b. studies or programs designed to bring new techniques or educational strategies to the school district;
- c. to assist established teachers to refresh and advance their knowledge of methods, subject matter or general background for teaching.

## **ARTICLE G.34      PERSONAL LEAVE (PL)**

Any teacher who has worked an aggregate of a minimum of five (5) years in the District is entitled, upon application to the Superintendent, to one year's leave of absence commencing September to June 30 the following year without pay. The teacher concerned must apply for this leave by May 31 of the year in which the leave is requested. The teacher will be eligible for this leave again after a further five (5) years of service. The teacher must give written notice of their intention to return to the District at the commencement of the following school year not later than March 31 in the year which the teacher is on leave of absence.

## **ARTICLE G.35      CULTURAL LEAVE (L)**

A teacher may be granted leave without pay by a designate of the Board for the following:

- G.35.1      A teacher who has been appointed to be the T'il-luulak' by the grieving family, may be granted leave up to five (5) days.
- G.35.2      A teacher who has to attend to Wo'om pdeekhl with her husband to Ts'ihln'iinak'amskw may be granted one half (1/2) day to fulfill her responsibilities.
- G.35.3      A teacher who is required to attend the Nisga'a Lisims Special assembly as a representative of their village or the Union or, as an observer may be granted a leave of absence provided the application is made to the Board at least one week in advance. A maximum of two (2) teachers from the district shall be granted this leave at the same time. If more than two (2) teachers request this leave simultaneously then the Union shall determine the two (2) teachers that will be granted this leave.
- G.35.4      A teacher wishing to attend events for Hoobiyee may be granted a maximum of two (2) days and a teacher wishing to attend Aboriginal Day may be granted a maximum of one (1) day. A maximum of two (2) teachers from the district shall be granted either one of these leaves at the same time. If more than two teachers request either one of these leaves simultaneously then the Union shall determine the two (2) teachers that will be granted this leave.

## SIGNATURES

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

\_\_\_\_\_  
Robert Clifton, CEO & Superintendent  
School District No. 92 (Nisga'a)

\_\_\_\_\_  
Derek Azak, President  
Nisga'a Teachers' Union

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

\_\_\_\_\_  
Clint Johnston, President  
British Columbia Teachers' Federation

## **LOCAL LETTERS OF UNDERSTANDING**

### **LETTER OF UNDERSTANDING**

SCHOOL DISTRICT NO.92 (NISGA'A)

AND

NISGA'A TEACHERS' UNION

It is understood and agreed that Nisga'a Language Assistants are assisting the District Nisga'a Language and Culture Centre to carry out its directions. The responsibilities and duties of Nisga'a Language Assistants are under the supervision of the coordinator of the District Nisga'a Language and Culture Centre and under the supervision of the Administrative Officer in each school.

# LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

## Re: Designation of Provincial and Local Matters

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

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

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

### **Housekeeping – Form Issues**

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

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

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

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

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

14. Payment of Teacher Regulation Branch and other professional fees
15. Benefits – general information and benefits management committee
16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

### **Section C – Employment Rights**

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

### **Section D – Working Conditions**

1. Teacher Workload
  1. *Class Size*
  2. *Class Composition*
2. Inclusion
  1. *Urgent Intervention Program or similar*
  2. *School Based Team*
3. Professional Teaching Staff Formulas including advisory committees

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

## **Section E – Personnel Practices**

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

21. Leave for Blood, Tissue and Organ Donations, Leave for Bone Marrow, Cell Separation Program Participation
22. Miscellaneous Leaves with cost

**January 22, 2021 - Provincial Matters**

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

<b>Appendix 2</b> <b>LOCAL MATTERS</b>
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## **Appendix 2 – Local Matters**

### **Housekeeping – Form Issues**

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

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

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

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

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

## **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.

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

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

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

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

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

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

**Concerning Selection of Administrative Officers**

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

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

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

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

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

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

**Professional Development**

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

Teacher Assistants:

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

Professional Development:

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

Signed this 23rd day of April 1997.

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

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

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

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

## **LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

**BETWEEN:**

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

**AND**

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

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

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

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**Not Applicable in School District No. 92 (Nisga'a).**

**LETTER OF UNDERSTANDING No. 3.b**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Section 27.4 Education Services Collective Agreement Act**

**Not Applicable in School District No. 92 (Nisga'a).**

## 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 28<sup>th</sup> day of October, 2022

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

### **BETWEEN:**

### **BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

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

The committee will review:

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

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

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

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

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

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

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

False Bay School	Lasqueti
<b>70 - Alberni (only part of district approved)</b>	
Bamfield	Bamfield
Wickanninish	Tofino
Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet
<b>72 - Campbell River (only part of district approved)</b>	
Surge narrows	Read Island
Sayward Elem	Village of Sayward
Cortes Island	Cortes island
<b>73 - Kamloops/Thompson (only part of district approved)</b>	
Blue River Elem	Blue River
Vavenby Elem	Vavenby
Brennan Creek	Brennan Creek
<b>74 - Gold Trail (only part of district approved)</b>	
Gold Bridge Community	Gold Bridge/ Bralorne
Sk'il' Mountain Community	Seton Portage/South Shalalth/Shalalth
Lytton Elementary	
Kumsheen Secondary	
Venables Valley Community	Venables Valley
Cayoosh Elementary	Lillooet/Pavilion/ Fountain/Band Communities
George M. Murray Elementary	Lillooet/ Pavilion / Fountain/Band communities
Lillooet Secondary	Lillooet / Pavilion / Fountain/Band communities
<b>81 - Fort Nelson (Entire District)</b>	
<b>82 - Coast Mountain (Entire District)</b>	
<b>84 - Vancouver Island West (entire district approved)</b>	
<b>85 - Vancouver Island North (Entire District)</b>	
<b>87 - Stikine (Entire District)</b>	
<b>91 - Nechako Lakes (Entire District)</b>	
<b>92 - Nisga'a (Entire District)</b>	
<b>93 - Conseil Scolaire Francophone (only part of district approved)</b>	
Ecole Jack Cook	Terrace

## LETTER OF UNDERSTANDING No. 6

### BETWEEN BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

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

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

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

### **BETWEEN BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

The following examples are intended to provide further clarification:

#### Example 1

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

#### Example 2

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

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

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

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

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

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

### **BETWEEN BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

The following examples are intended to provide further clarification:

#### Example 1

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

#### Example 2

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

Original signed March 26, 2020

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

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

### **BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

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

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

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

## Appendix A to Letter of Understanding No. 9

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

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

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

Not applicable in SD No. 92 (Nisga'a).

## **LETTER OF UNDERSTANDING NO. 11**

### **BETWEEN**

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

### **AND THE**

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

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

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

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

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

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

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

8. Once transferred, the previous local Collective Agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than June 30<sup>th</sup> of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30<sup>th</sup> of the preceding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than November 15<sup>th</sup> of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15<sup>th</sup> of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date signed below.

Example:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

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

**THEREFORE THE PARTIES AGREE THAT:**

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

### Shared Commitment to Equitable Access to Learning

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

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

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

### Agreement to be Implemented

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

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

4. All language pertaining to learning specialists shall be implemented as follows:
  - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
    - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
    - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
    - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;

- iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
  - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
- C. Where a local Collective Agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local Collective Agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).
- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2022-2025 BCPSEA – BCTF provincial Collective Agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

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

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

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

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

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

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

The size of primary classes shall be limited as follows:

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

##### **K-3 Superior Provisions to Apply**

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

##### **Class Size Language: 4-12**

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

##### **PART II – CLASS COMPOSITION PROVISIONS**

### Implementation of Class Composition Language

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

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

### Efforts to Achieve Compliance: Provincial Approach

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

### Best Efforts to Be Made to Achieve Compliance

14. School Districts will make best efforts to achieve full compliance with the Collective Agreement provisions regarding class size and composition. Best efforts shall include:
  - A. Re-examining existing school boundaries;
  - B. Re-examining the utilization of existing space within a school or across schools that are proximate to one another;
  - C. Utilizing temporary classrooms;

D. Reorganizing the existing classes within the school to meet any class composition language, where doing so will not result in a reduction in a maximum class size by more than:

- five students in grades K-3;
- four students for secondary shop or lab classes where the local class size limits are below 30, and;
- six students in all other grades.

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

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

- School District 10 (Arrow Lakes)
- School District 35 (Langley)
- School District 49 (Central Coast)
- School District 67 (Okanagan-Skaha)
- School District 74 (Gold Trail)
- School District 82 (Coast Mountain)
- School District 85 (Vancouver Island North)

E. Renegotiating the terms of existing lease or rental contracts that restrict the School District's ability to fully comply with the restored Collective Agreement provisions regarding class size and composition;

F. Completing the post-and-fill process for all vacant positions.

### Non-Compliance

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

- compelling family issues;
- sibling attendance at the same school;
- the age of the affected student(s);
- distance to be travelled and/or available transportation;
- safety of the student(s);

- the needs and abilities of individual student(s);
- accessibility to special programs and services;
- anticipated student attrition;
- time of year;
- physical space limitations;
- teacher recruitment challenges.

### Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

Dated this 26<sup>th</sup> day of March 2020.

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

## LETTER OF UNDERSTANDING NO. 13

### BETWEEN

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

### AND THE

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

#### **Re: Committee to Discuss Indigenous Peoples Recognition and Reconciliation**

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

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

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

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

The committee will:

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

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

**LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

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

**AND THE**

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

**Re: Cultural Leave for Aboriginal Employees**

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

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

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

## **LETTER OF UNDERSTANDING NO. 15**

### **BETWEEN**

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

### **AND THE**

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

#### **Re: Structural Review Committees**

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

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

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

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

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

##### **2. Review of local bargaining trial procedure**

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

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

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

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

**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Benefits Improvements**

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

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

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

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

## LETTER OF UNDERSTANDING NO. 17

### BETWEEN

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

### AND THE

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

#### **Re: Employment Equity – Groups That Face Disadvantage**

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

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

The parties therefore agree that:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, to make application to the Office of the Human Rights Commissioner (under section 42 of the *Human Rights Code*) to obtain approval for a "special program" that would serve to attract and retain employees from groups who face disadvantage.
2. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the group(s) the special program is intended to attract and retain.
3. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the position(s) to which the special program application should apply. The parties recognize that a special program application may be in relation to a specific position or program, or an overall hiring objective.
4. They will encourage and assist boards of education and local teachers' unions to include in applications to the Office of the Human Rights Commissioner a request to grant:
  - a. priority hiring rights to applicants from groups who face disadvantage; and
  - b. priority in the post and fill process for employees from groups who face disadvantage.

5. In conjunction with LOU No. 4, the provincial parties will jointly:
  - a. develop communications and training which will support the application for and implementation of special programs in districts; and
  - b. develop an Implementation Guide to share with boards of education and local teachers' unions.

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

# INDEX

## A

ACCESS TO INFORMATION.....	19
ACCREDITATION.....	79
ADOPTION LEAVE.....	89
AGREED UNDERSTANDING OF THE TERM TEACHER TEACHING ON CALL.....	109
AGREEMENT, COPY OF.....	18
ALLOWANCES	
DEPARTMENT HEAD.....	38
INDUSTRIAL FIRST AID PREMIUMS.....	40
ISOLATION.....	39
MILEAGE .....	31
MOVING .....	38
SALARY INDEMNITY PLAN .....	28
TEACHER IN CHARGE.....	38
ALTERNATE SCHOOL CALENDAR.....	56
APPEARANCES IN LEGAL PROCEEDINGS [LEAVE] .....	92
APPOINTMENT TO TEACHING STAFF OF SD #92 .....	69
ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS .....	119
ASSIGNMENT IN SCHOOL.....	72

## B

BASIC SALARY PROTECTION.....	40
BCTF BUSINESS, LEAVE FOR .....	88
BCTF DUES DEDUCTION .....	9
BEGINNING TEACHERS.....	60
BENEFITS.....	123, 143
CONTINUOUS OF BENEFITS.....	33
DEATH BENEFITS .....	41
EXTENDED HEALTH BENEFITS - PACIFIC BLUE CROSS .....	33
GENERAL .....	32
GROUP DENTAL PLAN - PACIFIC BLUE CROSS .....	32
GROUP LIFE INSURANCE PLAN A.....	32
MEDICAL INSURANCE.....	32
SALARY INDEMNITY PLAN .....	33
BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS’ AND SCHOOL PSYCHOLOGISTS’ PROFESSIONAL FEES .....	35
BUDGET .....	61
BULLETIN BOARDS .....	18

## C

CATEGORY 5+.....	34
CATEGORY ADDITION .....	35
CLASS COMPOSITION AND INCLUSION .....	52
CLASS SIZE AND TEACHER WORKLOAD .....	52
COMMITTEE MEMBERSHIP.....	9
COMMITTEES	
HEALTH AND SAFETY.....	59

MEMBERSHIP .....	9
PROFESSIONAL RELATIONS.....	68
SCHOOL STAFF .....	19
COMPASSIONATE CARE LEAVE.....	81
CONTINUOUS SERVICE BONUS.....	33
CONTRACTING OUT .....	21
COPY OF AGREEMENT .....	18
CULTURAL LEAVE.....	SEE
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES .....	87
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES LOU ...	141
CURRICULUM CHANGE/IMPLEMENTATION .....	79

## D

DAILY INSTRUCTIONAL HOURS.....	59
DEATH BENEFITS .....	41
DEFINITION OF EXPERIENCE .....	37
DEFINITIONS.....	17
A.O.....	17
BCTF.....	17
BOARD .....	17
L 17	
N.T.U.....	17
P 17	
PL 17	
SUPERINTENDENT .....	17
TEACHER.....	17
DENTAL PLAN .....	32
DEPARTMENT HEAD ALLOWANCE .....	38
DISCIPLINE FOR MISCONDUCT; JUST AND REASONABLE CAUSE, DUE PROCESS.....	48
DISCRETIONARY LEAVE.....	91
DISCRIMINATION.....	74
DISMISSAL AND DISCIPLINE FOR MISCONDUCT; JUST AND REASONABLE CAUSE, DUE PROCESS.....	48
DISTRICT INTER SCHOOL MAIL SERVICE .....	18
DUES DEDUCTION, LOCAL AND BCTF .....	9
DURATION OF SCHOOL DAY .....	59

## E

EDUCATIONAL LEAVE .....	93
EI REBATE .....	27
ELECTED OFFICE, LEAVE FOR .....	92
EMERGENCY LEAVE FOR CHILD AND FAMILY MEMBER ILLNESS .....	93
EMPLOYMENT EQUITY - GROUPS THAT FACE DISADVANTAGE .....	144
EMPLOYMENT EQUITY – INDIGENOUS PEOPLES.....	112
EMPLOYMENT STANDARDS ACT LEAVES.....	83
EVALUATION .....	45
EVALUATION OF TEACHERS.....	72
EXCLUSIONS .....	18
EXPEDITED ARBITRATION .....	14

EXPERIENCE RECOGNITION.....	35
EXPERIENCE, DEFINITION OF .....	37
EXTENDED HEALTH BENEFITS .....	33
EXTRA-CURRICULAR ACTIVITIES.....	59

## F

FALSELY ACCUSED EMPLOYEE ASSISTANCE .....	76
FILLING VACANT POSITIONS .....	70
FIRST AID PREMIUMS.....	40
FIRST NATIONS CURRICULUM.....	80

## G

GENERAL LEAVE (PL) .....	92
GRIEVANCE PROCEDURE.....	10
GROUP LIFE INSURANCE - PLAN A .....	32

## H

HARASSMENT/SEXUAL HARASSMENT .....	63
HAZARDOUS MATERIALS .....	60
HEALTH AND SAFETY COMMITTEE .....	59
HOME EDUCATION .....	61
HOUSING .....	41

## I

INCREMENT DATES .....	37
INDIGENOUS PEOPLES - EMPLOYMENT EQUITY.....	112
INDUSTRIAL FIRST AID PREMIUMS .....	40
INFORMATION, ACCESS TO.....	19
INSURANCE .....	31
INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION .....	57
INTER SCHOOL MAIL SERVICE .....	18
ISOLATION ALLOWANCE .....	39

## J

JURY DUTY .....	92
-----------------	----

## L

LAYOFF RECALL AND SEVERANCE PAY .....	45
LEAVES OF ABSENCE	
CULTURAL LEAVE .....	94
LEAVES OF ABSENCE	
ADOPTION.....	89
APPEARANCES IN LEGAL PROCEEDINGS .....	92
COMPASSIONATE CARE .....	81
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES.....	87
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES LOU .....	141
DISCRETIONARY .....	91

EDUCATIONAL .....	93
ELECTED OFFICE.....	92
EMERGENCY LEAVE FOR CHILD AND FAMILY MEMBER ILLNESS .....	93
EMPLOYMENT STANDARDS ACT LEAVES.....	83
GENERAL.....	92
JURY DUTY .....	92
MATERNITY.....	89
MATERNITY/PREGNANCY LEAVE SEB .....	87
NEGOTIATIONS.....	88
NTU AND BCTF BUSINESS .....	88
PARENTHOOD.....	89
PATERNITY .....	89
PERSONAL.....	94
PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST .....	121
PRESIDENT'S RELEASE TIME .....	87
PROVINCIAL CONTRACT NEGOTIATIONS.....	15
REGULATORY BUSINESS PER TEACHERS ACT .....	16
SICK.....	90
TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES.....	86
TEMPORARY PRINCIPAL / VICE-PRINCIPAL LEAVE .....	86
LEGAL PROCEEDINGS, APPEARANCE IN [LEAVE] .....	92
LEGISLATIVE CHANGE.....	15
LETTERS OF UNDERSTANDING	
AGREED UNDERSTANDING OF THE TERM TEACHER TEACHING ON CALL .....	109
AGREEMENT REGARDING RESTORATION OF CLASS SIZE, COMPOSITION, RATIOS AND ANCILLARY LANGUAGE .....	132
ARTICLE C.2. – PORTING OF SENIORITY – SEPARATE SENIORITY LISTS.....	117
ARTICLE C.4 – TTOC EMPLOYMENT - FORM B TEACHER NOTICE TTOC EXPERIENCE TRANSFER REQUEST ..	131
ARTICLE C.4 – TTOC EMPLOYMENT - FORM A TEACHER NOTICE TTOC EXPERIENCE TRANSFER REQUEST ..	130
ARTICLE C.4 TTOC EMPLOYMENT - TTOC EXPERIENCE CREDIT TRANSFER WITHIN A DISTRICT .....	128
BENEFITS IMPROVEMENTS.....	143
COMMITTEE TO DISCUSS INDIGENOUS PEOPLES RECOGNITION AND RECONCILIATION .....	140
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES .....	141
DESIGNATION OF PROVINCIAL AND LOCAL MATTERS. 97	
EMPLOYMENT EQUITY - GROUPS THAT FACE DISADVANTAGE .....	144
EMPLOYMENT EQUITY – INDIGENOUS PEOPLES.....	112
PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS .....	119
PROVINCIAL EXTENDED HEALTH BENEFIT PLAN.....	123
RECRUITMENT AND RETENTION FOR TEACHERS AT BEAVERDELL AND BIG WHITE ELEMENTARY SCHOOLS.....	127
REVIEW OF LOCAL BARGAINING TRIAL PROCEDURE .....	142
SECTION 27.4 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT .....	111
STRUCTURAL REVIEW COMMITTEE.....	142

TEACHER SUPPLY AND DEMAND INITIATIVES .....	113
TRIPARTITE SUB-COMMITTEE TO REVIEW THE SPLIT-OF- ISSUES .....	142
LETTERS OF UNDERSTANDING - PROVINCIAL SECTION 4 OF BILL 27 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT.....	110
LIFE INSURANCE .....	32
LOCAL AND BCTF DUES DEDUCTION.....	9
LOCAL LETTERS OF UNDERSTANDING.....	96

## M

MAIL SERVICE, DISTRICT INTER SCHOOL .....	18
MANAGEMENT RIGHTS.....	16
MATERNITY LEAVE .....	89
MATERNITY/PREGNANCY LEAVE SEB.....	87
MEDICAL INSURANCE .....	32
MEMBERSHIP REQUIREMENT .....	8
MIDDLE SCHOOLS .....	54
MILEAGE .....	31
MOVING ALLOWANCE (PL) .....	38

## N

NEGOTIATIONS, LEAVE FOR .....	88
NO DISCRIMINATION .....	74
NON-ENROLLING STAFFING RATIOS .....	54
NON-INSTRUCTIONAL DAYS.....	77
NON-SEXIST ENVIRONMENT .....	63
NTU AND BCTF BUSINESS, LEAVE FOR .....	88
NTU SCHOOL STAFF REPRESENTATIVES.....	20

## O

OPTIONAL TWELVE-MONTH PAY PLAN .....	29
ORIENTATION, STAFF .....	20

## P

PARENTHOOD LEAVE .....	89
PART MONTH PAYMENT AND DEDUCTIONS .....	37
PART-TIME TEACHER EMPLOYMENT RIGHTS.....	51
PATERNITY LEAVE .....	89
PAY PERIODS.....	30
PAY PLAN, TWELVE MONTH OPTIONAL.....	29
PAYMENT FOR WORK BEYOND REGULAR WORK YEAR ....	41
PERSONAL LEAVE .....	94
PERSONAL PROPERTY LOSS .....	29
PERSONALLY OWNED PROFESSIONAL MATERIAL.....	29
PERSONNEL FILES.....	74
PICKET LINE PROTECTION .....	20
PLACEMENT ON SCALE .....	36
PLANNING NEW SCHOOLS.....	61
PORTABILITY OF SICK LEAVE .....	81
PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST .....	121
PORTING OF SENIORITY – SEPARATE SENIORITY LISTS ...	117

PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS.....	119
POSITIONS OF SPECIAL RESPONSIBILITY.....	38
POSTING AND FILLING VACANT POSITIONS .....	70
PREGNANCY SUPPLEMENTAL EMPLOYMENT BENEFITS...	87
PREPARATION TIME .....	54
PRESIDENT’S RELEASE TIME .....	87
PRIVATE VEHICLE DAMAGE .....	29
PROFESSIONAL AUTONOMY .....	79
PROFESSIONAL DEVELOPMENT.....	78
PROFESSIONAL DEVELOPMENT FUNDING .....	77
PROFESSIONAL MATERIAL, PERSONALLY OWNED .....	29
PROFESSIONAL RELATIONS COMMITTEE .....	68
PROPERTY LOSS.....	29
PROVINCIAL CONTRACT NEGOTIATIONS [LEAVE] .....	15
PURPOSE .....	6

## R

RACISM.....	69
RECOGNITION OF THE UNION .....	8
REGISTERED RETIREMENT SAVINGS PLAN .....	27
REGULAR WORK YEAR FOR TEACHERS.....	58
REIMBURSEMENT FOR MILEAGE AND INSURANCE.....	31
REIMBURSEMENT FOR PERSONAL PROPERTY LOSS.....	29
RESIGNATION .....	42

## S

SALARY .....	22
SALARY SCHEDULE JULY 1, 2022.....	24
SALARY SCHEDULE JULY 1, 2023.....	24
SALARY SCHEDULE JULY 1, 2024.....	25
SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION .....	27
SALARY INDEMNITY PLAN .....	33
SALARY INDEMNITY PLAN ALLOWANCE .....	28
SCALE PLACEMENT .....	36
SCHOOL ACCREDITATION .....	79
SCHOOL ACT APPEALS.....	75
SCHOOL CALENDAR, ALTERNATE .....	56
SCHOOL DAY, DURATION OF .....	59
SCHOOL FACILITIES, USE OF .....	18
SCHOOL STAFF COMMITTEE.....	19
SCHOOL STAFF REPRESENTATIVES .....	20
SECTION 27.4 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT .....	111
SENIORITY.....	42
SEVERANCE PAY .....	47
SEXUAL HARASSMENT.....	63
SICK LEAVE.....	90
SIGNATURES .....	95
STAFF MEETINGS.....	57
STAFF ORIENTATION .....	20
SUPERVISOR DUTIES – NOON .....	58

## T

TEACHER ASSISTANTS .....	21
TEACHER IN CHARGE .....	61
TEACHER IN CHARGE .....	38
TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS ...	61
TEACHER REGULATION BRANCH FEES .....	33
TEACHER SUPPLY AND DEMAND INITIATIVES .....	113
TEACHER TRANSFERS .....	70
TEACHERS DAILY INSTRUCTIONAL HOURS .....	59
TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES .....	86
TECHNOLOGICAL CHANGE .....	61
TEMPORARY PRINCIPAL / VICE-PRINCIPAL LEAVE .....	86
TEMPORARY TEACHERS .....	50
TERM, CONTINUATION AND RENEGOTIATION .....	7
TERMINATION FOR UNSATISFACTORY TEACHER PERFORMANCE .....	49
TRANSFERS .....	70
TTOC AND BENEFITS .....	25
TTOC EMPLOYMENT .....	45
EXPERIENCE CREDIT .....	45

TTOCS CONDUCTING UNION BUSINESS .....	85
TTOCS CONDUCTING UNION BUSINESS NEGOTIATING TEAM .....	85
TWELVE-MONTH PAY PLAN .....	29

## U

UNION, RECOGNITION OF .....	8
UNSATISFACTORY TEACHER PERFORMANCE .....	49
USE OF SCHOOL FACILITIES .....	18

## V

VEHICLE DAMAGE .....	29
----------------------	----

## W

WORK BEYOND REGULAR WORK YEAR .....	41
WORK YEAR FOR TEACHERS .....	58
WORKERS' COMPENSATION BOARD BENEFITS .....	40