

**2022-2025**

**LOCAL and PROVINCIAL WORKING AGREEMENT**

**-Between-**

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

**The Board of Education of School District No. 58 (Nicola-Similkameen)**

**-and-**

**British Columbia Teachers' Federation /**

**Nicola Valley and Princeton District Teachers' Union**

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

**AS IT APPLIES IN S.D. No. 58 (NICOLA-SIMILKAMEEN)**

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

**Acknowledgement of Traditional Territories**

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

## DEFINITIONS

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so required.

## SIGNATURES

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

\_\_\_\_\_  
Courtney Lawrance, Superintendent  
School District No. 58 (Nicola-Similkameen)

\_\_\_\_\_  
Vince Kanigan, President  
Nicola Valley Teachers' Union

\_\_\_\_\_  
Gordon Swan, Chair  
School District No. 58 (Nicola-Similkameen)

\_\_\_\_\_  
Trina Moulin, President  
Princeton District Teachers' Union

\_\_\_\_\_  
Justin Rempel, Executive Director  
Strategic Negotiations  
British Columbia Public School  
Employers' Association

\_\_\_\_\_  
Carole Gordon, President  
British Columbia Teachers' Federation

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## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

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

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

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

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

- A.2.1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
- A.2.2. Pursuant to *PELRA*, the Board of Education for School District No. 58 (Nicola-Similkameen) recognizes the Nicola Valley and Princeton District Teachers' Union as the teachers' union for the negotiation in School District No. 58 (Nicola-Similkameen) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in School District No. 58 (Nicola-Similkameen) 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*.

### **Local Provisions:**

- A.2.4. Certified teachers teaching on call are entitled only to those benefits as specifically outlined within this Agreement as being applicable for certified teachers teaching on call.

## **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 Nicola Valley and Princeton Teachers' Union, 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.

### **Local Provisions:**

- A.4.6 Existing employees who have not joined the Union will be required to pay dues in accordance with Article A.4.1.
- A.4.7 The employer will remit the local fees and levies by the 15<sup>th</sup> day of the month following the deduction.

## **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      DESCRIPTION OF THE BARGAINING UNIT**

- A.20.1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties or until the Labour Relations Board or its successor has determined that position to be excluded.
- A.20.2. For all positions which the Union claims to be within the bargaining unit and the Board claims to be excluded, the Board agrees to provide the Union with a written description of the job content.
- A.20.3. Where the parties are unable to agree whether a newly created position is included, then the Labour Relations Board or its successor will make that determination.

## **ARTICLE A.21      LEAVE FOR CONTRACT NEGOTIATION**

- A.21.1. Leave of absence for the Bargaining Chairperson shall be granted to a total of fifteen (15) days for purposes related to collective bargaining with the Board. Such leave will be with pay and without loss of seniority and may be extended by mutual agreement. Teacher teaching on call costs will be borne by the Union.
- A.21.2. Subject to operational requirements, release time with pay shall be provided to a member of the Union executive, up to six (6) members of the Bargaining Committee to conduct contract negotiations. The Union will request leaves at least three (3) days in advance. Teacher teaching on call costs will be borne by the Union.



## **ARTICLE A.22 NO CONTRACTING OUT**

- A.22.1. The Board shall not contract out to external agencies for the performance of regular teacher duties as defined in the School Act and Regulations, which would normally and regularly be performed by members of the bargaining unit. The following exceptions shall apply:
- a. services that, in School District No. 58 (Nicola-Similkameen), have been historically contracted out or performed by other parties;
  - b. duties performed by administrative officers in accordance with Regulation 5(6) of the School Act Regulations;
  - c. where there is no trained teacher capable of the work readily available, the Board may, with Union approval, contract out. Such Union approval shall not be unreasonably withheld;
  - d. with the approval of the Union.
- A.22.2. This clause does not limit the Board's ability to employ persons other than teachers to assist teachers in carrying out their duties.
- A.22.3. This does not restrict either party from changing their position at the expiration of this Agreement.

## **ARTICLE A.23 TEACHERS' ASSISTANTS**

- A.23.1. For the purpose of this article, "teachers' assistants" shall include teachers' aides, education assistants and child care workers in the employ of the Board.
- A.23.2. All teachers' assistants hired to assist teachers in providing services to children, shall be under the direction of the teacher(s) being supported and under the supervision of the corresponding principal or designate.
- A.23.3. When a teacher's assistant is absent, the principal or designate will determine, in consultation with the teacher, if the assistant should be replaced.
- A.23.4. Teachers' assistants shall not be used in calculating the pupil/teacher ratio.

## **ARTICLE A.24 COPY OF AGREEMENT**

Within thirty (30) days of signing the contract, the Board shall provide to the Union, twenty-five (25) bound copies of this agreement. Upon request by individual employees, further bound copies will be provided within thirty (30) days.

## **ARTICLE A.25      STAFF ORIENTATION**

- A.25.1. All newly appointed teachers shall receive, prior to commencing duties if possible, or within the first thirty (30) days of commencing duties, an orientation jointly sponsored by the Board and the Union.
- A.25.2. The orientation shall acquaint employees with the basic operation of the School District as well as the rights and responsibilities under the Collective Agreement.
- A.25.3. The orientation shall not interfere with teacher duties as outlined in this Agreement.

## **ARTICLE A.26      BULLETIN BOARDS**

The Union shall have the right to post notices of activities and matters of Union concern on bulletin boards. These bulletin boards shall be provided in each staff room in each school building, and a reasonable portion shall be for the exclusive use of the Union.

## **ARTICLE A.27      INTERNAL MAIL**

Where no operational difficulties are created, the Union shall have access to the District internal mail service and employee mail boxes for communication to bargaining unit members.

## **ARTICLE A.28      ACCESS TO WORKSITE**

Representatives of the Union, authorized by the Local Union, shall have the right to transact Union business on school property and utilize district facilities for Union business at no cost to the Union provided that such activities do not interfere with scheduled activities or teacher duties as outlined in this Agreement. The representative of the Union authorized by the Local Union shall inform the school office when they arrive at the facility.

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

- A.29.1. The Board agrees to furnish to the Union, without charge, the following:
- a. financial information including annual audited financial statement and School District preliminary and final budget, as approved by the Board and submitted to the Ministry;
  - b. copy of Form 2003 or equivalent;
  - c. professional employees information including a list of employees, showing their names, addresses, phone numbers (unless unlisted), unless specifically requested in writing not to by the employee;
  - d. copies of letters, if issued, on job postings, out of school transfers, hirings, resignations, retirements, suspensions, terminations, and Board approved leaves of absence for more than 20 days;

- e. agenda and minutes of public Board meetings and attachments as released to the media;
- f. notification of less-than-satisfactory teacher evaluation reports unless requested not to in writing by the employee involved.

## **ARTICLE A.30 MANAGEMENT RECOGNITION**

The parties agree that except as specifically limited within this Agreement or within applicable legislation, the right and responsibility to manage all its operations in a fair and reasonable manner is the exclusive responsibility of the School Board.

## **ARTICLE A.31 LOCAL UNION SCHOOL STAFF REPRESENTATIVES**

- A.31.1. The Board recognizes one Local Union staff representative at each School, elected in accordance with Union procedures, and the Board shall be advised in writing as to the name of the representative.
- A.31.2. After receiving permission from the principal or designate, staff representatives may use a facility to conduct Union meetings before school, during noon hour, and after school. This shall not interfere with teacher duties as outlined in this Agreement.
- A.31.3. Where meetings between a principal or designate and a teacher concern disciplinary matters, then the teacher shall have the right to have or refuse to have the Local Union staff representative or another Local Union representative in attendance, and the principal or designate shall have the right to have another local administrative representative in attendance.
- A.31.4. It shall be the responsibility of the principal or designate to inform the teacher prior to a meeting that it concerns discipline.

## **ARTICLE A.32 LABOUR DISPUTES**

- A.32.1. The Union and its members agree that there will be no cessation of teacher duties as outlined in this Agreement; nor shall the Board lock out, during the term of this Agreement.
- A.32.2. Employees covered by this Agreement may honour a legal picket line established by a trade union.
- A.32.3. Where an employee fails to report for duty for any reason, except for real and verifiable illness, at a time when a picket line is at their place of employment, then such employees shall not be entitled to any compensation for the duration of such absence and neither shall the employer discipline that employee by reason of that failure to report for duty.

- A.32.4. In the event of a labour dispute with another trade union representing School Board employees, teachers agree to perform work or carry out duties they normally perform but will not be required to perform additional duties.

## **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 Schedule****a. Effective July 1, 2022**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 52,223	\$ 57,696	\$ —	\$ 63,147
2	\$ 54,651	\$ 60,630	\$ 64,825	\$ 66,300
3	\$ 57,098	\$ 63,570	\$ 67,984	\$ 69,535
4	\$ 59,547	\$ 66,511	\$ 71,143	\$ 72,771
5	\$ 61,995	\$ 69,452	\$ 74,301	\$ 76,005
6	\$ 64,441	\$ 72,393	\$ 77,459	\$ 79,239
7	\$ 66,888	\$ 75,333	\$ 80,617	\$ 82,474
8	\$ 69,336	\$ 78,273	\$ 83,776	\$ 85,709
9	\$ 71,784	\$ 81,216	\$ 86,934	\$ 88,943
10	\$ 74,230	\$ 84,156	\$ 90,093	\$ 92,178
11	\$ 79,736	\$ 90,571	\$ 96,971	\$ 99,222

**b. Effective July 1, 2023**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 55,748	\$ 61,590	\$ —	\$ 67,409
2	\$ 58,340	\$ 64,722	\$ 69,201	\$ 70,775
3	\$ 60,952	\$ 67,861	\$ 72,572	\$ 74,229
4	\$ 63,566	\$ 71,001	\$ 75,945	\$ 77,683
5	\$ 66,179	\$ 74,140	\$ 79,316	\$ 81,136
6	\$ 68,791	\$ 77,279	\$ 82,687	\$ 84,587
7	\$ 71,403	\$ 80,418	\$ 86,059	\$ 88,041
8	\$ 74,016	\$ 83,557	\$ 89,431	\$ 91,494
9	\$ 76,629	\$ 86,698	\$ 92,802	\$ 94,947
10	\$ 79,240	\$ 89,837	\$ 96,175	\$ 98,400
11	\$ 85,358	\$ 96,957	\$ 103,808	\$ 106,217

**c. Effective July 1, 2024**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	<del>\$ 57,420</del>	<del>\$ 63,438</del>	<del>\$</del>	<del>\$ 69,434</del>
2	\$ 60,090	\$ 66,664	\$ 71,277	\$ 72,898
3	\$ 62,781	\$ 69,897	\$ 74,750	\$ 76,456
4	\$ 65,473	\$ 73,131	\$ 78,223	\$ 80,013
5	\$ 68,165	\$ 76,364	\$ 81,696	\$ 83,570
6	\$ 70,855	\$ 79,598	\$ 85,168	\$ 87,125
7	\$ 73,545	\$ 82,831	\$ 88,640	\$ 90,683
8	\$ 76,237	\$ 86,064	\$ 92,114	\$ 94,239
9	\$ 78,928	\$ 89,299	\$ 95,586	\$ 97,795
10	\$ 81,617	\$ 92,532	\$ 99,060	\$ 101,352
11	\$ 88,012	\$ 99,972	\$ 107,036	\$ 109,520

Note: The salary grids in Article B.1.10 are under dispute. The parties have not reached agreement on the proper application of B.1.5 to the salary grids.

## **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.



### **Local Provisions:**

- B.2.7. All teacher teaching on call rates include holiday pay.
- B.2.8. In instances where a teacher teaching on call replaces a teacher assigned to a school and is not utilized, the teacher teaching on call shall be paid for 1/2 day's pay.
- B.2.9. A teacher teaching on call's assignment shall not be considered broken by a non-instructional day.
- B.2.10. Concerns regarding the Board's hiring of teachers teaching on call may be brought to a committee comprised of two (2) representatives from the Board and two (2) representatives of the Union who will review the concerns and make a written recommendation.
- B.2.11. The Board shall, within five (5) working days of the last day of the month, pay to each teacher teaching on call, all wages earned for that month, less a mid-month advance of sixty (60%) of their estimated wages earned from the first (1<sup>st</sup>) of that month to the fifteenth (15<sup>th</sup>) of that month. The mid-month advance shall be paid within five (5) working days of the fifteenth of the month.

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

Does not apply in School District No. 58 (Nicola-Similkameen)

### **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**

[Article B.7.2 does not apply in School District No. 58 (Nicola-Similkameen). See Article B.7.3 below.]

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

### **Local Provisions:**

### **B.7.3. Teacher's Property Damage**

- a. Compensation will be paid to teachers who suffer damage to a teaching aid brought to school for use in teaching duties while it is located on school premises provided that:
  - i. the teacher must provide proof of loss;
  - ii. a homeowner/tenant's insurance policy is carried by the teacher on their personal effects and the article being claimed for is not covered by the policy;
  - iii. the loss or damage is not the result of negligence on the part of the teacher claiming the compensation;
  - iv. in the case of loss, a police report must be filed, if requested;

- v. in the case of damage, a complete report including memo of witnesses must be filed with the Secretary-Treasurer, if requested.
- b. Compensation claims shall be limited to:
  - i. the replacement cost of the article;
  - ii. a maximum payment by the Board on any claim of \$400.00;
  - iii. claims of less than \$25.00 will not be considered;
  - iv. the replacement cost of materials originally purchased by the teacher and will not include payment of any of the teacher's labour in preparing the material, equipment or teacher aid.

## **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**

[Article B.9.1 through B.9.3 does not apply in School District No. 58 (Nicola-Similkameen). See Article B.9.4 below.]

### **Local Provisions:**

- B.9.4. Teachers shall be paid in ten (10) monthly installments, starting on September 30th of each year. A mid-month advance of approximately 45% of the estimated month- end net salary will be paid to each teacher on the 15th of the month.

## **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:

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

- 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.

[Article B.10.4 does not apply in School District No. 58 (Nicola-Similkameen)]

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

## **ARTICLE B.11 BENEFITS**

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

- B.11.2. The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.
- B.11.3. Teachers Teaching on Call (TTOCs) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 percent (100%) of the premium costs.
- B.11.4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the 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. Medical, EHB, and Group Life

- a. The Board of Education agrees to pay 100% of the cost of the Provincial Extended Health Benefit Plan for all teachers who are members of the scheme.
- b. The Board of Education agrees to pay 100% of the cost of the Medical Services Plan of B.C. for each teacher who is a member of the scheme.
- c. The Board of Education agrees to pay 100% of the approved group life insurance plan premiums for those teachers who desire to participate, such participation to be on a voluntary basis. The maximum coverage per individual shall be \$100,000 as set out in the existing plan.

B.11.6. Dental Plan

- a. The Dental Plan shall provide co- insurance coverage as follows:  
  
90% Plan A (Basic Service)  
  
80% Plan B (Crowns, Bridges, Removable Prosthetics)  
  
60% Plan C (Orthodontics) - Plan C shall be limited to a \$2,500 lifetime payment per person. Effective July 1, 2015, orthodontics coverage is 75% and the lifetime maximum is \$5,000.
- b. Premiums shall be shared 75% by the Board of Education and 25% by the teachers.
- c. Every teacher new to the district shall be enrolled in the Dental Plan unless covered by another recognized Dental Plan offered by the district.
- d. All teachers currently enrolled in the Dental Plan shall continue to retain coverage.

- e. All teachers who are not currently enrolled in the Dental Plan shall be eligible for coverage by submitting a written request for enrollment to the Secretary-Treasurer within thirty (30) days of the signing of this Agreement. No teacher may be covered by more than one recognized Dental Plan offered by this District.
- f. No teacher may withdraw from the plan after enrollment.

#### B.11.7. Payment of Benefits for Teachers on Extended Leave

- a. Teachers may continue their benefit coverage to a maximum of three (3) years, provided they pay 100% of the premium:
  - i. while on a medical leave of absence and in receipt of Salary Indemnity Fund benefits and/or;
  - ii. while on a medical leave of absence and in receipt of benefits from a Salary Continuance Plan and/or;
  - iii. for a period of one (1) year while on a Deferred Salary Leave Plan.

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

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

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

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

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

#### B.12.3. Salary Rate Calculation

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

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

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

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

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

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

- B.14.1 Effective July 1, 2022 employees who have worked as a teacher (or in a BCTF bargaining unit equivalent position) in British Columbia while employed by:

- a. a First Nation, as defined in section 1 of the *School Act*, that is operating a school;
- b. a Community Education Authority, as established by one or more participating First Nations under the *First Nations Jurisdiction over Education in British Columbia Act* (Canada), that is operating a school; or
- c. a treaty First Nation that is operating a school under the treaty First Nation's laws;

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

#### **Local Provisions:**

- B.14.2 Full credit shall be granted for teacher experience in the public schools of any other province of Canada, and of any other member nation of the Commonwealth, and of the U.S.A., where such schools have standards similar to those in British Columbia.



- B.14.3. Teachers with experience outside of teaching in a field or fields related closely to the main subjects of their courses may, on appointment, be credited with not more than three years of experience. In no case, however, shall their salary exceed the maximum of the certificate classification on which they are paid. The step on the scale will be determined by mutual agreement of a representative of the Board of Education and a representative of the Nicola Valley and Princeton Teachers' Union.
- B.14.4. Short term appointments, excluding teacher teaching on call teaching, may be added together for accumulation of years of experience credit.  
[Note: See also Article C.4 *TTOC Employment*.]
- B.14.5. Teachers appointed to part-time positions shall earn credit towards an increment but shall not be paid the increment until the full increment would normally be payable. If, however, a teacher's time is increased to full-time, then experience credit is pro-rated on a full-time equivalency basis.
- B.14.6. Teaching service or appropriate educational administrative service as a member of the staff of the provincial Ministry of Education, shall carry full experience credit.
- B.14.7. Full-time service to the N.V. P.T.U. or B.C.T.F. shall carry full experience credit. Part-time service shall be credited as for part-time teaching.
- B.14.8. A teacher on exchange, a teacher granted leave to teach in another area, a teacher sponsored by the Department of National Defence or other organizations which employ teachers in that capacity, or a teacher on long term educational leave as per Article G.33, Educational Leave - Long Term, shall carry full experience credit.
- B.14.9. One (1) year's full-time employment during a school year constitutes one (1) year's experience.

## **ARTICLE B.20      PLACEMENT ON SCHEDULE**

- B.20.1. Placement of each teacher upon the schedule shall be in accordance with the teacher's qualifications as most recently determined by either the Teacher Qualification Service or the Teacher Regulation Branch and experience as determined in accordance with this Collective Agreement.
- B.20.2. At the time of appointment, the Board shall inform the teacher of required procedures and documentation for establishing initial placement and shall provide assistance when requested.
- B.20.3. Increment dates shall be on the first day of the month following the month in which a year's service is completed.
- B.20.4. A person in Category 4 (Prof. Certificate) who has a B.Ed. Elementary Degree will be paid \$500.00 above Category 4.

B.20.5. Teachers with the following elementary qualifications teaching in secondary schools in this district will be paid as follows:

- a. Category 2 - Category 4 scale up to the 8th step as a maximum;
- b. Category 3 - Category 4 scale up to the 9th step as a maximum.

B.20.6. No teacher in the employ of the Board of Education shall have their basic salary reduced by reason only of the introduction of this salary schedule, but shall stay at such salary until the application of the salary entitles the teacher to an increase.

## **ARTICLE B.21 PART-TIME TEACHERS' PAY AND BENEFITS**

B.21.1. Part-time teachers shall be paid on their regular scale placement pro-rata to the salary of full-time teachers.

B.21.2. Part-time teachers shall be eligible to participate in all benefit plans subject to any restrictions placed by the carrier.

## **ARTICLE B.22 ALLOWANCES**

B.22.1. In addition to the amount determined in accordance with Articles B.1 and B.2, the salary of each teacher appointed by the Board of Education to one of the following posts of special responsibility, shall include an allowance according to the appropriate scale or paragraph hereunder:

- a. For the French Co-ordinator, First Nations Co-ordinator, Technology Co-ordinator and Student Support Services an allowance per annum, as follows:

<b>Date</b>	
<b>Effective July 1, 2022</b>	\$ 2,838.26
<b>Effective July 1, 2023</b>	\$ 3,029.85
<b>Effective July 1, 2024</b>	\$ 3,120.74

- b. Secondary co-ordinators approved by the Board of Education, shall be paid an allowance over their placement on the salary schedule as determined in accordance with Board Policy. The total amount to be distributed to the co-ordinators at Merritt Secondary School shall be as follows. Each co-ordinator shall have the discretion to use a portion of their allowance to purchase teacher teaching on call time, subject to the approval of the Administrative Officer.

<b>Date</b>	<b>Secondary Co-ordinators</b>
<b>Effective July 1, 2022</b>	\$ 11,028.65
<b>Effective July 1, 2023</b>	\$ 11,773.09
<b>Effective July 1, 2024</b>	\$ 12,126.28

- c. The principal designate (teacher-in-charge) appointed to each school shall be paid an annual allowance as follows, and on the second and subsequent successive days of an Administrative Officer's absence from duty, a teacher teaching on call shall be employed to assume the regular duties of the principal designate (teacher-in-charge).

Date	Teacher in Charge
Effective July 1, 2022	\$ 689.29
Effective July 1, 2023	\$ 735.82
Effective July 1, 2024	\$ 757.89

## **ARTICLE B.23 PART MONTH PAYMENTS AND DEDUCTIONS**

- B.23.1. The daily salary of a teacher shall be calculated by dividing the annual salary of the teacher in effect for that period by two hundred (200).
- B.23.2. For any teacher, except a teacher teaching on call, commencing employment after the first day of the school year, the salary payment at the end of the first teaching month shall be calculated on the basis of the number of days taught at the daily salary of the teacher to a maximum of 1/10 of the annual salary. Thereafter the teacher shall be paid on scale for each full month.
- B.23.3. For any teachers leaving before the last teaching day in a month, adjustment for days absent in the month shall be on the basis of the daily salary of the teacher.
- B.23.4. The rate of deduction for a day without pay shall be the daily salary of the teacher except as specifically provided for elsewhere in this agreement.

## **ARTICLE B.24 PAYMENT BEYOND SCHOOL YEAR**

- B.24.1. The parties agree that the annual salary in Article B.1 Salary compensates teachers for duties performed as per the school calendar which includes non- instructional days and other duties as per past practice.

Teachers shall not receive extra compensation for attending summer training and/or professional development activities mutually agreed to by the teacher and the Board.

- B.24.2. Where the Board requires, and the Superintendent directs, teachers who work outside the school year, shall be reimbursed at a rate of 1/200 of annual salary per full day worked. Nothing in this article shall prevent the Board from offering, or a teacher from accepting, a fixed sum contract for a specific project.

The Board may elect to offer, subject to the agreement of the employee and operational requirements, compensatory time in lieu of monetary reimbursement.

## **ARTICLE B.25 CANADA SAVINGS BOND PAYROLL DEDUCTIONS**

The Board shall offer teachers the opportunity to partake in the Canada Savings Bond payroll deduction plan.

## **ARTICLE B.26 BOARD REMITTANCES OF TEACHER REGULATION BRANCH FEES**

The Board shall distribute dues deduction forms to all teachers employed in the district. The Board shall honour the deduction forms signed by teachers and remit the appropriate fee required for membership in the B.C. Teacher Regulation Branch established under the Teaching Profession Act.

## **ARTICLE B.27 FIRST AID**

- B.27.1. The Board shall reimburse teachers' course fees subject to the successful completion of First Aid courses provided participation in these courses has been previously approved by the Superintendent. It will be the responsibility of the teacher to apply for reimbursement and provide proof of payment and proof of successful completion of the course.
- B.27.2. The Board shall pay an annual allowance, as follows, to those persons holding a valid Industrial First Aid Certificate and designated by the Board to act as a First Aid Attendant.

<b>Date</b>	<b>First Aid</b>
<b>Effective July 1, 2022</b>	\$ 473.05
<b>Effective July 1, 2023</b>	\$ 504.98
<b>Effective July 1, 2024</b>	\$ 520.13

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

- a. In this article, "seniority" means the aggregate length of service in the employment of the Board of Education by an employee with a continuing appointment.  
  

Seniority for part-time employees will be calculated on the same basis as for full-time employees, provided the position being sought is no greater than the one presently held. When a part-time employee seeks a position of greater time, seniority will be pro-rated.

Upon appointment to a continuous position with the Board of Education the seniority accumulated by the temporary employee so appointed will be counted as seniority in relation to all employees employed by the Board of Education.
- b. In addition to the provisions of Article C.2.7.a, the seniority for an employee on a continuing contract shall include:
  - i. Teacher teaching on call seniority accumulated pursuant to Article C.2.3; and
  - ii. Seniority ported in accordance with Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
- c. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.a and C.2.7.b, the employee with the greatest continuous present employment with the Board of Education shall be deemed to have the greatest seniority.

- d. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.c, the employee with the greatest number of days of teacher teaching on call teaching with the Board of Education prior to appointment shall be deemed to have the greatest seniority.
- e. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.d, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes in the District Agreement shall be deemed to have the greatest seniority.
- f. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.e, the employee with the earliest application for employment with the Board of Education shall be deemed to have the greatest seniority.
- g. For the purposes of this section, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board of Education except:
  - i. Maternity Leave;
  - ii. Educational Leave;
  - iii. Parenthood Leave;
  - iv. Leave for duties with the Nicola Valley and Princeton Teachers' Union or the British Columbia Teachers' Federation;
  - 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 CUSO;
  - viii. Elected office at the Municipal, Provincial or Federal level;
  - ix. Compassionate Care Leave pursuant to G.2.
- h. For the purposes of this section, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three years, or by any other circumstances as determined by the Board of Education. Seniority that was previously ported from SD No. 58 to another school district pursuant to C.2.2 shall not be recognized, unless such credits are subsequently ported back to SD 58 pursuant to C.2.2

#### C.2.8. Seniority and Teacher Lists

The Board shall, by October 15th of each year, forward to the Union a list of all teachers employed by the Board; setting out the length of seniority as of September 1st of that year in accordance with Article C.2.7.

## **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**

### **C.20.1. Principle of Security**

The Board of Education and the Nicola Valley and Princeton Teachers' Union agree that increased length of service in the employment of the Board of Education entitles teachers to commensurate increase in security of teaching employment. When the Board determines that it is necessary to terminate the appointment of any teachers, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

### **C.20.2. Definition of Qualifications**

- a. In this article, "necessary qualifications" as it applies to a continuing position within the District means that the teacher is able to demonstrate to the Board of Education:
  - i. certification;
  - ii. a desirable amount of relevant pre-service training;
  - iii. an appropriate amount of in-service training and education;
  - iv. an appropriate recent and relevant teaching and/or work experience;



- v. evidence of ability to perform the duties of the position in a professional and satisfactory manner.
- b. Should any question be raised by the teacher and the Union as to whether a teacher does have or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Superintendent of Schools first, then to the Qualifications Committee composed of an equal number of representatives of the Board of Education and the Nicola Valley and Princeton Teachers' Union (two (2) members each).

Should the representatives of the two parties not resolve the question within fourteen (14) days, the Board of Education, shall decide and the decision shall be subject to third party arbitration procedures. The third party will review the Board's decision on the grounds of reasonableness and good faith. The decision of the third party shall be final and binding on all parties.

- c. The third party shall be mutually agreed upon by both parties. Failing mutual agreement in fourteen (14) days either party may request the Minister of Labour to appoint an independent arbitrator. Costs of the arbitrator shall be shared equally and each party shall bear its own costs.

#### C.20.3. Security of Employment Based on Seniority and Qualifications

- a. When, for educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of teachers employed by the Board with the District, the teachers to be retained within the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available as defined in Article C.20.2.a above.
- b. The Board of Education shall give each teacher it intends to terminate pursuant to this Agreement, forty-five (45) days notice in writing.

#### C.20.4. Teachers' Right of Re-engagement

- a. When a position on the teaching staff of the District becomes available the Board shall, notwithstanding any other provision of this article, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this article, provided that teacher possesses the necessary qualifications as defined in Article C.20.2.a for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have right of re-engagement pursuant to this article.
- b. A teacher who is offered re-engagement pursuant to Article C.20.4.a shall inform the Board whether or not the offer is accepted within one (1) week of the receipt of such offer.

- c. The Board shall allow thirty (30) days from acceptance of an offer under Article C.20.4.b for the teacher to commence teaching duties; the Board and the teacher may mutually agree to extend this time limit. The Board may employ a temporary or teacher teaching on call for the position until the teacher accepting the position is available.
- d. A teacher's right to re-engagement under this section is lost if:
  - i. the teacher elects to receive severance pay under Article C.20.7 of this Agreement;
  - ii. the teacher refuses to accept two (2) positions for which the teacher possesses the necessary qualifications; or,
  - iii. two (2) years elapse from the date of termination under this article and the teacher has not been re-engaged.
- e. Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the District if the teacher held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing appointment pursuant to this article.

#### C.20.5. Sick Leave

A teacher re-engaged pursuant to this Agreement shall be entitled to all sick leave credit accumulated at the date of termination.

#### C.20.6. Benefits

- a. A teacher who retains rights of re-engagement pursuant to Article C.20.4 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the Benefit article in this Agreement by payment of the full costs of benefits to the Board.
- b. For three (3) months following termination the Board will carry the costs of Medical Services Plan of B.C. and M.S.A. Extended Health Benefits.

#### C.20.7. Severance Pay

- a. A teacher on continuing appointment who has one (1) or more years of employment and who is terminated, save and except a teacher who is terminated or dismissed pursuant to Articles C.24 and C.25 and Section 110 of the existing School Act, may elect to receive severance pay during the term of one (1) year following termination.
- b. Severance pay shall be calculated at the rate of 5% of one year's salary for each year of service in the District to a maximum of 1 1/2 year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.

- c. A teacher who receives severance pay pursuant to this Agreement and who, notwithstanding Article C.20.4, is subsequently re-hired by the Board of Education, shall retain any payment made under the terms of this section and in such case, for purposes only of Article C.20.7.b, the calculation of years of service shall commence with the date of such rehiring.

## **ARTICLE C.21 EMPLOYMENT ON CONTINUING CONTRACT**

- C.21.1. All teachers appointed by the Board to the teaching staff of the District shall be appointed, subject to the provisions of this Agreement, on a continuing contract of employment except for:
  - a. temporary appointments made in accordance with Article C.23 and subject to the provisions of this Agreement. A temporary teacher shall be entitled to all benefits in this Agreement save and except Article C.20 Layoff, Recall and Severance.
  - b. Teachers Teaching on Call. A Teacher Teaching on Call shall mean a person hired on a day-to-day basis who shall be subject only to those provisions of this Agreement specifically outlined as being applicable to Teachers Teaching on Call.

## **ARTICLE C.22 PART-TIME TEACHERS' EMPLOYMENT RIGHTS**

- C.22.1. An employee with a continuing full-time appointment to the teaching staff of the District may request a part-time leave while retaining a part-time assignment. The request should specify the fraction of leave time, and the length of time for which the part-time leave of absence is requested. After considering the advice of the Superintendent of Schools, the Board may approve such requests.
- C.22.2. When the above request has been granted by the Board, the teacher shall be entitled to return to a full-time assignment, upon the expiration of the leave of absence.
- C.22.3. A teacher with a continuing part-time appointment may request an additional temporary part-time appointment for a specified fraction of time. The teacher may then apply for such positions as posted.

## **ARTICLE C.23 TEMPORARY APPOINTMENTS**

- C.23.1. The Board may appoint a teacher to a 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 existing school year, to any position which has become vacant during a school year.
- C.23.3. Unless re-appointed for a further specified term, a teacher on a temporary appointment shall cease employment at the completion of the term of the temporary appointment.
- C.23.4. The number of temporary appointments should not exceed the number of temporary positions (Article C.23.2) and the number of full-time equivalent teachers on leave. The Board may change a temporary appointment to a continuing appointment based on the chronological order of the teachers' appointment dates instead of to the person actually filling a particular assignment.
- C.23.5. The Board agrees to provide the Union, upon request, no later than October 1st of any school year, with:
  - a. a list of teachers hired on a temporary contract for the school year;
  - b. a list of positions the Board considers temporarily existing or temporarily vacant for the school year;
  - c. a list of positions that have become vacant during the school year; and,
  - d. a list of teachers on leaves of absence.
- C.23.6. A teacher on temporary contract who has completed 1.8 F.T.E. years of continuous service shall be given a continuing contract if a suitable continuing position becomes available following the implementation of Article E.21, Filling of Vacancies.

## **ARTICLE C.24 EVALUATION AND DISMISSAL PROCEDURES BASED ON PERFORMANCE**

- C.24.1. Teachers on continuing contracts shall not be dismissed for reasons of professional incompetence unless:
  - a. three reports indicate that the learning situation is less than satisfactory;
  - b. the three reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months exclusive of periods of leaves of absences of more than twenty (20) days, except as provided in Article C.24.1.f;
  - c. at least one of the reports shall be a report of a Superintendent of Schools or a director;
  - d. the other two reports shall include only reports of:
    - i. a Superintendent of Schools,
    - ii. a Director of Instruction,
    - iii. the Principal of a school to which the teacher is assigned;

- e. where more than one of the three reports is written by the same person, at least six (6) months shall have elapsed between the writing of the first and the final report by that person;
- f. where the Board has, after the receipt of one or more such reports, recommended to the teacher, and the teacher has accepted the recommendation, that the teacher undertake an agreed program of professional or academic instruction, or both, the remaining report or reports shall be based on inspection of the learning situation or other duties of the teacher, not less than three (3) or more than six (6) months, after the teacher has returned to their duties and each report shall be issued within two (2) weeks of the inspection.

Section 16 of the School Act applies to an agreement under this section.

C.24.2. For teachers in the first year of a continuing appointment with this Board, the following exceptions to Article C.24.1 apply:

- a. Article C.24.1.a shall be varied to provide two less than satisfactory reports instead of three;
- b. Article C.24.1.b, the two reports shall be issued in a period of not less than four (4) or more than ten (10) months, exclusive of periods of leaves of absence of more than twenty (20) days;
- c. Article C.24.1.d, shall read that the other report shall include only a report of:
  - i. a Superintendent of Schools,
  - ii. a Director of Instruction,
  - iii. the Principal of the school to which a teacher is assigned;
- d. Article C.24.1.e and C.24.1.f, shall be deleted.

C.24.3. Reports

Reports shall:

- a. be based on not less than two (2) supervisory visits to the classroom of the teacher as well as on the general work of the teacher in that school;
- b. be completed and filed on or before the last school day in April only when the report has been requested in writing by the teacher prior to January 31;
- c. be made in quadruplicate;
- d. contain an assessment as per Regulation 5.1 of the School Act Regulations, and such recommendations for improvement therein as they may consider necessary;

- e. contain a statement that, in the opinion of the writer, the learning situation is satisfactory or less than satisfactory; and,
- f. only less than satisfactory reports will be subject to the grievance procedure.

#### C.24.4. General

When disciplinary action is taken:

- a. it will only be for a just and reasonable cause;
- b. the teacher will be notified in writing of the reasons for the action, and the reasons will be kept confidential;
- c. the teacher and a Union representative will be able to meet the Board's representatives to be given the reason(s) for the disciplinary action;
- d. only information known to the teacher will be used as a basis for disciplinary action.

### **ARTICLE C.25 DISCIPLINE, SUSPENSION/DISMISSAL FOR MISCONDUCT**

C.25.1. The Board may discipline or dismiss any employee covered by this Agreement for just and reasonable cause.

C.25.2. Where an employee is under an investigation with respect to cause, the employee shall be promptly notified in writing of the allegations giving rise to the investigation, unless grounds exist for concluding that such notification would prejudice the investigation.

C.25.3. An employee who is under investigation will be notified of their right to the support of a Union representative.

C.25.4. a. Prior to an employee being disciplined or suspended, the employee will have an opportunity to meet with the administrative officer or Superintendent, whichever is involved in the action. The employee shall be advised of the reasons for the meeting.

b. Prior to an employee being dismissed (other than a suspension under Section 15.4 or 15.5 of the School Act), the employee will have an opportunity to meet with the School Board and the Superintendent. The employee shall be given an outline of the allegations in advance.

c. In regards to Article C.25.4.a and C.25.4.b, the employee will have a Union representative at such meetings unless the employee waives this in writing.

C.25.5. When an employee is disciplined in writing, suspended or dismissed, the Union will be informed promptly in writing.

C.25.6. Where the Board or its Superintendent temporarily suspends a teacher pursuant to Section 15.5 of the School Act, the President of the Union shall be informed promptly in writing.

- C.25.7. Where the Board or its Superintendent suspends a teacher pursuant to Section 15.5 of the School Act, it shall immediately be referred to Stage 3 of the grievance procedure. For the purpose of this article only, the committee referred to in Article A.6.4.a shall consist of no fewer than two Trustees.
- C.25.8. Where an employee is disciplined in any way, suspended or dismissed, no official information in respect of the suspension or dismissal shall be released to the public or the media except by joint release agreed upon by officials of the Board and the Union.
- C.25.9. The decision of the Board, pursuant to this article, shall be communicated in writing and shall contain the reasons for the decision.
- C.25.10. Notwithstanding Article A.6, Grievance Procedure, where a teacher has been dismissed pursuant to this article, the Union shall have the option of referring the matter directly to Stage 3 of the grievance procedure.
- C.25.11. It is the intent of both parties that no disciplinary action shall be defeated merely because of a technical error as defined by Section 156 of the Labour Relations Code in processing the action.

## **ARTICLE C.26      RETRAINING**

- C.26.1. Upon written notification within twelve (12) months of the receipt of termination under Article C.20 an employee shall be entitled to extend the provisions of recall for the purpose of retraining to qualify for another teaching position with the Board. The program of retraining shall be mutually agreeable to the teacher and the Board and at no cost to the Board. In the event that the employee elects to retrain pursuant to this article, the Board shall amend the effective date of the termination notice to coincide with the beginning of the school term which next follows the expiry of the period of leave, or of any extension thereof.
- C.26.2. The employee, after retraining, shall be entitled to be assigned to a position that is vacant, provided they possess the necessary qualifications.
- C.26.3. An employee accepting a position in this circumstance shall be evaluated as a first year employee. Should the teacher be placed on probation in this circumstance, the teacher shall be entitled to return to the recall list and regain full rights to a position as outlined in Article C.20 Layoff, Recall and Severance.

## **ARTICLE C.27      TEACHER TEACHING ON CALL HIRING PRACTICES**

- C.27.1. The Board shall maintain a list of teachers teaching on call.
- C.27.2. The Board shall forward a copy of the list to the Union in the month of October and the month of January during each school year.
- C.27.3. The Board may appoint a non-certified teacher in order to best meet the needs of the students when no teacher teaching on call holding a certificate of qualification is available.

- C.27.4. Teachers' concerns regarding the hiring of teachers teaching on call shall be given full consideration by the administrative officer.
- C.27.5. No teacher shall be required to perform the instructional duties, or supervise the students of a teacher who is absent, except in situations as determined by the administrative officer after discussion with the staff representative.
- C.27.6. Subject to Article C.27.4 above, in appointing teachers teaching on call, the administrative officer shall select the most suitable person for the assignment.
- C.27.7. If a teacher teaching on call is appointed to a continuing contract, the teacher teaching on call shall receive one (1) month's credit, for seniority purposes only, for each twenty (20) days of teacher teaching on call teaching in the same assignment worked during the year immediately preceding the date of receipt of a continuing or temporary appointment with the District.

## **ARTICLE C.28      TEACHER TEACHING ON CALL PROVISIONS**

- C.28.1. Teachers teaching on call shall not be subject to any of the provisions of this Agreement other than this article and any other article where so specifically stated, except:
- a. Sexual Harassment
  - b. Grievance Procedure
  - c. No Discrimination
  - d. Picket Line Protection
  - e. Personnel Files
  - f. Extra-curricular Activities
  - g. Health and Safety
  - h. Noon Time Supervision
  - i. Other Supervision Duties
  - j. Harassment of Employees
  - k. Race Relations



## SECTION D WORKING CONDITIONS

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

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

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

Local language:

D.1.1. The parties agree that flexibility in student grouping is necessary, desirable and will occur at the school level.

D.1.2. Class sizes will be finalized based on the September 30th actual enrollment.

D.1.3. a. Where possible, all "regular" classes should not exceed the following:

Intermediate Split	29
Intermediate	30
Graduation	30
Shops	24
Labs	28
Primary 4/Intermediate 1	24
Special Education Classes (Low Incident/High Cost)	10

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

b. After September 30th, these guidelines may be exceeded by up to 2 students in order to accommodate students new to that school. For secondary Humanity teachers, there shall be a maximum of 203 pupil contacts per timetable cycle.

D.1.4. Classes may exceed the above limits under the following circumstances:

- a. groupings of students varying from the class size numbers above may be created at the initiative of the teachers involved.
- b. Where Article D.1.4.a is involved, the administrative officer shall advise the teacher and the staff representative that the proposed numbers exceed the agreed upon guidelines.

- D.1.5. Administrative officers shall make reasonable efforts to ensure that no more than two (2) low incidence or severe behavioural students (as identifies by the Superintendent of Schools and agreed to by the Ministry of Education) are placed in any one regular class. Where there are more than two (2) students as defined above or severe learning disabled in a class, class size as listed in Article D.1.3 will be reduced by one (1) student for each additional such student.

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

No provincial language.

## **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	1:491.4 students	Agreement in Committee (1998)
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:329 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:241 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:17 ESL/ELL students	Former LOU No. 5 (2000)

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

[Article D.4.1 through D.4.3 is not applicable in SD 58 (Nicola-Similkameen). See Article D.4.4 through D.4.8 below.]

### **Local Provisions:**

- D.4.4. Full-time secondary teachers shall be entitled to 12.5% of total instructional time for purposes of preparation.
- D.4.5. 110 minutes per week of a full- time elementary classroom teacher's assignment time shall be preparation time in periods of no less than 20 minutes. (This shall increase to one hundred and twenty (120) minutes effective July 1, 2023.)

- D.4.6. As a result of implementing this clause, the instructional day shall not be increased except by mutual consent.
- D.4.7. Part-time teachers assigned no less than .6 FTE time shall be pro-rated for purposes of preparation.
- D.4.8. Preparation time is provided for teachers to prepare, plan, collaborate with colleagues, to engage in research, to observe colleagues teach, to develop curriculum as part of a team or other duties related to preparation for teaching.

## **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 REGULAR WORK YEAR FOR TEACHERS**

- D.20.1. The annual salary established for employees covered by this Agreement shall be payable in respect of the teacher's regular work year. All days shall be scheduled between the Tuesday after Labour Day and the last day in June of the subsequent year, excluding Saturdays and Sundays, Statutory Holidays, Winter Break and Spring Break. The regular work year shall comply with Legislation, Regulation or Ministerial order.
- D.20.2. During the regular work year for teachers, the Board shall provide:
- a. no fewer than five (5) days for professional development;
  - b. no fewer than one (1) year-end administrative day.
- D.20.3. The first day of Winter Break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1. If January 1 is a Saturday or a Sunday, then school shall reopen Tuesday, January 3 or 4.
- D.20.4. The first day of Spring Break shall be the third Monday in March.
- D.20.5. Any work performed by employees covered by this Agreement beyond the teacher's regular work year shall be voluntary.

## **ARTICLE D.21 INSTRUCTIONAL DAY**

- D.21.1. In an elementary school, the teacher's instructional day shall not exceed six (6) consecutive hours inclusive of:
- a. instructional time not to exceed five (5) hours inclusive of 15 minutes of recess;
  - b. a regular lunch intermission.
- D.21.2. In a secondary school, the duration of a teacher's instructional day shall not exceed six (6) hours and thirty minutes consecutively inclusive of homeroom and time for students to change classrooms and a regular lunch intermission.
- D.21.3. The above may be adjusted by mutual agreement of the Union and the Board.

## **ARTICLE D.22      SUPERVISION DUTIES**

The supervision of students beyond scheduled instructional time will be assigned on an equitable basis by the administrative officer in each school.

## **ARTICLE D.23      NOON TIME SUPERVISORS**

- D.23.1. The Board of Education believes that teachers should have the freedom to use their noon time as a lunch break or to use it to be involved in some way with students. The Board, therefore, will hire personnel to provide general school supervision during noon hours.
- D.23.2. The administrative officer may designate teachers as the school contact person for the noon time supervisors.
- D.23.3. It is understood that when necessitated by circumstance not reasonably known to the administrative officer, a teacher may be required to perform reasonable temporary noon hour supervision when, in the judgement of the administrative officer, it is necessary for the preservation of student safety and well being.

## **ARTICLE D.24      EXTRA-CURRICULAR ACTIVITIES**

- D.24.1. In this Agreement, extra-curricular programs and activities include those that are beyond the activities relating to the provincially prescribed and locally determined curricula of the School District. The parties encourage and support extra-curricular activities as an important part of school life.
- D.24.2. While the parties consider it desirable that teachers participate in extra-curricular activities, it is recognized that involvement by a teacher in extra-curricular activities is on a voluntary basis.
- D.24.3. Sponsors and coaches of extra-curricular activities and programs shall, upon request, be reimbursed for meal and fuel expenses incurred as a result of their voluntary participation in such activities and programs.
- D.24.4. Teachers, while voluntarily involved in extra-curricular activities, shall for purposes of liability of the Board and coverage by the Board's insurance, be considered to be acting in the employ of the Board.

## **ARTICLE D.25      AVAILABILITY OF TEACHERS TEACHING ON CALL**

When a teacher is absent from a school for a half day or longer and where it is necessary to replace an absent teacher who has instructional duties, then the Board shall employ a teacher teaching on call to replace that teacher upon being informed of such absence, if a teacher teaching on call is requested by the teacher.

## **ARTICLE D.26      TEACHERS TEACHING ON CALL INSTRUCTIONAL DUTIES**

The teacher teaching on call will be assigned the duties of the teacher replaced except in those circumstances where there are no assigned responsibilities and there are other teacher duties the teacher teaching on call can perform.

## **ARTICLE D.27      STAFF MEETINGS**

- D.27.1. Staff meetings called by a principal or designate shall be held with five (5) working days' notice, except in special circumstances, with such notice to include a draft agenda of items to be considered. Minutes shall be kept and circulated to staff.
- D.27.2. All staff members shall have the right to suggest items to the principal or designate for inclusion on the staff meeting agenda.
- D.27.3. Staff meetings shall be held only on school days as defined by the school year calendar for School District No. 58 (Nicola-Similkameen) and shall not be scheduled during recess or during noon intermissions unless agreed to by the staff. Employees shall not be required to attend regular staff meetings prior to one hour before classes begin or later than 1½ hours after dismissal of pupils.

## **ARTICLE D.28      STAFF COMMITTEE**

- D.28.1. If desired by the majority of staff of a school, there may be established by September 30th of each year a staff committee:
  - a. the size and membership of the staff committee may be determined by the staff;
  - b. the staff committee may make suggestions in writing to the school administration;
  - c. should the school administration not act on a suggestion of the committee, the administration shall provide reasons in writing.

## **ARTICLE D.29      TECHNOLOGICAL CHANGE**

The parties agree to be bound by the Industrial Relations Act (1987) as it relates to technological change.

## **ARTICLE D.30      OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

- D.30.1. Both parties subscribe to the need for a safe and healthy work environment. The Occupational Health and Safety Committee shall assist in creating a safe place of work and learning and shall recommend actions which improve the effectiveness of the Health and Safety program.

- D.30.2. a. The Union shall appoint two (2) representatives to the Health and Safety Committee of School District No. 58 (Nicola-Similkameen). This committee will consist of six (6) members. The structure will be:
- |      |                             |   |
|------|-----------------------------|---|
| i.   | N.V.P.D.T.U Representatives | 2 |
| ii.  | C.U.P.E. Representative     | 1 |
| iii. | Management Representatives  | 3 |
|      | TOTAL                       | 6 |
- b. The respective parties are responsible for appointing their own committee members. Each committee member should have an alternate available to attend meetings in their absence.
- c. The committee will elect a Chairperson and Secretary at the first meeting of the year. The Chairperson will assist in the development of the agenda and chair the meeting.

D.30.3. The Occupational Health and Safety Committee shall:

- a. hold regular meetings to review any matters pertinent to health and safety and to recommend corrective measures where warranted.
- b. ensure that each staff room has been supplied with a copy of the School District No. 58 (Nicola-Similkameen) Occupational Health and Safety Program Manual and such manuals as required by WorkSafeBC.

D.30.4. Minutes of all Occupational Health and Safety Committee meetings shall be kept and a copy of such minutes shall be sent to the executive of the Union and the employer.

D.30.5. The Occupational Health and Safety Committee shall meet annually in June to review its effectiveness.

Concerns regarding its effectiveness that cannot be resolved by the committee, may be referred by either party to the Bargaining Committee for discussion.

D.30.6. Where the Board chooses not to act on recommendations from the Occupational Health and Safety Committee, reasons shall be provided to the committee and recorded in the committee minutes.

## **ARTICLE D.31 NEW SCHOOL PLANNING**

The Board shall provide an opportunity for teachers to make a presentation when new school construction or major school renovations are planned.



## **ARTICLE D.32      SPACE AND FACILITIES**

The value of space sufficiently flexible to allow choices in the organization of classes and groupings is recognized. Teachers having concerns regarding their classroom and space allocations may refer these concerns to the School Staff Committee to be discussed with the administrative officer.

## **ARTICLE D.33      BUDGET PROCESS**

The Board shall allow teachers to provide information and make formal presentations to the Board for consideration in the budget process.

## **ARTICLE D.34      BEGINNING TEACHERS**

D.34.1. In determining a teaching assignment of a beginning teacher, the principal should consider the following:

- a.      the instructional assignment;
- b.      mentor support;
- c.      orientation;
- d.      class composition.

## **ARTICLE D.35      ADMINISTRATION OF MEDICATION**

D.35.1. The Board of Education authorizes school personnel to administer medication or medical procedures where a student requires this medication for medical, learning and/or behavioural reasons while in school.

D.35.2. The Board of Education recognizes the right of a staff member to refuse to administer medication or medical procedures except in an emergency.

## **ARTICLE D.36      FUNDRAISING**

D.36.1. The parties agree to the existing practice regarding teachers' participation in fundraising. If either party has a concern regarding changes to the existing practice, it shall be referred to a joint committee. The committee shall consist of three representatives of the Board, one of which shall be a trustee and three representatives of the Union, one of which shall be an executive member. Implementation of the recommendation of this committee shall not be unreasonably withheld.

## **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 POSTING OF POSITIONS**

- E.20.1. Positions or vacancies not filled by in-school reassignments (see also Article E.21 Filling of Vacancies and Article E.22.4 In-School Reassignment) will be emailed to the Union Presidents and linked to the school district website for a minimum of three (3) workdays. The school district website will allow for all employees to be notified of job postings. This posting will be at the school at least one day prior to the vacancy being advertised outside of the district.
- E.20.2. Any vacancies posted must clearly outline the proposed assignment (i.e. primary, intermediate, etc.) and qualifications required, location and start date.

## **ARTICLE E.21 FILLING OF VACANCIES**

- E.21.1. Vacancies that occur may be filled by in-school reassignment, without posting the position; possibly creating other vacancies. (See also Article E.20.1 and E.22.4)
- E.21.2. When vacancies arise within the district, the Board shall give consideration to:
  - a. placing a teacher returning from leave of absence (See the Employment Standards Act);
  - b. re-engaging teachers with appropriate qualifications from the recall list, as determined by Article C.20.4 Teachers' Right of Re-engagement;
  - c. attempting to satisfy the reassignment requests (see also Article E.22.3) of teachers for vacancies occurring prior to the start of the school year.
- E.21.3. The parties agree that keeping in mind the needs of the pupils and the well-being of the school, the right and exclusive responsibility to fill vacancies in a fair, reasonable and non-discriminatory manner rests exclusively with the School Board.

The name of the successful applicant for each position shall be posted in all schools and centres of the school district.

A teacher who is unsuccessful in a posting shall have the opportunity to meet with the administrative officer involved within seven (7) days after they became aware of the successful applicant. If the employee is not satisfied after meeting with the Administrative Officer, the employee shall have the opportunity to meet with the Superintendent of Schools within a further seven (7) days to discuss the teacher's concerns.

## **ARTICLE E.22      REASSIGNMENT**

### **E.22.1. General**

The reassignment of teachers is a means of enriching school programs, providing for the effective utilization of teaching personnel, and a reflection of changing enrollment patterns.

### **E.22.2. Board Initiated Reassignments**

- a. Reassignments are grievable only as specifically provided within this article.
- b. Reassignment to a significantly different teaching assignment shall not be used by the Board as a means of discipline and if alleged, may be grieved.
- c. A Board official intending to recommend reassignment of a teacher shall meet with the teacher prior to the recommendation being placed before the Board. The nature of the reassignment, and the reasons for it shall be communicated to the teacher.
  - i. The teacher may be accompanied by a member of the Union.
  - ii. The teacher shall have the opportunity to consider the matter and reply before the recommendation is placed before the Board.
  - iii. A teacher may refuse such a reassignment, and elect to be placed on the recall list under Article C.20 Layoff, Recall and Severance (but not be entitled to severance pay).
  - iv. A teacher who is reassigned for reasons of projected enrollment decline or position reduction shall, subject to operational requirements, be considered for the position previously held in the event that the projected factors do not actually materialize. If the teacher's request is not granted and the position is filled by a teacher on a temporary appointment, the teacher shall have the right of first refusal for the position for the following school year.
  - v. On Board initiated reassignments to and from Douglas Lake which result in a change of residence, the Board may relocate the teacher using District personnel. If this is not practical, the Board agrees to pay legitimate expenses as are mutually agreed beforehand by the Secretary-Treasurer and the teacher.

### **E.22.3. Teacher Initiated Reassignments**

- a. On or before March 1st, a notice will be sent to each school advising teachers having an interest in a reassignment to submit their application in writing to the Superintendent by April 6<sup>th</sup> of that year. The application should include the desired school(s), subject areas and qualifications.



- b. The Superintendent shall maintain a file of requests from teachers desiring a change of assignment within the district.
- c. In-school reassignment will not occur until after the April 6<sup>th</sup> deadline referred to in Article E.22.3.a. The Superintendent will advise the administrative officers of the applications in the reassignment file.
- d. If the request for reassignment is not granted, the teacher shall be notified in writing before June 15<sup>th</sup>.

#### E.22.4. In-School Reassignment

- a. Where a vacancy is created and the administrative officer proposes to fill the vacancy through an in- school reassignment, the administrative officer will first notify the staff representative and hear any concerns identified prior to making the reassignment. The administrative officer is under no obligation to act upon the concerns identified.
- b. A staff meeting shall be held prior to June 15<sup>th</sup> for the purpose of discussing the proposed timetable and staff assignments for the next school year including new or existing teaching positions that require filling in the school.
- c. Where reassignment results in an assignment which is, in the estimation of the teacher, inconsistent with their qualifications, they shall have the right to meet with the Superintendent of Schools to discuss possible remedial actions. The teacher may be accompanied by a member of the Union in discussions related to this matter. The teacher shall have the right to place a letter into their personnel file outlining their concerns relative to the assignment.

### **ARTICLE E.23 IN-DISTRICT TEACHER EXCHANGES**

- E.23.1. In-district teacher exchanges shall be for the purposes of professional growth and exchange of teaching assignment and should be of benefit to both the students, teacher(s) and school(s).
- E.23.2. Interested teachers shall forward an individual or joint written request for an in-district exchange to the Superintendent or designate before April 6<sup>th</sup>.
- E.23.3. In-district exchanges shall be for a maximum of one (1) school year.
- E.23.4. An in-district teacher exchange shall only proceed if the teachers involved, the schools' administrative officer(s) and the Superintendent or designate are in agreement.

## **ARTICLE E.24      SCHOOL ACT APPEALS**

- E.24.1. No decision or bylaw of the Board with respect to the conduct or disposition of Section 11 of the School Act Appeals shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.
- E.24.2. Prior to hearing an appeal, the Board shall request the complainant(s) to discuss the complaint(s) with the employee, the employee's supervisor, and the Superintendent.
- E.24.3. The employee involved shall be informed of an appeal within a reasonable period of time and at that time, shall be advised of their right to Union representation. The employee shall be entitled to receive all documents regarding the appeal unless grounds exist under the Freedom of Information and Protection of Privacy Act for the withholding of such documents.
- E.24.4. An employee involved shall have the opportunity to provide a written reply to any allegation contained in the appeal.
- E.24.5. Should the person(s) making the appeal choose to meet with the Board of Education as provided for in the bylaw, the employee involved shall have the opportunity to have a Union representative or designate, other than the employee, attend that meeting as an observer.
- E.24.6. Subsequent to that meeting and before the Board reaches a decision, the employee and Union representative or designate may meet with the Board.

## **ARTICLE E.25      PERSONNEL FILES**

- E.25.1. The district office shall maintain only one (1) personnel file for each teacher. Any file relating to an employee kept at a school shall be turned over to the district office when the administrative officer leaves that school. Only information in accordance with Article E.25.6 shall be retained from the school file.
- E.25.2. Letters of a disciplinary nature regarding a teacher and placed in their personnel file shall be copied to the teacher and to the union.
- E.25.3. After receiving a request from an employee, the Superintendent of Schools in respect to the district file or the principal of the school in respect of any school file shall grant access to that employee's file. Subject to the employee's written authorization, the Local Union President or Vice-President may review an employee's personnel file in their absence.
- E.25.4. The Superintendent of Schools or their designate shall be present when a teacher reviews their file and the teacher may be accompanied by an individual of their choosing.
- E.25.5. The teacher may place a letter of rebuttal on file disagreeing with any contentious material relating to the employment of the teacher.

- E.25.6. Only matters which are factual and relevant to the employment of the teacher shall be kept in these files.
- E.25.7. Where disciplinary action is taken by the Board against an employee, or when anonymous letters or notes are investigated, the documents of that case will be kept in a separate envelope in the employee's personnel file. The envelope shall be accessible to persons other than the employee only with the permission of the Superintendent of Schools or their designate. A complete record will be kept of the name and date of all persons reviewing the contents of the envelope.
- E.25.8. Except for matters of discipline, the contents of a teacher's file are not grievable. Contentious material may be referred to a committee comprised of two representatives of the School Board and two representatives of the Union who will review the matter and make written recommendations to both sides. This committee shall meet within ten (10) working days of being requested to by the Board or the Union, and shall make their decision within five (5) working days of the meeting. Implementation of such recommendations shall not be unreasonably withheld.

## **ARTICLE E.26      DISCRIMINATION**

The employer agrees in exercising its personnel management responsibilities that there shall be no discrimination exercised or practiced with respect to any employee, in accordance to the letter and the spirit of the Canadian Charter of Rights and Freedoms and the B.C. Human Rights Code, nor by reason of their membership or activity in the Union.

## **ARTICLE E.27      RACE RELATIONS**

- E.27.1. The Board and the Union do not condone any expression of racism.
- E.27.2. Any written allegation of racism by an employee within the school district will be investigated by the Superintendent or the designate and the results will be reported to the Board.
- E.27.3. The administrative officer and school staff representative are encouraged to bring this matter to the attention of staff at the first staff meeting of the school year.
- E.27.4. The parties recognize their mutual responsibility to provide the best educational services to the students in the district. The parties also recognize the need to hire the best person for each position to provide this service. One of the factors that may be considered when hiring the best person for the position is the cultural and mosaic make up of the community.

## **ARTICLE E.28      FALSELY ACCUSED EMPLOYEE ASSISTANCE**

E.28.1. When a teacher has been accused of child abuse or sexual misconduct; and,

- a.      at the conclusion of an investigation by the Board, and the Board has not concluded that the accusation is true; and,
- b.      the teacher is acquitted of any criminal charges in relation to the accusation; and,
- c.      an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false;

the teacher may apply for assistance from the Board for such services as the parties may agree to at that time.

E.28.2. Approval of the agreement may not be unreasonably denied.

## **SECTION F      PROFESSIONAL RIGHTS**

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

[Article F.1.1 and F.1.2 does not apply in School District No. 58 (Nicola-Similkameen). See Article F.20.5 below.]

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      JOINT PROFESSIONAL DEVELOPMENT**

F.20.1. The role of the Joint Professional Development committee is to:

- a.      administer the Professional Development funds by setting policies and procedures regarding the expenditures of said funds; and
- b.      co-ordinate local Professional Development programs and activities funded by this Article;
- c.      recommend to the Union and Board rates that will be paid for expenses for out-of-town activities.

F.20.2. The committee will be composed of:

- a.      a chairperson elected by the Nicola Valley and Princeton Teachers' Union annually,
- b.      one teacher elected by each school staff,
- c.      one representative from the School Board,
- d.      one representative of the Superintendent of Schools,
- e.      one representative from the Nicola Valley Educational Administrators' Association,
- f.      the past Chairperson of the Joint Professional Development Committee.

F.20.3. All committee members shall be notified at least five (5) days in advance of any meetings.

F.20.4. Minutes shall be kept for all meetings.

F.20.5. The funds for Joint Professional Development in School District No. 58 (Nicola-Similkameen) come from

- a.      an allocation from the School Board in its annual budget of \$220 for each teacher on contract as of September 30th of that year.

- F.20.6. The annual Joint Professional Development budget shall be allocated in accordance with guidelines established by the committee. In-district activities should be encouraged.
- F.20.7. Funds not expended in any one fiscal year shall be carried over to the next fiscal year.
- F.20.8. The employer shall submit a monthly statement to the committee of teacher-teaching-on-call days used for professional development purposes.
- F.20.9. To be eligible for financial assistance, prior approval of a teachers' attendance at a workshop must be given by the principal concerned, the Professional Development Committee, the Superintendent of Schools and the Secretary-Treasurer. Claims for professional development travel must be accompanied by receipts. Recommendations for changes to this process require the approval of the Board and Union before they may be implemented.
- F.20.10. Local teachers conducting School District No. 58 (Nicola – Similkameen) professional development activities may receive compensatory time and may be reimbursed for associated expenses from any available professional development funds. Prior approval for such compensation must be received as per the procedures set by the Professional Development Committee.

## **ARTICLE F.21      NON-INSTRUCTIONAL DAYS**

- F.21.1. The Board and the Union agree that non-instructional days shall be utilized as follows:
- a.
    - i. a minimum of four (4) non-instructional days shall be used for teacher professional development activities as determined by the school principal and staff, the time of which is to be determined by the Board.
    - ii. the remaining non-instructional day may be for other purposes subject to the approval of the Board.
    - iii. other non-instructional days may be approved at the discretion of the Board.
  - b. Non-instructional days shall be considered as instructional days for contract purposes.

## **ARTICLE F.22      CURRICULUM IMPLEMENTATION**

- F.22.1. There shall be a Joint Curriculum Implementation Committee (s) established consisting of an equal number of representatives of the Union and the Board.
- F.22.2. The committee shall meet at the request of either party to discuss implementation of the new curricula.

- F.22.3. The committee will review curriculum implementation plans considering in-service requirements, provision and identification of new materials and funds required for implementation.
- F.22.4. The Board, after reviewing the recommendation of the Curriculum Implementation Committee, shall provide in-service opportunities to teachers.

## **ARTICLE F.23      PROFESSIONAL AUTONOMY**

- F.23.1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice have individual professional autonomy in planning and in determining the methods of instruction for the classes of pupils to whom they are assigned.
- F.23.2. Notwithstanding the provisions of this article, management retains the right to determine effectiveness of instruction and evaluation of its teachers, in accordance with the provisions of this Agreement.

## **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 Article G.21 Sick Leave, for 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.30 Emergency Leave for Family Illness for short term leave of 3 to 5 days.]

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

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

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

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

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

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

- 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.

[See also Article G.4.6.]

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

#### **Local Provisions:**

G.4.5. Leave in excess of five (5) days granted under Article G.4.1 may be granted with or without pay upon written request to the Superintendent of Schools.

G.4.6. In the event of the death of any relative not mentioned in Article G.4.1 or a friend of the teacher, the teacher may be granted leave with a pay adjustment equivalent to the cost of the teacher teaching on call for the purpose of attending the funeral.

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

G.5.1. a. An employee shall be entitled to a minimum of three (3) days of unpaid discretionary leave each year.

- b. The leave will be subject to the educational requirements of the district and the availability of a replacement. The leave must be approved by the superintendent or designate. The request shall not be unreasonably denied.

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

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

**[Note: See also Article G.27 Discretionary Leave.]**

#### ***Implementation:***

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

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

G.6.1. a. Any union member shall be entitled to a leave of absence with pay as authorized by the local union or BCTF and shall be deemed to be in the full employ of the board.

- 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.

G.6.2. The local or BCTF shall reimburse the board for 100 per cent of such salary, benefits, pension contributions and all other contribution costs upon receipt of a monthly statement.

G.6.3. Where a Teacher Teaching on Call (TTOC) replaces the member on union leave, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the TTOC.

G.6.4. Where a non-certified replacement is used, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the replacement.

G.6.5. Where teacher representatives are requested by the board to meet on union-management matters during instructional time, representative(s) shall be released from all duties with no loss of pay.

Short-term leave (leave of 10 consecutive school days or less)

G.6.6. Such leave will be granted subject to the availability of a qualified replacement. The request shall not be unreasonably denied.

Long-term leave (leave of more than 10 consecutive school days)

G.6.7. Such leave will be granted subject to the availability of a qualified replacement and educational needs of the school district. The request shall not be unreasonably denied.

G.6.8. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

Elected union officer release

G.6.9. Such leaves will be granted upon request.

G.6.10. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

## **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.24 Maternity Leave for leave provisions.]

## **ARTICLE G.20      DEFERRED SALARY LEAVE PLAN**

G.20.1. This clause shall constitute a separate agreement and is consolidated with the remainder of the main Agreement for convenience only. As such, this clause (DSLPP) is not subject to the Grievances, Arbitration or any other disciplinary third party clauses in the main Agreement.

- G.20.2. As well, in the event of a conflict between the Deferred Salary Leave Plan clause and the remainder of the contract, the Deferred Salary Leave Plan shall take precedence. A copy of this Agreement is attached for information purposes only. [See Schedule A]

## **ARTICLE G.21      SICK LEAVE**

- G.21.1. The parties agree that unless provided elsewhere in this Agreement sick leave accumulated by teachers will only be used for legitimate medical reasons.
- G.21.2. Payout of accumulated sick leave upon separation is not contemplated by this Agreement.
- G.21.3. Sick leave means the period of time an employee is permitted to be absent from work at their regular rate of pay while unable to work because of illness, disability, quarantine, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- G.21.4. Sick leave means the number of days an employee has been credited through active service to the Board, and for which they will be entitled to sick leave at their regular rate of pay.
- G.21.5. Sick leave will be accumulated by teachers on continuing or temporary contracts at the rate of 1-1/2 days for each month of active service with the Board, to a maximum of fifteen (15) days per school year. The unused portion shall accumulate from year to year.
- G.21.6. When accumulated sick leave is utilized, it shall be charged against that teacher's accumulation on the basis of one (1) day deducted for one (1) working day of sick leave. The number of days for which a teacher may be granted sick leave shall not exceed 120 days in any one school year.
- G.21.7. When an employee is given leave of absence without pay for any reason or is laid off and returns to the service of the Board upon expiration of such leave of absence or layoff, they shall not receive sick leave allowance for the period of such absence, but shall retain their cumulative allowance, if any, existing at the time of such leave or layoff.
- G.21.8. The Board shall provide each teacher with a monthly accounting of the total amount of sick leave accumulated by that teacher.
- G.21.9. Sick leave accumulated by each teacher prior to the execution of this Agreement shall be credited to that teacher.
- G.21.10. Part-time teachers shall accumulate sick leave on a pro-rata basis and be paid on a pro-rata basis.

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

## **ARTICLE G.22      PATERNITY/ADOPTION LEAVE**

G.22.1. Leave with pay shall be granted to an employee:

- a. in the case of a birth, up to two (2) days to take their partner to the hospital, attend the birth, and return their partner and the child home;
- b. in the case of adoption, up to two (2) days to pick up the child and make necessary preparations and one (1) additional day with salary less the cost of the teacher teaching on call.

G.22.2. Further leave may be granted at the discretion of the Superintendent.

## **ARTICLE G.23      EXTENDED ADOPTION LEAVE**

G.23.1. Teachers adopting a child may apply for and shall be granted a leave of absence without pay for a period of up to eighteen (18) weeks.

G.23.2. The teacher may also be granted up to ten (10) days adoption leave of absence without pay for the purposes of interviews or travel.

G.23.3. Only one teacher per household may apply for the leave under Article G.23.1.

G.23.4. If a teacher is granted an extended adoption leave, the teacher may participate in all benefit plans during the term of the leave subject to any restrictions placed by the carrier of the plan. The teacher is responsible for 100% of the premiums during such leave.

## **ARTICLE G.24      MATERNITY LEAVE**

G.24.1. Unless provided elsewhere in this article, a pregnant teacher may request and the Board shall grant maternity leave and all guaranteed rights as provided for in Part 6 of the Employment Standards Act.

G.24.2. Where possible, requests for maternity leave shall be submitted, in writing, to the Superintendent of Schools at least two (2) months before the desired commencement of the leave. The expected date of birth must be stated as well as the length of the requested leave.

G.24.3. All maternity leave shall be without pay, except that the Board shall continue to pay its share of all fringe benefits in accordance with Part 6 of the Employment Standards Act.

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



- G.24.4. Teachers requesting an unpaid extended leave of absence beyond that required in Part 6 of the Employment Standard Act shall apply in writing to the Board at least four (4) weeks prior to the termination of the eighteen (18) week leave. The Board shall, subject to operational requirements, grant such leave up to a maximum continuous leave of one (1) year including the leave provided for in Article G.24.1. A teacher returning from extended maternity leave must do so at the beginning of the school year or immediately following the Christmas or Easter breaks. In the event of a death of the child, the teacher may return to duty earlier than provided in the agreed upon leave subject to the availability of a suitable position within the district at that time.
- G.24.5. When a teacher is granted an extended maternity leave, the teacher may participate in all benefit plans during the term of the leave subject to any restrictions placed by the carrier of the plan. The teacher is responsible for 100% of the premiums during such leave.
- G.24.6. If at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, they shall present the Board with a medical certificate on the appropriate form and shall be subject to the provisions of Article G.21, Sick Leave.

## **ARTICLE G.25      PARENTHOOD LEAVE**

Subject to operational requirements and the approval of the Superintendent of Schools, a teacher with a dependent child shall be granted, upon request, a one time only parenthood leave of absence without pay as requested by the teacher for a stated period of time of not less than four (4) months nor more than twelve (12) months. The return to duty must be at the beginning of the school year or immediately following Christmas Break. This leave may not be combined, compounded, consecutive with or otherwise tied into maternity or any other type of leave.

## **ARTICLE G.26      JURY DUTY AND SUBPOENA**

With prior notification to the Superintendent of Schools, a teacher will be granted leave of absence with pay for the time required to serve on a jury, or being called for jury duty, or being subpoenaed as a witness other than on their own behalf or interest. Any fees or payments made to them for such duties or services must be remitted to the Board.

## **ARTICLE G.27      DISCRETIONARY LEAVE**

- G.27.1. The Board shall, upon request and subject to operational requirements, grant a teacher having at least ten (10) years' seniority with the Board as of the start of the school year, discretionary leave of one (1) day with pay in that school year.
- G.27.2. General leave for good and sufficient reasons may, on the recommendation of the administrative officer and at the discretion of the Board, be granted to a teacher for up to two (2) days per year. This leave shall be with pay less the cost of a teacher teaching on call.
- G.27.3. Additional general leave of absence, without pay, may be granted by the Board.

- G.27.4. The leaves of absence referred to above, are non- cumulative, may not be used on the first or last day of a school term and cannot be taken in conjunction with other leaves. The leaves are all subject to operational requirements.

## **ARTICLE G.28      WORKER'S COMPENSATION BOARD LEAVE**

- G.28.1. The Board agrees that when a teacher is in receipt of Workers' Compensation Board benefits, then they will be paid their regular salary by the Board and their Workers' Compensation Board wage loss benefits shall be reimbursed to the Board. The portion of salary not paid by the Workers' Compensation Board will be deducted from sick leave.
- G.28.2. Workers' Compensation Board salary benefits received for the summer break shall be credited to the individual teacher's sick leave based on their daily rate of pay at the time of the accident.
- G.28.3. There shall be no entitlement to earn sick leave credits during an absence under this article.
- G.28.4. Wage loss benefits do not include a disability pension or other final lump sum settlement or award arising from a compensable disability.

## **ARTICLE G.29      LEAVE FOR ELECTED OFFICE**

- G.29.1. A teacher shall be granted an unpaid leave of absence for up to five (5) days in any school year for public or civic duty in the community.
- G.29.2. Should a teacher be elected as a Member of Parliament or Member of the Legislative Assembly, they shall be granted a long-term leave of absence without pay for their term of office.
- G.29.3. Leave without pay for campaign purposes may be granted by the Superintendent. Such leave shall not exceed one (1) month and must be taken in consecutive days.

## **ARTICLE G.30      EMERGENCY LEAVE FOR FAMILY ILLNESS**

In the case of an illness of a child residing at the employee's residence or due to spousal incapacity as substantiated through medical certification if requested and, when no other person can provide for the needs of the ill person, an employee with fifteen (15) or more unused sick days shall be entitled, after notifying their supervisor to use up to a maximum of three (3) days sick leave entitlement per illness and a maximum of five (5) days per year. Teachers who do not have the required sick leave accumulation shall receive leave without pay for these periods.

[See also Article G.2 Compassionate Care Leave for leaves in excess of 3 days.]

## **ARTICLE G.31      EDUCATION LEAVE - SHORT TERM**

- G.31.1. One (1) days' leave of absence with pay shall be granted to a teacher to write an examination or to attend their graduation ceremony in a professional course of study approved by the Superintendent of Schools.
- G.31.2. Leave for teachers having at least five (5) years' seniority with this Board to a maximum of ten (10) prescribed school days with pay at the end of June shall, subject to operational requirements, be allowed for a professional course of study approved by the Superintendent of Schools or their designate. A teacher who requests such a leave must submit, with their request, verification of acceptance into the course of studies, and confirmation of the date the course of study begins. There shall be a maximum of two (2) teachers on leave per year under this Article.

## **ARTICLE G.32      EDUCATION LEAVE - LONG TERM**

- G.32.1. The Board shall, subject to operational requirements, grant a leave of absence without pay for a period of one (1) year in the first instance with a possible extension of a further year, for the purpose of attending a recognized university with a view to improvement of professional qualifications.
- G.32.2. The Board may also consider applications for assisted leave from teachers with a minimum of five (5) years' service in this district. If such leave is granted, the teachers on leave shall receive a minimum assistance of \$3,000, provided they return to a position in this district for at least one (1) year following the leave.
- G.32.3. A teacher requesting such leave shall have been in continuous employ of the Board for a minimum of three (3) years prior to being granted long term educational leave.
- G.32.4. There shall be a maximum of three (3) teachers on leave per year granted under this article.
- G.32.5. Applications must be received by the Superintendent by March 30th in the calendar year in which the leave is to commence.
- G.32.6. Successful applicants shall be selected on a "first come first served" basis.
- G.32.7. A teacher who has been granted leave under this section shall not be eligible for another leave under this clause until completion of three (3) years of continuous service after returning from the original leave.
- G.32.8. Upon successful completion of the courses and provided the teacher returns to a position in this district for at least one (1) year following the leave, the Board shall reimburse the teacher for its share of MSP, MSA, Dental and Group Life for the first year of a leave under this clause, as well as 50% of the Board's share of the Teachers' Pension Plan for the first year of a leave under this clause.
- G.32.9. The Board shall endeavour to assign a teacher returning from leave under this section to a comparable assignment to that which was held before commencing the leave.

## **ARTICLE G.33      GENERAL LEAVE - LONG TERM**

- G.33.1. Leave of absence without pay shall, subject to operational requirements, be granted for a period not to normally exceed one (1) year for the following reasons:
- a.      Secondment to the Ministry of Education;
  - b.      Service with a post-secondary institution;
  - c.      For personal reasons acceptable to the Board.
- G.33.2. Applications shall be submitted prior to April 30th of the year in which the leave is to commence.
- G.33.3. A teacher intending to return from general leave of absence shall notify the Board in writing no later than March 31st of that year of the intention to return from leave of absence.
- G.33.4 For good and sufficient reason and subject to operational requirements, a teacher may request and, at the discretion of the Board, be granted an additional one (1) year leave under this article.

# LETTERS OF UNDERSTANDING

## LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

### Re: Designation of Provincial and Local Matters

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

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

<b>Appendix 1</b> <b>PROVINCIAL MATTERS</b>
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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 entitlement 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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Section 4 of Bill 27 indicates that, “Effective July 1, 2002, the provisions of an agreement referred to in Column A of the following table, which provisions form part of the Collective Agreement constituted under section 2(1) of this Act, are deemed to apply for the purposes of all teachers employed by the school board in the school district referred to in the same row in Column B, and the agreements referred to in Column C are void and cease to have any effect.”

The Federation remains of the view that total compensation should be preserved for employees who are presently covered by terms and conditions that are found in local agreements identified in Column C Bill 27 Section (4) “Column C Agreements”. Total compensation includes all allowances and bonuses, including funding for professional development, currently paid to said employees. As well, the Federation maintains the view that superior benefit coverage and/or premium sharing should be preserved. Still further, it is the position of the Federation that increment values are to be preserved from Column C agreements where those increment values are greater than those found in agreements identified in Column A Bill 27 Section (4) “Column A agreements”. Lastly, a superior daily rate, both short and long term, for TTOC in the Column C agreements should continue through the term of the agreement and any bridging period. The above-cited positions of the Federation are founded, in part, on the Federation’s view that the “No Cut” provisions set out in the Column A Agreements properly apply to employees presently covered by the terms and conditions of the Column C Agreement.

Notwithstanding the Federation’s view on these matters, on a without prejudice and precedent basis to the Federation’s overall position in respect of Bill 27 “Education Services Collective Agreement Act” and Bill 28 “Public Education Flexibility and Choice Act”, including any legal or other challenges, and to any future amalgamation of school districts or local agreements consolidated as a result of amalgamation, the parties agree to the following transitional issues with respect to the implementation of Section 4 of Bill 27.

## 1.0 RATE OF PAY MAINTENANCE

Continuing and term/temporary employees now covered by Column C agreements, including employees who are laid off effective June 30, 2002, will be placed on the salary grid of the Column A agreements as of July 1, 2002 according to paragraphs 1.1 and 1.2 below.

### 1.1 Continuing Employees

1.1.1 All continuing employees presently at maximum salary or who would qualify for maximum salary as at June 30, 2002 pursuant to the Column C agreement will be placed at the maximum salary in the Column A agreement effective July 1, 2002 notwithstanding that the Column A agreement may have a greater number of increment steps to maximum.

1.1.2 All other continuing employees from the Column C agreement will be placed in the Category and Experience level of the Column A agreement according to the Category and Experience earned under the Column C agreement as at June 30, 2002.

*Example:*

Fernie Grid — Category 5 step (6) as at June 30, 2002 to be placed on the Cranbrook grid at Category 5 step (7) effective July 1, 2002 provided that the employee would have qualified for an increment under the terms and conditions of the Fernie agreement.

1.1.3 Continuing employees shall be notified, in writing, of their intended grid placement under the Column A agreement for the 2002-2003 school year within one month of the signing of this Letter of Understanding.

a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.

b. Appeals must be referred to the Board and the Union by October 15, 2002.

c. Appeals not resolved by November 15, 2002, shall be referred to step 3 of the grievance procedure, Article A.6.

1.1.4 Any continuing employee covered by a Column C agreement whose salary at June 30, 2002 (x) 1.025 is greater than that they would receive according to their salary in the Column A agreement at July 1, 2002, shall receive the difference in equal monthly instalments during the 2002-2003 school year. Such employees shall have their names and salary as at June 30, 2002 included on a "Rate of Pay Maintenance Schedule" attached to the Collective Agreement.

**Sample Rate of Pay Maintenance Schedule:**

Name		Annual Salary Effective June 30, 2002	Monthly Installment	
			July 1, 2002	July 1, 2003
First	Last	\$39,365	\$202	\$ 13
First	Last	\$42,564	\$215	\$ 0
First	Last	\$62,752	\$180	\$184

The local parties shall compile and forward the "Rate of Pay Maintenance" Schedule(s) to the provincial parties.

- 1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what they would receive according to their salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal monthly installments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.1.6 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly installments for any time they are employed.
- 1.1.7 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a TTOC, be placed on the "TTOC Schedule" at the daily rate they would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.1.8 The following describes the calculation for 1.1.4 and 1.1.5 above:

Year	Column A Agreement	Column C Agreement
02-03	Placement on grid according to Category and experience earned at June 30, 2002 = A.1	Salary at June 30, 2002 x 1.025 = B.1
	▪ (B.1 – A.1 = Difference/10= Monthly Installment)	
03-04	Placement on grid according to Category and experience earned at June 30, 2003 = A.2	B.1 x 1.025 = B.2
	▪ (B.2 – A.2 = Difference/10= Monthly Installment)	

*Notes: 1. For 12-month pay schedules, the divisors will be 12.*

2. *The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly instalment will be adjusted to reflect the salary and increment value of the Column A agreement.*
3. *Please refer to Appendix "A" for examples.*

## 1.2 Term/Temporary Employees

- 1.2.1 A term/temporary employee covered by a Column C agreement who has worked in term/temporary assignment(s) which, in the aggregate, equal(s) a minimum of .5 FTE during the 2001-2002 school year shall have their name added to the Rate of Pay Maintenance Schedule as appropriate.
- 1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly installment outlined in paragraphs 1.1.4 and 1.1.5 above for any time they are employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a TTOC, be placed on the "TTOC Schedule" at the daily rate they would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

## 1.3 TTOCs

- 1.3.1 Any TTOC on the TTOC List pursuant to a Column C agreement at June 30, 2002 whose daily rate of pay effective June 30, 2002 is greater than the daily rate stipulated in the Column A agreement effective July 1, 2002 shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.3.2 A "TTOC Schedule" shall be appended to the Collective Agreement that identifies each eligible TTOC and their daily rate at June 30, 2002.

### Sample TTOC Schedule:

Name		Daily Rate Effective June 30, 2002
First	Last	\$159.64
First	Last	\$166.70

*NOTE: In some districts the daily rate for TTOCs will be the same for all TTOCs on the Schedule.*

- 1.3.3 The daily rate of pay for non-certificated teacher replacements in School Districts #08 (Kootenay Lake) and #82 (Coast Mountains) shall continue according to the terms and conditions of the Column C agreement unless varied pursuant to 9.3.2 of this Letter of Understanding.

- 1.3.4 The local parties shall compile and forward these “TTOC Schedules” to the provincial parties.**1.4 Employees Hired After June 30, 2002**

1.4.1 Continuing and term/temporary employees, hired after June 30, 2002, who are not covered by 1.1 and 1.2 above, shall be placed on the salary grid according to the provisions of the Column A agreement.

1.4.2 TTOC placed on the TTOC list after July 1, 2002, who are not covered by 1.3 above, shall be paid a daily rate according to the provisions of the Column A agreement.

## **2.0 SICK LEAVE CREDITS**

Effective July 1, 2002, the accumulated sick leave credits of employees covered by a Column C agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with the Column A agreement.

## **3.0 SENIORITY LISTS - DISTRICT-WIDE**

Seniority lists shall be established on a district-wide basis. The local parties shall compile and forward the district-wide seniority list to the provincial parties. For administrative purposes, the local parties may establish administrative lists from the district-wide seniority list which set out the relative seniority of employees by geographic region.

## **4.0 STAFFING PROVISIONS - TRANSITIONAL EFFECTIVE DATE**

In accordance to Section 4 of Bill 27, the staffing provisions of the Column C agreement becomes void on July 1, 2002 and the staffing provisions of the Column A agreement will apply to all teachers throughout the district. In recognition that this effective date (July 1, 2002) is in the midst of the yearly staffing process (May — October), subject to the local parties agreement and the approval of the provincial parties, the following options pertaining to staffing provisions are available:

- i. The Column A staffing provisions would take effect prior to July 1, 2002 (implement staffing provisions from the Column A agreement early).
- ii. The staffing provisions of the Column A agreement would take effect after July 1, 2002 but no later than October 31, 2002 (delayed implementation of the staffing provisions from the Column A agreement).

It is understood that the above are only options to consider and failing agreement of all parties, the staffing provisions of the Column A agreement will take effect for all employees in the district on July 1, 2002.

Should the local parties agree to one of the alternatives available, this agreement will be forwarded to the provincial parties for approval.

## **5.0 GEOGRAPHICAL BOUNDARIES - STAFFING PROVISIONS**

In the event that the local parties wish to incorporate geographical boundaries/factors into the Column A agreement’s staffing provisions, the mid contract modification process would apply, i.e., these amendments to the Column A agreement would be agreed upon at the local level and submitted to the provincial parties for approval.

## **6.0 LEAVES COMMENCING PRIOR TO JULY 1, 2002**

If a leave was approved and commenced under the Column C agreement prior to July 1, 2002 and is to continue past July 1, 2002, the terms and conditions of this leave, including the method of returning from leave of the Column C agreement would continue to apply for the duration of that leave. The Column A agreement would apply to all leaves that commence after June 30, 2002.

## **7.0 SALARY PLANS**

### **7.1 Deferred Salary Plan**

Employees who have commenced a deferred salary plan under the Column C agreement shall be eligible to continue this plan until its completion under the terms and conditions contained in the Column C agreement, including any provisions related to return from leave.

### **7.2 12 Month Payroll Savings Plan/ 12-Month Pay Plan**

Employees currently on a 12-month payroll savings plan or a 12-month pay plan under the Column C agreement shall continue with that plan until August 31, 2002 under the terms and conditions contained in the Column C agreement.

## **8.0 BENEFIT PLANS - TURNOVER DATE**

- 8.1 In SD.83 (North Okanagan-Shuswap) premiums for benefits are paid in advance and calculated for deduction over the course of the year. As a result, the turnover date for benefits in SD.83 (North Okanagan-Shuswap) will be delayed until October 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until September 30, 2002 and the benefit plans under the Column A agreement would then start to apply on October 1, 2002.
- 8.2 Effective September 1, 2002, employees under the Column A agreement in SD.53 (Okanagan-Similkameen) will be covered by a new benefit provider. As a result, the turnover date for benefits in SD.53 (Okanagan-Similkameen) will be delayed until September 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until August 31, 2002 and the benefit plans under the Column A agreement would start to apply on September 1, 2002.

## **9.0 INCLUSIONS**

### **9.1 List**

The following list sets out membership in the teachers' bargaining unit, as defined by PELRA, currently included in the Column C agreement, by variation of the LRB, but not included for purposes of the Column A agreement.

- i SD.6 (Rocky Mountain) — Employees instructing adult education academic credit courses.
- ii SD.82 (Coast Mountains) — Speech Language Pathologists and uncertified substitute teachers.
- iii SD.83 (North Okanagan-Shuswap) — Persons employed to teach the Family Life curriculum in the Family Life Education program and Speech Language Pathologists

- iv SD.91 (Nechako Lakes) — Associated professionals including Speech Language Pathologists, Native Educational Counsellors, Native Language and Culture Instructors.

## **9.2 School District No.8 (Kootenay Lake)**

Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.

## **9.3 Application**

- 9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.
- 9.3.2 BCPSEA and the BCTF shall determine the terms and conditions of employment for the employees identified in 9.1 and 9.2 above. Should the parties be unable to reach agreement, the terms of Article A. 1.4 of the Collective Agreement shall apply.
- 9.3.3 In the geographical area of the former Column A agreement, employees listed in the above classifications shall not become members of the bargaining unit except through the processes provided in the Labour Code.

## **9.4 School District No.79 (Cowichan Valley)**

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs in the former School District No.65 (Cowichan) and former School District No.66 (Lake Cowichan) are included in the bargaining unit and are covered by the terms and conditions of employment in the Column A agreement.

Signed this 25<sup>th</sup> day of June, 2002

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

# **Appendix "A" to LOU Re: Section 4 of Bill 27**

## **School District No. 5**

### **Collective Agreement Effective July 1, 2002 (former S.D. 2)**

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
4	0	\$33,744	\$34,588	\$35,452	\$36,338
4	1	\$35,547	\$36,436	\$37,347	\$38,280
4	2	\$37,350	\$38,284	\$39,241	\$40,222
4	3	\$39,153	\$40,132	\$41,135	\$42,163
4	4	\$40,956	\$41,966	\$43,029	\$44,105
4	5	\$42,759	\$43,828	\$44,924	\$46,047
4	6	\$44,562	\$45,676	\$46,818	\$47,988
4	7	\$46,365	\$47,524	\$48,712	\$49,930
4	8	\$48,168	\$49,372	\$50,607	\$51,872
4	9	\$49,971	\$51,220	\$52,501	\$53,813
4	10	\$51,774	\$53,068	\$54,395	\$55,755

**Example # 1 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 0 = \$38,405 on June 30, 2002**

	Placed on new scale	1-Jul-02	4.1	37,347	Compare with \$38,405 +2.5%	Annual Difference	Monthly Installment*
		1-Jul-03	4.2	\$40,222	\$39,365	\$2,019	\$202
					\$40,349	\$127	\$13

**Example #2 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 10 = \$52,880 on June 30, 2002**

	Placed on new scale	1-Jul-02	4.10	\$54,395	Compare with \$52,880 +2.5%	Annual Difference	Monthly Installment*
		1-Jul-03	4.10	\$55,755	\$54,202	\$0	\$0
					\$55,557	\$0	\$0

\* Monthly installment assumes annual salary paid over 10 months



School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
5	0	\$38,378	\$39,337	\$40,321	\$41,329
5	1	\$40,513	\$41,526	\$42,564	\$43,628
5	2	\$42,648	\$43,714	\$44,807	\$45,927
5	3	\$44,783	\$45,903	\$47,050	\$48,226
5	4	\$46,918	\$48,091	\$49,293	\$50,526
5	5	\$49,053	\$50,279	\$51,536	\$52,825
5	6	\$51,188	\$52,468	\$53,779	\$55,124
5	7	\$53,323	\$54,656	\$56,022	\$57,423
5	8	\$55,458	\$56,844	\$58,266	\$59,722
5	9	\$57,593	\$59,033	\$60,509	\$62,021
5	10	\$59,728	\$61,221	\$62,752	\$64,321

Example # 3 Teacher hired under old PLA S.D. 1 - Cat. 5, Step 0 = \$43,626 on June 30, 2002

	1-Jul-02	5.1	\$42,564	Compare with \$43,626 +2.5%	Annual Difference	Monthly Installment*
Placed on new scale	1-Jul-03	5.2	\$45,927	\$44,717	\$2,153	\$215
				\$45,835	\$0	\$0

Example #4 Teacher hired under old PLA S.D. 1 - Cat. 5+, Step 10 = \$62,976 on June 30, 2002

Salary grid does not contain Category 5+, therefore placed on Category 5

	1-Jul-02	5.10	\$62,752	Compare with \$62,976 +2.5%	Annual Difference	Monthly Installment*
Placed on new scale	1-Jul-03	5.10	\$64,321	\$64,550	\$1,798	\$180
				\$66,154	\$1,943	\$194

\* Monthly Installment assumes annual salary paid over 10 months

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

Signed this 10<sup>th</sup> day of April, 2013

## **LETTER OF UNDERSTANDING No.4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Employment Equity – Indigenous Peoples**

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

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

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

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

### **BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

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

The committee will review:

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

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

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

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

**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
Naghatanqued 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 (<i>only part of district approved</i>)</b>	
Surge narrows	Read Island
Sayward Elem	Village of Sayward
Cortes Island	Cortes island
<b>73 - Kamloops/Thompson (<i>only part of district approved</i>)</b>	
Blue River Elem	Blue River
Vavenby Elem	Vavenby
Brennan Creek	Brennan Creek
<b>74 - Gold Trail (<i>only part of district approved</i>)</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 (<i>entire district approved</i>)</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 (<i>only part of district approved</i>)</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**

Note: Not applicable in SD No. 58 (Nicola-Similkameen).

## **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. 16(c) 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

# LETTERS OF UNDERSTANDING REGARDING AMALGAMATION

## Memorandum Of Settlement

**Between:**

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

**And:**

**British Columbia Teachers' Federation (BCTF)**

**RE: Grievance Concerning Recognition of Local Union, Dues Deduction and Membership – SD No. 5 (South East Kootenay), SD No. 6 (Rocky Mountain), SD No. 8 (Kootenay Lake), SD No. 53 (Okanagan Similkameen), SD No. 58 (Nicola-Similkameen), SD No. 79 (Cowichan Valley), SD No. 82 (Coast Mountains), SD 83 (North Okanagan-Shuswap), SD No. 91 (Nechako Lakes).**

The following agreement is made on a without precedent and prejudice basis, respecting the above noted districts only and represents full and final settlement to the above noted grievance on the following terms and conditions:

### **1.0 Union Recognition**

- 1.1 For collective agreement purposes, BCPSEA and each employer recognize one (1) local union/association per School District (Article A.2).
- 1.2 The organization of a local union/association and matters of how its authority/responsibilities are framed or delegated are matters within the exclusive authority of the BCTF and the local union/associations. Subject to PELRA and the exclusive bargaining agency of the BCTF, the local union/association designated by the BCTF has the exclusive right to exercise the local rights and capacities delegated by the BCTF pursuant to PELRA.
- 1.3 For purposes of recognition (Article A.2), upon written notice by the BCTF pursuant to Section 8 of PELRA, a new local union/association in the district succeeds and replaces the previously recognized union/association.
- 1.4 Nine (9) new local union/associations have been created:
  1. the "Cranbrook and Fernie Teachers' Association";
  2. the "Rocky Mountain Teachers' Association";
  3. the "Kootenay Lake Teachers' Association";
  4. the "South Okanagan Similkameen Teachers' Union";
  5. the "Nicola Valley and Princeton Teachers' Union";
  6. the "Cowichan Valley Teachers' Federation";
  7. the "Coast Mountain Teachers' Federation";
  8. the "North Okanagan Shuswap Teachers' Association"; and
  9. the "Burns Lake and Nechako Teachers' Union";

As a result,

SD No. 5 (Southeast Kootenay) – The Cranbrook and Fernie District Teachers' Association will replace all references to the Cranbrook District Teachers' Association in the previous local agreement.

SD No. 6 (Rocky Mountain) – The Rocky Mountain Teachers' Association will replace all references to the Windermere District Teachers' Association in the previous local agreement.

SD No. 8 (Kootenay Lake) – The Kootenay Lake Teachers' Federation will replace all references to the Nelson District Teachers' Association in the previous local agreement.

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers' Union will replace all references to the Southern Okanagan Teachers' Association in the previous local agreement.

SD No. 58 (Nicola-Similkameen) – The Nicola Valley and Princeton Teachers' Union will replace all references to the Nicola Valley Teachers' Union in the previous local agreement.

SD No. 79 (Cowichan Valley) – The Cowichan Valley Teachers' Federation will replace all references to the Cowichan District Teachers' Association in the previous local agreement.

SD No. 82 (Coast Mountains) – The Coast Mountain Teachers' Federation will replace all references to the Terrace District Teachers' Union in the previous local agreement.

SD No. 83 (North Okanagan-Shuswap) – The North Okanagan Shuswap Teachers' Association will replace all references to the Shuswap Teachers' Association in the previous local agreement.

SD No. 91 (Nechako Lakes) – The Burns Lake and Nechako Teachers' Union will replace all references to the Nechako Teachers' Union in the previous local agreement.

- 1.5 For grievances from the Column C geographical area, it is understood that the language from the Column C agreement would apply for incidents which crystallized prior to July 1, 2002. The BCTF will provide BCPSEA with a list of such grievances. Should the date of crystallization be unclear, further discussions by the provincial parties shall take place.

## **2.0 Union Membership**

- 2.1 With the exception of the exempted employees referred to in Article A.3.2, as a condition of employment (Article A.3), employees covered by the teachers' collective agreement must become and remain members of the BCTF and the local Union/Association recognized and named in Article A.2 of the collective agreement.
- 2.2 The active membership application form prepared by the Union will require membership in the BCTF and the recognized local Union/Association. Should the recognized local Union/Association require membership in another Union/Association/organization as a condition of their membership in the BCTF and/or recognized local Union/Association, such membership requirement for these organizations can be included on this form.

2.3 As a result,

SD No. 5 (Southeast Kootenay) – as a condition of employment, teachers will become and remain members of the BCTF and the Cranbrook and Fernie District Teachers' Association.

SD No. 6 (Rocky Mountain) – as a condition of employment, teachers will become and remain members of the BCTF and the Rocky Mountain Teachers' Association.

SD No. 8 (Kootenay Lake) – as a condition of employment, teachers will become and remain members of the BCTF and the Kootenay Lake Teachers' Federation.

SD No. 53 (Okanagan-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the South Okanagan Similkameen Teachers' Union.

SD No. 58 (Nicola-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the Nicola Valley and Princeton Teachers' Union.

SD No. 79 (Cowichan Valley) – as a condition of employment, teachers will become and remain members of the BCTF and the Cowichan Valley Teachers' Federation.

SD No. 82 (Coast Mountains) – as a condition of employment, teachers will become and remain members of the BCTF and the Coast Mountain Teachers' Federation.

SD No. 83 (North Okanagan-Shuswap) – as a condition of employment, teachers will become and remain members of the BCTF and the North Okanagan Shuswap Teachers' Association.

SD No. 91 (Nechako Lakes) – as a condition of employment, teachers will become and remain members of the BCTF and the Burns Lake and Nechako Teachers' Union.

- 2.4 The employer will send the completed active membership application form to the recognized local union/association.

### **3.0 Local and BCTF Dues Deductions**

- 3.1 The employer agrees to deduct and remit dues and fees from teachers to the BCTF and the recognized local union/association pursuant to their constitutions and by-laws (Article A.4).
- 3.2 Pursuant to the BCTF and recognized local union's constitutions and by-laws, it is understood that this does not preclude the union from setting different dues/fee deductions for different members. Should this be the case, the recognized local union/association shall supply the employer with a letter from the recognized local union/association indicating the amount of dues/fees to be deducted.
- 3.3 When the employer remits the dues and fees to the BCTF and the recognized local union/association, the employer shall supply the recognized local union/association with a listing of the amount remitted for each member.
- 3.4 As a result,

SD No. 5 (Southeast Kootenay) – the Cranbrook and Fernie District Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 6 (Rocky Mountain) – the Rocky Mountain Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 8 (Kootenay Lake) – the Kootenay Lake Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 58 (Nicola-Similkameen) – the Nicola Valley and Princeton Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 79 (Cowichan Valley) – the Cowichan Valley Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.



SD No. 82 (Coast Mountains) – The Coast Mountain Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 83 (North Okanagan-Shuswap) – The North Okanagan Shuswap Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

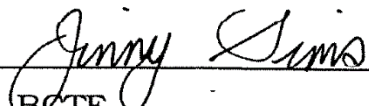
SD No. 91 (Nechako Lakes) – the Burns Lake and Nechako Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

#### **4.0 Effective Date**

- 4.1 The implementation of this grievance settlement shall take effect July 1, 2003 or at a later date agreed to by the parties. Notwithstanding the above, should there be a change to the dues deduction/remittance that does not allow for implementation by September 1, 2003, the local parties shall meet to discuss the implementation date for these changes to the dues/remittance, but in no case shall these changes take effect later than thirty (30) days from receipt of notice.

  
\_\_\_\_\_  
BCPSEA

Date: 9<sup>th</sup> Oct W 2003

  
\_\_\_\_\_  
BCTF

Date: 8<sup>th</sup> October 2003

This document replaces the original signed by Hugh Finlayson (for BCPSEA) and Jinny Sims (for BCTF) on July 8, 2003 and reflects necessary amendments as a result of the formation of a new amalgamated local union/association (the South Okanagan Similkameen Teachers' Union) in SD No. 53 Okanagan Similkameen.

/jr/utfe/twa 1-3567

## **LOCAL LETTERS OF UNDERSTANDING/INTENT**

### **Letter of Understanding No. 1 (May 7, 1993):**

**Between**

**The Board of School Trustees**

**School District #58 (Nicola Similkameen)**

**and**

**The Nicola Valley Teachers' Union**

**Local 31 of the BCTF**

### **Re: Mainstreaming/Integration**

The Board of School Trustees and the Nicola Valley Teachers' Union agree that mainstreaming and integration/inclusion of students with special needs (those students agreed to by the Ministry of Education as low incident/high cost students) in regular classes is a sound educational goal. A number of activities and procedures have been implemented in School District #58 (Nicola Similkameen) that are proving successful in developing practices that promote acceptance and good educational experiences for these students.

In order to build on this past experience and to support the concept of mainstreaming as a positive experience for the students, classes and teachers, we undertake to work collaboratively towards this goal. In this regard, we agree to work towards the following objectives over the course of the contract:

- To encourage each school to have a school-based team program, for the purpose of supporting the regular classroom teachers and discussing the educational programs of special needs students in order to make suggestions to the administrative officer on action plans and resources required including the utilization of the school's special needs staffing allotment.
- To support the development of Individual Education Programs (IEPs) for students with special needs. When an IEP is designed by a teacher, those teachers dealing with a particular student should be consulted when an IEP is developed and implemented.
- To support the implementation of a record and tracking system within the district to ensure that students with special needs are monitored, and to smooth the student's transition from district/school to school by making temporary provisions for them if necessary.

- To improve the level of expertise within the district by encouraging teachers to take courses or training in Special Education.
- To provide district level support for special needs staff and classroom teachers by:
  - (i) supporting the District Special Education committee as a means of sharing professional expertise and concerns; and,
  - (ii) supporting the practice of sharing information to ease the transition of students between schools.
- To support the development of practices that enhance services to students with special needs consistent with the implementation of the Year 2000 initiatives. Sources could include such areas as student assessment, evaluation and consultation/communication.

In addition, the NVTU will support these objectives by sponsoring the local association of Special Education/Learning Assistance Teachers to promote the sharing of practical integration expertise and concerns. The NVTU will also provide an executive position for a special needs representative in order to facilitate communication between the parties on issues relevant to promoting successful mainstreaming and integration/inclusion practices.

Dated this 7<sup>th</sup> day of May, 1993.

Signed on behalf of the Board of Trustees

Signed on behalf of Nicola Valley Teachers' Union

**Letter of Understanding No. 2 (May 7, 1993):**

**Between**

**The Board of School Trustees**

**School District #58 (Nicola Similkameen)**

**and**

**The Nicola Valley Teachers' Union**

**Local 31 of the BCTF**

The parties recognize the changing roles of teachers such as Learning Assistance and Resource teachers for students with special needs due to implementation of the Year 2000 initiatives and acknowledge the need for flexibility in determining the optimum number of students assigned to each teacher. To that end, the parties agree that periodic reviews of case loads will be undertaken by the administration, in consultation with the teaching staff.

Further the parties recognize the unique nature of the Okanagan Regional Correspondence School and Directed Studies Centre with respect to class size and acknowledge the need for flexibility in determining the optimum number of students assigned to each teacher. To that end, the parties agree that periodic reviews of teacher/pupil ratios will be undertaken by the administration. The administration will review class sizes on a regular basis, in consultation with the teaching staff.

Dated this 7<sup>th</sup> day of May, 1993

Signed on behalf of the Board of Trustees

Signed on behalf of Nicola Valley Teachers' Union

**Letter of Understanding No. 3 (September 14, 2000):**

**Between:**

**Nicola-Similkameen Teachers' Interim Council No. 58 (the Council)**

**And**

**The British Columbia Teachers' Federation**

**And**

**The Board of Education of School District No. 58 (Nicola Similkameen)(The Board)**

**And**

**The British Columbia Public School Employer's Association (BCPSEA)**

**Re: Speech/Language Pathologists**

Whereas the Labour Relations Board on December 20, 1995, granted a variation in the certification of the BCTF to include all Speech/Language Pathologists employed by the Board in the area of former School District No. 31 (Merritt).

The parties agree to establish terms and conditions of employment for those employees as follows:

1. The Collective Agreement as it relates to employees in the area of former School District No. 31 (Merritt) shall apply in full to speech/language pathologists except where the agreement language relates solely and exclusively to classroom based assignments or where modified specifically by this Letter of Understanding. Where the term "teacher" is used in a provision in the Collective Agreement, that provision applies to speech/language pathologists, except where amended by this Letter.
2. The parties agree that Article C.27.3 does not have application to speech/language pathologists.
3. The parties agree to amend Article D.27 Staff Meetings by adding the following:  
  
"Despite the foregoing, staff meetings for speech/language pathologists may be held on any work day within the work year as established by Article D.20.1"
4. The parties agree to amend Article D.20.1:  
  
"The work year for speech/language pathologists shall not exceed the total number of days in session established for teachers pursuant to Article D.20.1 between July 1 and June 30, provided that no days of work may be scheduled

during the Christmas or the spring break without the agreement of the employee.”

5. The parties agree that Article B.20 Placement on Schedule shall be amended by adding Article B.20.1 as follows:

“The category placement of speech/language pathologists shall be determined in line with the principles established by the Teacher Qualification Service and this agreement for determining the salary category of teachers based on years of university level training.”

6. The parties agree that Article B.20 Placement on Schedule shall be amended by adding B.20.16 as follows:


“Experience recognition shall be granted in accordance with the applicable provisions of this Article B.20 for professional employment as a speech/language pathologist or physiotherapist in a school district, hospital, clinic or government funded agency, provided that employment shall be deemed to be equivalent to one full work year as follows:

- a. for school district employment, ten (10) months,
- b. for other employment, twelve (12) months,”

7. The parties agree that Article B.24 Payment Beyond School Year shall be amended by adding the following as Article B.24.3:

“Speech/language pathologists who work more than the total number of days in the work year established pursuant to Article D.20.1 shall be reimbursed pursuant to Article B.24.2”

8. The terms of this agreement come into effect as of the ratification of this Letter of Understanding, except as agreed by the Council and the Board.

Date: 09/14/00  
  
For the Council

  
For BCTF

  
For the Board  
  
For BCPSEA

## Local Letter of Understanding No. 4

April 12, 2006

**WITHOUT PREJUDICE**

Nicola Valley and Princeton Teachers' Union  
P.O. Box 849  
Merritt, BC  
V1K 1B8

Attn: Mr. Ralph Poynting, Co-Chair  
Mr. Robert Tarswell, Co-Chair

Dear Ralph and Robert:

### **RE: Termination/Recall Interpretation**

There was an error found on page 2 of the letter dated March 1, 2006. This letter represents what the parties have agreed to in regard to the following interpretation of the termination/recall language.

1. An employee has not been terminated; therefore, not on recall, prior to the effective date of the termination. For example, if an employee is given notice of termination on May 10<sup>th</sup>, which is effective July 1<sup>st</sup>, their contract is neither terminated nor are they on recall prior to July 1<sup>st</sup>.
2. An employee who has received a notice of termination is eligible to apply for any continuing vacancies that are posted prior to the effective date of termination but a successful employee will change their FTE to the FTE of the continuing position they post into. This is no different than any other teacher who posts into a continuing position.

For example, an employee who is a 1.0 FTE receives notice of termination but subsequently posts into a 0.8 FTE position prior to the effective date. The result is the termination does not occur because they have a position, which will carry into the next year. The teacher then owns a 0.8 position.

3. If there are employees on the recall list and continuing positions come up, the positions will be posted only if there is no one on the recall listed that has the qualifications. A vacancy can only occur after the recall list has been satisfied.

.../2

4. i.) The Board can reassign a junior employee to a vacancy for which they are qualified or can reassign a more senior employee to another school, in order to avoid laying this employee off.
5. i.) If the employee is offered recall to a position that is equal to or greater than the FTE the teacher had prior to termination and they possess the necessary qualifications and refuse the position, then it will count as one of the refusals under Article C.6.5 (iv) ii).
- ii.) Any refusal to accept a position outside of the teacher's geographical area shall not count as a refusal under Article C 6.5 (iv) (ii). For the purposes of this article, the designated geographical areas shall be:
  - i). The area formerly known as School District No 31
  - ii). The area formerly known as School District No 17
- iii.) If a temporary vacancy is posted pursuant to E2, the employee will not be considered for the position unless the employee actually applies for the position. The reason for differentiating between a temporary and continuing vacancy is a refusal by the teacher would be considered a refusal under C.6.5 (iv) ii). The District is prepared to deal with the temporary vacancies differently for that reason.
6. In the event that a continuing teacher on recall applies for and is the successful applicant for a temporary vacancy, the appointment will be continuing pursuant to Article C.6.5 (v) even though the position is still temporary.
7. A teacher on recall, who accepts a position, is removed from the recall list if the new position is equal to or greater than the FTE the teacher had prior to termination. If the position accepted is less than the FTE the teacher had prior to layoff then the teacher will be removed from recall list and be given a Leave of Absence until the end of their recall period, for the difference between the position taken and their previous FTE. If the teacher is still on this leave of absence or any part of it on the date the leave ends, then the employee will be deemed to have given up this portion of their FTE

Yours truly,

H. Bruce Tisdale,  
Secretary-Treasurer

HBT/jy



## SCHEDULE “A” DEFERRED SALARY LEAVE PLAN

### 1. DEFINITIONS

“Accrued Interest” means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the Participant, calculated from:

- (a) the first day any of such monies have been received by the eligible financial institution, or
- (b) the last date to which interest has been paid in accordance with clause 3.5.

whichever is later.

“Agreement” means the agreement(s) in force from time to time between the Board and the Union.

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

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

“Committee” means a committee as defined by agreement between the Union and the Board.

“Contract Year” means the 12-month period from July 1 to June 30.

“Current Compensation Amount” means the total compensation payable by the Board to the Participant for the contract year, including their proper salary and all allowances in accordance with the agreement(s) in force.

“Deferral Period” shall be the number of years not to exceed five (5) years for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5, if applicable.

“Deferred Compensation Amount” means the portion of the Current Compensation Amount which is retained by the Board for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the Participant in accordance with clause 3.5.

“Eligible Teacher” means a teacher represented by the Nicola Valley and Princeton Teachers’ Union and employed by the Board on a continuing contract or an Administrative Officer employed by the Board.

“Eligible Financial Institution” means any Canadian chartered bank, any trust company authorized to carry on business in the Province of British Columbia, and any credit union authorized to carry on business in the Province of British Columbia.

“Leave of Absence” means the 12-month period described in clause 4.1.

“Memorandum of Agreement” means the agreement described in Schedule “B”.

“Participant” means an Eligible Teacher who has completed a Memorandum of Agreement (Schedule “B”) and whose application for participation in the Plan has been approved by the Board in accordance with clause 2.2.

“Plan” means the Self-Funded Leave Plan set out in this schedule, and includes all amendments thereto.

“Superintendent” means Superintendent of Schools.

## **2. APPLICATION:**

### **2.1 FORMAL APPLICATION**

In order to participate in the Plan, an Eligible Teacher must make written application by way of Schedule “B” to the Superintendent of Schools on or before January 31, or at a date otherwise agreed between the Board and the Union, stating the date when the Eligible Teacher wishes the deferrals to commence.

### **2.2 APPROVAL**

The approval of each application made under clause 2.1 shall rest solely with the Board. The Superintendent of Schools shall, by May 15 of that year, or at a date otherwise agreed between the Board and the Union, advise each applicant of the Board’s approval or disapproval of their application, and if the latter, an explanation therefore.

### **2.3 DATE OF PARTICIPATION**

If the Board gives its approval in accordance with clause 2.2, the participation of the Eligible Teacher in the Plan will become effective on the date requested by the Eligible Teacher, or if such date is not agreed to by the Board, then on a date which is agreed to by the Board and the Eligible Teacher.

### **3. FUNDING FOR LEAVE OF ABSENCE**

Funding for the Leave of Absence shall be as follows:

#### **3.1 COMPENSATION DEFERRED**

During each year of the deferral period, the participant will receive their Current Compensation Amount, less the percentage amount which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the Board and less statutory deductions and other withholdings. Such percentage amount may be varied, subject to clause 3.2, by giving written notice to the Board at least one (1) months prior to July 1 in any year for the next or subsequent years.

#### **3.2 MAXIMUM PERCENTAGE DEFERRED**

The percentage of the Annual Compensation Amount deferred by the Participant cannot exceed thirty-three and one third percent (33 ⅓%)

#### **3.3 INVESTMENT OF DEFERRED COMPENSATION**

The monies retained by the Board for each Participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.5) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an Eligible Financial Institution. The Committee shall choose such Eligible Financial Institution and in making such determination the Board, the Union and members of the Committee shall not be liable to any Participant for any investments made which are authorized by this clause. The monies shall be forwarded to the Eligible Financial Institution within fifteen (15) calendar days.

#### **3.4 INSOLVENCY**

In the event that any of the monies retained and invested pursuant to the terms of this Plan be lost by reason of insolvency of the Eligible Financial Institution, the Board shall not be obliged to pay the participants any further amounts in respect to services for the deferral period.

#### **3.5 PAYMENT OF ACCURED INTEREST**

The Eligible Financial Institution shall pay the accrued interest on each December 31 to the participant.

#### **3.6 REPORTING TO PARTICIPANTS**

The Board shall make, not later than July 31 of each year, an annual report to each participant as to the Deferred Compensation Amount held as at June 30.

### 3.7 ADMINISTRATIVE EXPENSES

The Board will bear the administrative expenses of the Plan.

## 4. TAKING OF LEAVE OF ABSENCE

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

### 4.1 QUALIFICATION TO PARTICIPATE

The Leave of Absence shall occur according to, and be governed by, a separate agreement then in force between the Board and the Union.

### 4.2 MANNER OF PAYMENT DURING LEAVE

The time and manner of payment to the Participant during the Leave of Absence, shall be in instalments commencing September 30, being approximately equal to one tenth of the monies held by the Board for the Participant in accordance with clause 3.1 as determined at the beginning of the Leave of Absence. In no event shall payment be made more frequently than monthly, and all amounts payable shall be paid to the Participant no later than the end of the first taxation year that commences after the end of the deferral period.

### 4.3 AMOUNT OF PAYMENT DURING LEAVE

The total of the payments to be made to a Participant in accordance with clause 4.2 during a Leave of Absence shall be the Deferred Compensation Amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of a Participant. The Participant shall not receive any salary from the Board during the Leave other than the Deferred Compensation Amount.

### 4.4 BOARDS RIGHT TO DEFER LEAVE

If the Board is unable to obtain a suitable replacement for a Participant for the period of a Leave of Absence specified by the Participant, the Board upon not less than six (6) months notice prior to the scheduled date for the commencement of the Leave, may in its discretion, defer the Leave of Absence on one occasion for one school year. In such case, the Participant may choose to remain in the Plan or they may withdraw from the Plan, in which case the Board shall pay to the Participant the Deferred Compensation Amount in one lump sum payment within sixty (60) days of such withdrawal.

#### **4.5 PARTICIPANTS RIGHT TO DEFER LEAVE**

Notwithstanding the period of Leave specified in the Memorandum of Agreement, a Participant may, on one occasion only, with the consent of the Committee given not less than six (6) months prior to the scheduled date, for the commencement of the Leave, postpone such Leave for one year.

#### **4.6 YEAR'S LEAVE OF ABSENCE**

The year's Leave of Absence shall immediately follow the Deferral Period.

#### **4.7 RETURN TO EMPLOYMENT**

The participant shall return to employment with the Board or with an employer that participates in the same or a similar plan to fund leaves of absence for a period not less than the period of Leave.

### **5. FRINGE BENEFITS**

#### **5.1 PAYMENT**

During a Leave of Absence, the responsibility for payment of premiums for fringe benefits for a Participant shall be as set forth in the agreement then in force between the Board and the Union governing such matters. Where a Participant is obligated to pay the cost of any fringe benefit during the Leave of Absence, by way of the Ancillary Agreement, the Board shall pay such cost on behalf of the Participant on their request and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.

#### **5.2 SICK LEAVE CREDITS**

Sick Leave credits will be as set out in the School Act.

#### **5.3 SUPERANNUATION**

The Board is not responsible for Superannuation contributions during the Leave of Absence.

### **6. WITHDRAWAL**

#### **6.1 UPON TERMINATION OF EMPLOYMENT**

A Participant who ceases to be employed by the Board must withdraw from the Plan.

## **6.2 CONSENT REQUIRED**

In extenuating circumstances, such as financial hardship, and with the consent of the Board, a Participant may withdraw from the Plan at any time prior to March 31 in the year in which the Leave of Absence is scheduled to occur.

## **6.3 PAYMENT**

Upon termination of employment and/or withdrawal from the Plan, the Board shall pay to the Participant the deferred Compensation Amount, including any unpaid interest, within sixty (60) days or, at the option of the Participant, at a later date but no later than the end of the first taxation year that commences after the end of the deferral period. Upon such payment being made, the Board shall have no further liability to the Participant.

## **6.4 UPON DEATH**

Should a Participant die, the Board shall, within sixty (60) days of notification of such death to the Board, pay the Deferred Compensation Amount to the Participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

# **7. SUSPENSION FROM PARTICIPATION IN THE PLAN**

## **7.1 NOTICE TO SUSPEND**

A Participant may on one occasion while they are participating in the Plan give notice to the Board stating that the Participant wishes to suspend their participation in the Plan for a period of one year as at September 1 which immediately follows such notice, in which case the Board shall pay the Current Compensation Amount to the Participant as if they were not participating in the Plan for such year, but the amounts previously retained by the Board and interest thereon in accordance with clause 3.3 (but less all interest paid to the Participant in accordance with clause 3.5) shall continue to be held by the Board until the Participant withdraws from the Plan or takes a Leave of Absence.

## **7.2 REINSTATEMENT**

If a Participant has given notice in accordance with clause 7.1, the Participant's participation in the Plan shall be reinstated commencing on September 1 which immediately follows the year in which their participation has been suspended. The suspended year shall form part of the maximum 5 year deferral period.

## **8. TERMINATION**

### **8.1 BY AGREEMENT**

The Plan may be amended or terminated by agreement between the Board and the Union. Any amendment(s) shall be binding upon all present and future Participants.

### **8.2 NOT TO PREJUDICE RULING**

No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

### **8.3. ANCILLARY AGREEMENT**

The matters of the composition of the Committee, the assignment on return from leave, the salary and benefits after the leave and the payment of fringe benefits during the leave shall be dealt with through the attached Ancillary Agreement between the Board and the Union.

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