

A Working Document

2019-2022

PROVINCIAL COLLECTIVE AGREEMENT

BETWEEN

**THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS’
ASSOCIATION**
(hereinafter referred to as the “BCPSEA”)

AND

THE BRITISH COLUMBIA TEACHERS’ FEDERATION
(hereinafter referred to as the “Union”)

AS IT APPLIES IN SCHOOL DISTRICT # 23 (CENTRAL OKANAGAN)

Between

**The Board of Education of School District No. 23
(The Employer)**

And

**The Central Okanagan Teachers’ Association
(The Local)**

Effective July 1, 2019 – June 30, 2022

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

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PREAMBLE

WHEREAS it is the desire of all parties to this Agreement:

1. to set forth the local terms and conditions of employment agreed to between the parties;
2. to promote harmonious relations between the Employer and its officials and the Union and all employees;
3. to encourage cooperation in providing efficient quality education services to the pupils in the District;
4. to recognize the mutual value of joint discussions in local matters pertaining to working conditions and other related matters;
5. to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
6. to promote cooperation between the Employer, its employees, pupils and parents and to encourage the active participation of each of these groups in all aspects of the educational system;

AND WHEREAS it is now desirable that matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW THEREFORE this Agreement witnesseth that the parties hereto agree one with the other as follows:

INTERPRETATION

1. This Agreement is made pursuant to and governed by the *School Act, Public Education Labour Relations Act*, and the Labour Relations Code. In case of any conflict between this Agreement and those Acts and any Regulations, Orders in Council and Ministerial Orders made thereunder, those Acts and Regulations, Orders in Council and Ministerial Orders shall prevail.
2. Terms used in this Agreement defined in those Acts shall have the meanings defined in those Acts.
3. The use of one gender in this Agreement shall include the other and the singular shall include the plural unless the sense of the provision requires otherwise.

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement that was in effect between the two parties for the period July 1, 2013 to June 30, 2019 including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2019 to June 30, 2022. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2022 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
 - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
 - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
 - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
 - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
 - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
 - c.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).

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

ARTICLE A.2 RECOGNITION OF THE UNION

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, School District No. 23 (Central Okanagan) recognizes the Central Okanagan Teachers' Association as the teachers' union for the negotiation in School District No. 23 (Central Okanagan) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in School District No.23 (Central Okanagan) subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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

agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.

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

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

- i. the number of representatives of each party at Step Three shall be three; and/or

- ii. at least one of the employer representatives shall be a trustee.
- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

8. Arbitration (Conduct of)

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

9. General

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.

- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
 - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher teaching on call (TTOC) is required, such costs shall be borne by the employer.
 - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
 - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

ARTICLE A.7 EXPEDITED ARBITRATION

1. Scope

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

2. Process

- a. The grievance shall be referred to one of the following arbitrators:
 - i. Mark Brown
 - ii. Irene Holden
 - iii. Chris Sullivan
 - iv. Elaine Doyle
 - v. Judi Korbin
 - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to

be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.

- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or to 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

- 1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.

2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement. [See Article A.22 Leave for Local Contract Negotiations.]

ARTICLE A.9 LEGISLATIVE CHANGE

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

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

1. Upon written request to the Superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers’ Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.

2. Upon written request to the superintendent or designate from the Ministry of Education, a teacher teaching on call (TTOC) who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. TTOCs shall be paid in accordance with the collective agreement.
3. Leave pursuant to Article A.10.1 and A.10.2 above shall not count toward any limits on the number of days and/or teachers on leave in the provisions in Article G.6.

ARTICLE A.20 COPY OF AGREEMENT

The Employer shall provide every employee with an electronic copy of this agreement within thirty (30) days of the conclusion of negotiations.

ARTICLE A.21 ORIENTATION

All employees new to the staff of the Employer shall receive within the first thirty (30) days of commencing duties an orientation provided by the Employer that acquaints the employee with the basic operation of the School District and the school.

An annual orientation will be held for Teachers who accept the role of Principal Designate for their school. The orientation will include emergency response protocols and other information relevant to the role of site Administrator. The orientation will be held no later than October 15 of each school year.

ARTICLE A.22 LEAVE FOR LOCAL CONTRACT NEGOTIATIONS

Leave of absence with pay shall be granted to three (3) members of the Local to conduct negotiations held during instructional hours. Under normal circumstances, the Local will request leaves at least three (3) days in advance.

ARTICLE A.23 LOCAL/STAFF REPRESENTATION

1. The Employer shall recognize Union representatives appointed or elected by the Union bargaining unit.
2. The Union shall notify the Employer, in writing, of the name of each Union representative before the Employer shall be required to recognize them.
3. When requested by the employee, a Union representative shall be relieved of instructional duties without loss of pay to attend any meetings involving the employee and the Employer concerning disciplinary matters or grievances and arbitration.

4. Union representatives shall arrange to conduct grievance investigations and other local Union business in such a manner as not to disrupt instructional time and may, if conditions warrant, be given leave with no loss of pay for grievance investigations.
5. Union representatives shall have the right to convene meetings in the school to conduct Union business. The Administrative Officer shall be consulted to ensure that the meeting room has not previously been booked.
5. Where the Employer requires an employee to attend proceedings in connection with the interpretation or application of this Agreement, the Employer shall grant leave with pay.

ARTICLE A.24 EMPLOYER RIGHTS

1. The Union recognizes the responsibility and the right of the Board to manage and operate the school district in accordance with its responsibilities and commitments.
2. The right to assign duties and to manage and direct employees is vested exclusively in the Board except as otherwise provided for in this Agreement.
3. Such rights shall not be exercised in an arbitrary, discriminatory or bad faith manner.
4. It is expressly understood that all rights not covered by this Agreement shall remain the rights of the Employer.

ARTICLE A.25 ACCESS TO WORKSITE

Representatives of the Union and its affiliates, in consultation with the appropriate Administrator, shall have the right to transact Union business on school property at all reasonable times provided that such activities or use do not interfere with classroom instruction.

ARTICLE A.26 USE OF SCHOOL FACILITIES

The Union shall be permitted the use of school facilities and equipment for Union meetings and other Union business by following the District's usual "booking" practices. The Union agrees that such use will not include the preparation for job action.

ARTICLE A.27 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.

ARTICLE A.28 INTERNAL MAIL

1. The Union shall have access to the district mail service, employee mail boxes and email free of charge for communication to teachers, provided any increased volume does not add extra costs to the Employer.
2. The use of email by the Union shall not interfere with normal school secretarial operations.
3. The Union agrees that neither the Employer nor any employee shall be responsible for any errors, omissions, delays or malfunctions in the operation of the email system.
4. It is recognized that the use of email and other digital communication are growing as a method of communicating with students, parents/guardians, colleagues and administration. Teachers will use their professional autonomy to determine the extent of use and timing of electronic communication with other parties outside of the normal working day.

ARTICLE A.29 SCHOOL STAFF COMMITTEES

1. The Employer and the Union encourage each school to develop a staff committee.
2. To this end, staff committees shall:
 - a. be established at the beginning of each school year;
 - b. consist of a size and membership to be determined by the staff;
 - c. review and make recommendations on matters relating to staff concerns.
3. The school administration shall consider recommendations put forward by the staff committee.
4. Should the school administration not act on a recommendation of the school staff committee, the administration shall provide reasons in writing within fifteen (15) working days.
5. Where the situation exists that teaching/educational staff are not attached to a specific school but are included inside a particular organizational division, a committee comprised of representatives invited from each of the various specialties involved may be formed pursuant to Article A.29 School Staff Committees.

ARTICLE A.30 ACCESS TO INFORMATION

1. The Employer, upon written request by the Union, agrees to furnish to the Local or its designated representatives the following information as soon as possible:
 - a. public information as required by law;

- b. a scattergram of bargaining unit members employed by the Employer as at February 1st of the current calendar year, which shall indicate
 - i. the full time equivalent number of bargaining unit members at each step of the current salary schedule;
 - ii. the number of bargaining unit members who receive an allowance at each step of the schedule of allowances;
 - iii. the total annual salary cost to employ the bargaining unit members at the salary rate effective February 1st in the current calendar year.
- c. a list of certificated and non-certificated teachers teaching on call;
- d. notification of transfers, appointments, resignations, retirements, leaves of absence, employee deaths and discharges;
- e. public Board meeting agendas;
- f. minutes of public Board meetings;
- g. other items acceptable to the Employer.

ARTICLE A.31 PICKET LINE PROTECTION

1. The parties agree that all employees under this Agreement shall have the right to refuse to cross a duly constituted picket line. Such employees shall be considered absent without pay.
2. Failure to cross a picket line encountered in carrying out School Board business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action by the Employer.
3. Employees will not be expected to carry out duties normally performed by striking employees, nor shall employees request, require or direct pupils to carry out such duties.
4. Employees shall communicate to the absence recording system (COARS) as soon as possible if they intend to exercise their right to refuse to cross a picket line set up by another Union.
5. In the event seventy-two (72) hour strike notice is served by the Union, the Union president, or designate, shall arrange a meeting with the Superintendent of Schools or designate.

ARTICLE A.32 RIGHT TO REPRESENTATION

1. An employee shall have the right to be accompanied by a representative of the Union at a meeting between that employee and an Administrative Officer if:

- a. the meeting is or may become discipline related, in which case the Administrative Officer shall advise the employee of this right to representation; or
 - b. an employee or the Administrative Officer has reasonable cause to believe that a representative of the Union should be present.
2. The employee or the Administrative Officer shall have the right to suspend the meeting until a representative of the Union is present.

ARTICLE A.33 EXCLUSION FROM BARGAINING UNIT

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the mutual agreement of the parties.
 - a. Any exclusions shall be determined on the basis that the position involves:
 - any of the functions outlined in the Labour Relations Code as the basis for exclusion from the definition of an "employee"; or
 - the functions of a director of instruction as provided by the School Act and Regulations; or
 - the exercising of duties regarding the supervision and evaluation of employees as designated to principals and vice principals in the School Act and Regulations.
 - b. Failure by the parties to reach mutual agreement shall result in the parties referring the matter directly to arbitration pursuant to Article A.6.
2. For any newly created position that the Employer wishes to have excluded from the bargaining unit, the Employer will submit a position description to the Union. Notification of the newly created position will be submitted to the Union before the job is advertised. If the Union does not agree that the position is excluded, a discussion to resolve the difference will take place and, if unsuccessful, it may become the subject of a grievance which will resolve the matter on the criteria set out in Article A.33.1.

ARTICLE A.34 NO CONTRACTING OUT

1. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit. Except as mutually agreed upon by the parties, the Board shall not contract out educational services of a type and kind normally and regularly assigned to employees in this district. This provision shall be subject to Article A.34.2.
2. The parties agree that the following shall not be considered as violations of this Article and agree that this Article does not:

- a. restrict or regulate the assignment of teaching duties to Administrators.
 - b. limit the Board's ability to employ persons other than teachers to assist employees in carrying out their duties as provided for in section 18 of the School Act.
 - c. restrict those educational services normally expected to be provided outside the regular day school program (ie. summer school and night school).
 - d. restrict students being provided with educational programs which are sponsored by or jointly sponsored with another school district or outside agency such as Museum, or delivered through another Ministry.
 - e. restrict those services which have traditionally been purchased to supplement the physical education program within Central Okanagan such as swimming, skiing, canoeing, curling lessons and outdoor education support.
 - f. restrict the practice of using guest speakers and performers to provide services which supplement curricular programs and employee professional development activities.
 - g. restrict the purchase of materials (eg. software or curricular support) and the services included in the production of those materials.
3. Student teachers may perform the duties and responsibilities of their supervising teachers as a practicum requirement.
 4. The parties continue to recognize and encourage the presence of volunteer parents as a support to classroom teachers.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

1. The local salary grids are amended to reflect the following general wage increases:
 - a. Effective July 1, 2019 – 2% adjustment to the Local Salary Grids
 - b. Effective July 1, 2020 – 2% adjustment to the Local Salary Grids
 - c. Effective July 1, 2021 – 2% adjustment to the Local Salary Grids

2. Teachers employed on the date of ratification and who were employed on July 1, 2019 shall receive retroactive payment of wages to July 1, 2019.

Teachers hired after July 1, 2019 and were employed on the date of ratification, and teachers who retired between July 1, 2019 and the date of ratification, shall have their retroactive pay pro-rated from their date of hire to the date of ratification or from July 1, 2019 to date of retirement.

3. The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c above:
 - a. Department Head
 - b. Positions of Special Responsibility
 - c. First Aid
 - d. One Room School
 - e. Isolation and Related Allowances
 - f. Moving/Relocation
 - g. Recruitment & Retention
 - h. Mileage/Auto not to exceed the CRA maximum rate

4. The following allowances shall not be adjusted by the increases in B.1.1.a, b, and c above:
 - a. Per Diems
 - b. Housing
 - c. Pro D (unless formula-linked to the grid)
 - d. Clothing
 - e. Classroom Supplies

5. Provide for a one percent (1%) increase to the top step of the salary grid effective July 1, 2020.

6. Effective July 1, 2021 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.

LOCAL PROVISIONS:

7. Basic Salary Schedule

Except as otherwise provided, the salary schedule of each employee to whom this Agreement applies shall be determined in accordance with the schedule attached as Appendix A.

ARTICLE B.2 TTOC PAY AND BENEFITS

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher teaching on call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A TTOC shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee they are replacing is entitled to claim.
4. TTOCs shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay:
 - a. An Employee who is employed as a teacher teaching on call shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

LOCAL PROVISIONS:

7. For the purposes of salary, a teacher teaching on call's service shall not be considered broken by a non-instructional day. However, non-instructional days are not considered as a day of paid work for teachers teaching on call, unless they are so dispatched.
8. If a part-time employee provides on call teaching in their own class or in an assignment which is substantially the same, they will be paid on scale rather than at teacher teaching on call rates.
9. A teacher teaching on call dispatched for part-time employees is paid on a pro-rated daily basis commensurate with the fraction of day assigned to work.
10. Employee Assistance Plan
Teachers teaching on call shall have access to the Employee Assistance Plan in accordance with Article B.11.3.e.
11. Call-Out
 - a. Teachers teaching on call shall be dispatched for day-to-day services from a list maintained by the Employer.
 - b. Teachers teaching on call dispatched for an assignment of .5 or greater reporting for and commencing work shall be paid for time worked or 50% of their daily rate, whichever is greater.
 - c. Teachers teaching on call reporting for work when called, who do not commence work and are not reassigned, shall be paid 25% of their daily rate.
12. Continuous Assignment
 - a. For the purposes of salary, a teacher teaching on call's service shall not be considered broken by the return of an employee who subsequently is absent within two (2) working days, provided that:
 - i. the teacher teaching on call is reassigned to the same position;
 - ii. the teacher teaching on call was already being paid in accordance with Article B.2.6.
 - b. For the purposes of salary, the service of a teacher teaching on call, who is reassigned to the same position, shall not be considered broken by:
 - i. personal illness when being paid in accordance with Article B.2.6
 - ii. a lockout.
13. The Employer shall pay teachers teaching on call every second Friday, all wages earned in the two week period preceding the current pay period.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

Does not apply in School District No. 23 (Central Okanagan).

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

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

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

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

Article B.7.2 does not apply in SD 23. See Article B.7.3.

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

LOCAL PROVISIONS:

3. Loss or Damage to Teaching Aids

- a. The Board shall make compensation, to a maximum of two hundred dollars (\$200.00), to an employee who incurs loss or damage to personally owned professional materials brought to the employee's workplace to assist in the execution of the employee's duties, provided that:
 - i. each article in question has been registered in the school office at the beginning of the period of time it is kept in the school;
 - ii. a realistic estimate of the value of each article is recorded with registration;
 - iii. the loss or damage is not the result of negligence on the part of the employee claiming compensation;
 - iv. the claim for loss or damage exceeds ten dollars (\$10.00);
 - v. the employee does not receive reimbursement from an insurance carrier or other source except for amounts in excess of two hundred dollars (\$200.00).

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

Article B.8.1 through B.8.10 does not apply in School District No. 23 (Central Okanagan).

LOCAL PROVISIONS:

11. The Board will provide teachers the option of participating in a Payroll Savings Plan. To be eligible for the Payroll Savings Plan teachers shall:
 - a. Be on a continuing appointment or temporary appointment for a full school year;
 - b. Notify the Board through its Payroll Department, in writing using the prescribed form, no later than June 15, that they wish to participate in the plan.
 - c. Notify the Board through its Payroll Department, in writing by June 15 if they do not wish to continue in the Payroll Savings Plan the following year.
 - d. Newly hired teachers who meet the condition in (a) may also apply in July, August or September.
12. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary over then (10) months from September to June. The Board shall deduct a monthly Payroll Savings Plan contribution calculated as 12% of the employee's gross pay, deducted from the month-end pay.
13. For July and August of each calendar year the amount held, including all interest earned to June 30, will be paid by the Board in four equal payments on July 15th and 31st, and August 15th and 31st. If any of these four days are non-banking days, the payment will be made on the last banking day preceding these dates.
14. The interest earned in July and August will be retained by the Board for administrative costs.
15. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions unless they have resigned from the District, been granted a leave of absence for the remainder of the school year or been terminated. Other withdrawals from the plan would be in accordance with B.8.11.c.
16. The Board will make teachers aware of the Payroll Savings Plan option with the commencement packages.

ARTICLE B.9 PAY PERIODS

Articles B.9.1 through B.9.3 do not apply in School District No. 23 (Central Okanagan).

LOCAL PROVISIONS:

4. Employees shall be paid in ten (10) monthly installments from September to June. In each month, except December, an advance equal to twenty-five percent (25%) of the employee's gross monthly salary shall be paid on or before the fifteenth (15th) of each month. The month end payment will be made on the last working day of the month.

- a. The advance for part-time employees shall be paid on a pro-rata basis.
 - b. Employees commencing employment subsequent to the first day of a month shall receive the advance in the month following the month in which employment commenced.
5. Notwithstanding Article B.9.4 of this Agreement, the full December salary for employees shall be payable on or before December 15th.
- a. Pay adjustments will be processed as follows:
 - i. Where an employee is scheduled to take a leave during December and that leave does not occur, the pay adjustment may not be made until January.
 - ii. Where an employee is overpaid for any reason, including late authorized leave, that employee will be expected to reimburse the Employer by personal cheque for the gross amount owing, during the first two weeks of January.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

- 1. Provincial Article B.10.1 does not apply in School District No. 23 (Central Okanagan). See Article B.10.5 below.
- 2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
- 3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one’s personal vehicle for business purposes.

Article B.10.4 does not apply in School District No.23 (Central Okanagan).

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

LOCAL PROVISIONS:

5. Mileage Allowance

Employees who are required to use their personal vehicles in order to carry out their regular duties or other Board business shall be reimbursed at the current Board rate per kilometre. This includes travel between worksites as required on a regular basis.

ARTICLE B.11 BENEFITS

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

LOCAL PROVISIONS:

5. Employee Benefits - General
 - a. The Employer shall provide each eligible employee with an application or enrollment form for participation in the benefit plans.
 - b. The Employer shall provide information to employees on how to obtain benefits from the various benefit plans.
 - c. The Employer shall advise all eligible employees that they are automatically enrolled in the Teachers' Pension Plan.
 - d. Subject to the conditions of the benefit plans, the Employer agrees to pay its share of the cost of benefits for all full-time employees while they are in receipt of salary under this Agreement, provided that a employee's full time appointment must be for a minimum of four (4) consecutive months in a school year.
 - e. Subject to the conditions of the benefit plans, part-time employees employed .4 FTE or more shall be entitled to the benefit provisions of this Agreement in the same manner as full-time employees. Part-time employees employed less than .4 FTE or on an appointment for less than four (4) months shall not be entitled to benefits. A part-time employee whose assignment falls below .4 may continue to participate in the benefits pursuant to this Agreement, but the premiums shall be paid totally by the employee.

6. Employee Benefits – Coverage

a. Medical Plan

The Employer shall pay 80% of the cost of premium for the provincial medical health plan.

b. Extended Health Benefits

The Employer shall pay 100% of the premium cost **the Provincial Extended Health Benefit Plan.**

c. Dental Plan

The Employer shall pay 80% of the premium cost of a Dental Plan which shall provide the following coverage:

- i. 100% of Plan A
- ii. 60% of Plan B
- iii. 50% of Plan C (orthodontics), \$1500 lifetime maximum. Effective July 1, 2015, orthodontics coverage and lifetime maximum are per the provincial minimums.

For employees hired after December 31, 1978, participation in the plan shall be a condition of employment.

d. Group Life Insurance

The Employer shall pay 85% of net premium cost of a mutually-acceptable group life insurance plan for each participating employee.

Employees in the employ of the Employer as of December 31, 1975, shall be voluntary participants in the plan. After that date, participation shall be a condition of employment for new employees.

e. Employee Assistance

The Employer shall pay 75% of the premium cost of a mutually-agreed Employee Assistance Program.

f. BCTF Salary Indemnity Plan

The Employer shall deduct and remit this monthly premium for each participating employee.

g. BCTF Optional Term Plan

The Employer shall administer the BCTF Optional Term Life Insurance Plan and deduct the monthly premium from those employees participating in the plan.

h. Maintenance of Benefits During Leave

i. For those benefits capable of being maintained, any employee granted leave of absence shall have their benefits maintained by the Employer during the period of leave by notice of the employee, upon the Employer receiving post-dated cheques covering the total premiums applicable during the leave of absence. Should a post-dated cheque be returned NSF, benefit coverage shall be terminated and the remaining cheques, if any, returned to the employee.

ii. The Employer will continue to pay its share of the premium payments for the medical plan, EHB, dental plan and group life insurance during the period, not exceeding one (1) year, that a teacher is on medical leave of absence and in receipt of the British Columbia Teachers' Federation Salary Indemnity Plan (Short Term) benefit and for one (1) further calendar year beyond the expiry of S.I.P. benefits where the employee is in receipt of benefits from the Salary Indemnity Plan (Long Term).

i. Teacher Regulation Branch Fees

Upon notification by the Teacher Regulation Branch and receipt of the appropriate authorization form, the Employer shall deduct the annual Teacher Regulation Branch fee from each employee in the bargaining unit.

7. Death Benefits

a. In the event of the death of an employee the Employer shall pay to the widow or widower of the deceased, or to the estate if there is no widow or widower of the deceased, on the following basis and with the years of service as determined by Article C.2:

i. less than ten (10) years of service with the Employer:
- the full month's salary for the month in which the employee deceased

ii. ten (10) to nineteen (19) years of service with the Employer:
- one (1) month's salary in addition to B.11.7.a.i

iii. twenty (20) or more years of service with the Employer:
- two (2) month's salary in addition to B.11.7.a.i

b. Subject to the conditions of the benefit plans, the Employer shall continue to provide the medical, extended health, and dental benefits to the dependents of the deceased employee for a period of three (3) months after the death of the employee. The

dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.

ARTICLE B.12 CATEGORY 5+

1. Eligibility for Category 5+
 - a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
 - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
 - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
 - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
 - b. Post undergraduate diplomas agreed to by the TQS; or
 - c. Other courses or training recognized by the TQS.
2. Criteria for Category 5+
 - a. The eligibility requirements pursuant to Article B.12.1 must not have been used to obtain Category 5.
3. Salary Rate Calculation
 - a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and/or during the term of the 2006-2011 Provincial Collective Agreement.
4. Application for Category 5+
 - a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
 - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

ARTICLE B.13 Board payment of speech language pathologists' and school psychologists' professional fees

1. Effective July 1, 2020 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.20 PLACEMENT ON SCHEDULE

1. Except as otherwise provided, the category placement of each employee shall be in accordance with the employee's qualifications as most recently determined by the Teacher Qualification Service. Verification is the responsibility of the employee.
2. At the time of appointment, the Employer shall advise the employee, in writing, of the documentation required to establish initial scale placement.
3. Each employee shall submit all documentation required by the Employer to establish salary placement. Such documentation shall be submitted within three (3) months of commencement of employment or change in categorization or certification. The employee shall be responsible for advising the Employer, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.
4. The Employer shall notify the employee, in writing, of the category and experience placement that has been assigned.
5. In the event that an employee wishes to appeal experience placement on the salary scale, the employee may grieve.
6. Persons holding a Letter of Permission (LP) shall be placed in a salary category which will provide a salary appropriate to their teaching function. This placement shall be grievable.
7. Proof of experience after the three (3) month period shall be recognized for increment purposes effective from the first of the month following the submission of such proof.
8. If an employee makes a demonstrable effort to acquire the information immediately upon appointment to this District and is unable to meet the deadline in B.20.3 because of delays caused by the former Employer, the effective date shall be the date of application to the former Employer for such proof.

[See item number 4 in Local Letter of Understanding No. 1 regarding placement on schedule for speech / language pathologists and physiotherapists]

ARTICLE B.21 EXPERIENCE RECOGNITION

1. The criteria in determining the number of years' experience applicable for salary purposes shall be as follows:

a. Full recognition to the category maximum for experience gained in:

i. Government funded and inspected schools in Canada, the British Commonwealth and the U.S.A. for each year (i.e. ten (10) consecutive school months) of full-time employment.

1. Experience credit will also be granted for:

a. Periods of full-time employment each four (4) consecutive school months or more and periods of part-time employment each four (4) consecutive school months or more in proportion to the percentage of time taught.

b. Subsequent to September 1, 1988, any continuing or temporary appointments for a period less than specified above on a pro-rata basis.

c. For the purposes of placement on scale:

Teacher teaching on call experience in the District subsequent to September 1, 1988, for which payment is made at the higher rate in accordance with Article B.2.6.b of the 2011-2013 Collective Agreement shall receive credit towards experience on a pro-rata basis. All teacher teaching on call experience in the District subsequent to September 1, 1990 shall receive credit towards experience on a pro-rata basis. Eighteen (18) FTE such days of teacher teaching on call employment shall constitute one (1) month's experience for increment purposes.

Any combination of experience credits referred to above must total ten (10) FTE months or more to constitute a year's experience.

d. For the purposes of accruing experience credit:

Teacher teaching on call experience in the District subsequent to September 1, 1988, for which payment is made at the higher rate in accordance with Article B.2.6.b of the 2011-2013 Collective Agreement shall receive credit towards experience on a pro-rata basis. All teacher teaching on call experience in the District subsequent to September 1, 1990 shall receive credit towards experience on a pro-rata basis. Eighteen (18) FTE such days of teacher teaching on call

employment shall constitute one (1) month's experience for increment purposes.

Any combination of experience credits referred to above must total ten (10) FTE months or more to constitute a year's experience.

Subsequent to September 18, 2014, all TTOC experience credit is accrued in accordance with PCA Article C.4 Teacher Teaching on Call Employment.

- ii. Professional employment as a member of an accredited university or college faculty if the member holds a valid teaching certificate and a total load is nine (9) hours or more a week for a full academic year.
- iii. Professional employment by the Ministry of Education of British Columbia while holding a valid teaching certificate.
- iv. On application to the Superintendent of Schools an employee may be granted experience credit for teaching in private schools in Canada or other institutions not specified in B.21.1.a.i.

The criteria to be used by the Superintendent, or designate, shall be:

- 1. the hours taught per day and the number of days in a school year compared with the B.C. system;
- 2. the curriculum taught correlates with the curriculum prescribed for government sponsored schools in the province or country.

v. Related Experience

Employees with experience outside teaching in a field or fields closely related to the main subjects of their courses may be credited with not more than three (3) years' experience in addition to those recognized for teaching experience, but in no case shall their salary exceed the maximum of the category on which they are paid. The Superintendent of Schools shall evaluate such experience.

- 2. Absence while on Employer paid sick leave and statutory pregnancy leave shall carry full experience credit.
- 3. Full time service to the Local, the British Columbia Teachers' Federation, the Canadian Teachers' Federation or the Teacher Regulation Branch shall carry full experience credit. Part-time service shall be credited as for part-time teaching.

[See item number 5 in LOCAL LETTER OF UNDERSTANDING No. 1 regarding experience recognition for speech / language pathologists and physiotherapists]

ARTICLE B.22 INCREMENT DATES

An increment shall be awarded annually, to the category maximum, on the first of the month following the month on which the applicable experience accumulation is earned.

ARTICLE B.23 PART-TIME EMPLOYEES' SALARY, SICK LEAVE & BENEFITS

1. Definition

A part-time employee is one whose FTE as set out in their letter of appointment is less than 1.0.

2. Salary

Part-time employees shall be paid that portion of their regular scale placement as set out in their letter of appointment.

3. Sick Leave

The part-time employee shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary, as set out in Article G.21.

4. Benefits

Part-time employees shall be eligible to participate in all benefit plans in accordance with Article B.11.2.

ARTICLE B.24 POSITIONS OF SPECIAL RESPONSIBILITY

[Refer to Appendix B: Positions of Special Responsibility]

1. In addition to their salary as per this Agreement, employees holding positions of special responsibility shall be paid allowances as set out in Appendix B to this Agreement.
2. The allowances set out in Appendix B are annual amounts which shall be paid in ten (10) equal monthly payments. Where the position is not occupied for a full year, the allowance shall be paid in proportion to the period in which the position is occupied.
3. Where Department Head work is split between more than one person, the amount shall be paid to each person in proportion to the work loads.
4. Any position not described in the current Appendix B or any position reclassified during the life of this Agreement shall be considered a new position.
5. The Board, in consultation with the Union, shall prepare a role description whenever a new

position of special responsibility is created or whenever the duties of any such position are significantly changed or increased. When such a position is created or changed, the allowance shall be subject to negotiations between the Employer and the Union.

6. Should the parties fail to reach an Agreement, the matter will be referred to Arbitration.
7. Existing positions of special responsibility shall not be eliminated or significantly changed without consultation with the Union.
8. No employee shall be required to perform the duties of an Administrative Officer during the absence of the Administrative Officer.
9. Resource Centre Librarian
 - a. The allowance for the Resource Centre Librarian shall be as reflected in Schedule B of this Agreement and shall be subject to amendment from time to time through the regular negotiations process.
 - b. The Resource Centre Librarian shall work a total of four (4) weeks during the summer months (July-August) as determined in consultation with the Assistant Superintendent or Schools (Support Services).

ARTICLE B.25 FIRST AID ALLOWANCE

1. The Employer shall pay an allowance per annum to an employee or employees holding a valid first aid certificate and designated by the Employer as the First Aid attendant in a school pursuant to the WCB Regulations. The Employer shall reimburse the applicable course fees for the renewal of the certificate, subject to successful completion of the course of such designated teacher. It will be the responsibility of the employee to apply for this reimbursement and provide proof of payment and proof of successful completion of the course. It is understood that the Employer may designate an employee other than a member of the bargaining unit.
 - a. Occupational First Aid Level 1:

Effective July 1, 2019	\$377.52
Effective July 1, 2020	\$385.07
Effective July 1, 2021	\$392.77

Note: See Article B.1 Salary for all general wage and allowance increase percentages.

ARTICLE B.26 PART MONTH PAYMENTS AND DEDUCTIONS

1. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the employee. If the result of this deduction in any month equals zero, the employee shall be paid 1/200 of their current annual salary for each day worked.

2. An employee shall be paid 1/10 of current annual salary in respect of each month in which the employee works all prescribed school days that month.

ARTICLE B.27 NO CUTS IN SALARY

No employee currently on staff shall suffer a reduction in salary or benefits as a result of implementation of this contract.

ARTICLE B.28 PAYMENT FOR SUMMER SCHOOL TEACHING

The Employer will pay certified employees who teach summer school at the rate of 1/1000 of their annual salary entitlement for each hour of instruction given by the employee.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
 - a. Effective July 1, 2020 and 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 BC.

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]
 - 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 ninety (90) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher-Teaching-on-Call (TTOC)
 - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.

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

LOCAL PROVISIONS:

7. Definitions

a. Seniority

- i. For the purposes of this Article, and as of July 1, 1987, "seniority" means the aggregate total of all temporary and continuing appointments with the Employer including approved leaves of absence which are calculated at the rate equal to the active teaching portion of the employee's assignment immediate preceding each leave of absence.
 - 1. For the purposes of this Article, seniority shall be credited only where the assignment is for half (1/2) or more of the prescribed teaching days in that month.
 - 2. Seniority for part-time employees shall be accrued in proportion to the teaching assignment.
 - 3. In addition to the foregoing, the seniority for an employee on a continuing contract shall include:
 - a. Teacher Teaching on Call seniority accumulated pursuant to Article C.2.3 and

- b. Seniority ported pursuant to Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority in any school year.
- ii. When the seniority of two or more employees is equal pursuant to the preceding paragraph, the employee with the greatest number of FTE days of teacher teaching on call service with the Employer, accumulated after September 1, 1988, shall be deemed to have the greatest seniority.
- iii. When the seniority of two or more employees is equal pursuant to the preceding paragraph, the employee with the greatest aggregate length of recognized service in British Columbia, including related experience in British Columbia which has been recognized for salary purposes shall be deemed to have the greatest seniority.
- iv. When the seniority of two or more employees is equal pursuant to the preceding paragraph, the employee with the greatest aggregate length of recognized service in other parts of Canada, including related experience in other parts of Canada which has been recognized for salary purposes in School District No. 23 shall be deemed to have the greatest seniority.
- v. When the seniority of two or more employees is equal pursuant to the preceding paragraph, the employee with the greatest aggregate length of recognized service outside of Canada shall be deemed to have the greatest seniority.
- vi. When the seniority of two or more employees is equal pursuant to the preceding paragraph, the employee possessing a valid British Columbia permanent teaching certificate with the earliest date of issue as identified by the Teacher Services Branch of the Ministry of Education or the Teacher Regulation Branch, shall be deemed to have the greatest seniority.
- vii. When the seniority of two or more employees is equal pursuant to the preceding paragraph, the employee possessing a valid British Columbia interim teaching certificate with the earliest date of issue as identified by the Teacher Services Branch of the Ministry of Education or the Teacher Regulation Branch, shall be deemed to have the greatest seniority.
- viii. When the seniority of two or more employees is equal pursuant to the preceding paragraph, the teacher possessing a valid British Columbia Teaching License with the earliest date of issue as identified by the Teacher Services Branch of the Ministry of Education or the Teacher Regulation Branch, shall be deemed to have the greatest seniority.

8. Seniority List

The Employer shall, by October 15 of each year, forward to the Union a list of all employees employed by the Employer in order of seniority calculated according to this Article setting out the length of seniority as of September 1 of that year.

ARTICLE C.3 EVALUATION

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

ARTICLE C.4 TTOC EMPLOYMENT

[Note: This article applies to TTOC Experience Credit and Increment Date as of September 19, 2014. For TTOC Experience Credit and Increment Dates prior to September 19, 2014, please refer to B.21.1.a.i.1.d]

1. Experience Credit
 - a. For the purpose of this article, a teacher teaching on call (TTOC) shall be credited with one (1) day of experience for each full-time equivalent day worked.
 - b. One hundred seventy (170) full-time equivalent days credited shall equal one (1) year of experience.
2. Increment Date for Salary Grid Placement

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

ARTICLE C.20 LAYOFF/RE-ENGAGEMENT/SEVERANCE PAY

1. Where the Employer considers that for educational, organizational or budgetary reasons it is necessary to reduce the total number of employees employed by the Employer, it shall be done in accordance with the provisions of this Article. Nothing in this Article is intended to interfere with the Employer's authority regarding suspension, dismissal or termination of teaching personnel for proper cause in accordance with this agreement, the *School Act* (Sections 15 and 92), or Regulations.

2. Principle of Security

- a. For the purposes of this Article, the Employer and the Union recognize that increased length of professional employment with the Employer entitles employees who possess the necessary qualifications to increased security of teaching employment.

3. Procedures for Reducing Staff

- a. When a reduction in the number of employees employed is necessary, the employees to be retained on staff shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b. The Employer shall give each employee it intends to terminate pursuant to this Article at least thirty (30) days' notice in writing, such notice to be effective at the end of a school term, semester or Spring Break and to contain the reason for the termination and a list of the teaching positions, if any, in respect of which the Employer proposes to retain an employee with less seniority. The Employer shall concurrently forward a copy of such notice to the Union.
- c. The terms "seniority" shall be interpreted as defined in Article C.2
- d. The term "qualifications" shall be interpreted as defined in Article C.20.4 below.

4. Qualifications

- a. In this Article, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the teaching certification, training, education and experience of an employee that that employee will be able to perform the duties of the position in an acceptable manner.
- b. In reference to this Article, necessary qualifications are, in the final analysis, determined by the Superintendent of Schools and subject to grievance.

5. Employees' Right of Re-Engagement

- a. Employees laid off under this Article shall have priority for filling vacant positions pursuant to Article E.20.7.b. Where more than one employee applies for and is qualified for a posted position, the Employer shall offer the position in seniority order.
- b. When a temporary position on the teaching staff of the District becomes available, the Employer shall, notwithstanding any provision of this Agreement other than Article E.20.7, first offer re-engagement to the employee who has the most seniority among those laid off pursuant to this Article, provided that employee possesses the necessary qualifications for the available position. If that employee declines the offer, the position shall be offered to the employee with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All such positions shall be filled in this manner while there are remaining employees who have the right of re-engagement pursuant to this section.

- i. Employees who accept re-engagement under this clause shall retain priority posting rights under Article E.20.7.a.
 - ii. Laid off employees shall be responsible for advising the Employer of positions for which they wish to be recalled under this clause and telephone numbers at which they can be reached.
- c. An employee who is offered re-engagement pursuant to this section shall inform the Employer whether or not the offer is accepted within forty-eight (48) hours of receipt of such offer.
- d. When the position offered is expected to exist for four months or more, the Employer shall allow two (2) weeks from acceptance of an offer under this section for the employee to commence teaching duties. The Employer and the employee may mutually agree to extend this time limit. The Employer may employ a temporary employee or teacher teaching on call for the position until the employee accepting the position is available.
- e. An employee's right to re-engagement under this section is lost if:
- i. the employee elects to receive severance pay under this Article;
 - ii. two years elapse from the date of termination under this Article and the employee has not been re-engaged;
 - iii. the employee accepts continuing employment with another district;
 - iv. the employee notifies in writing that they are no longer available.

6. Sick Leave

An employee recalled pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of layoff.

7. Benefits

An employee who retains rights of re-engagement shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement by payment of the full costs of such benefits to the Employer in the same manner as provided in Article B.11.3.h.i.

8. Severance Pay

- a. An employee on continuing appointment who has one or more years of continuous employment and who is laid off, save and except an employee who is terminated or dismissed for proper cause in accordance with this agreement, the *School Act* (Sections 15 and 92), or Regulations, may elect to receive severance pay within twenty-seven (27) months following the date of termination.
 - i. An employee laid off in accordance with this section, who elects to receive such pay after twelve (12) months from the date of lay off, must notify the

Employer, in writing, by January 2nd of the subsequent calendar year, of their desire to receive such pay at a later date, in which case the severance pay shall be issued on the first business day of July.

- b. Severance pay shall be calculated at the rate of 5% of one year's salary for each year of service to a maximum of one year's salary. Service, for the purpose of this clause, shall have the same meaning as "seniority" in Article C.2.7.a.i.

Salary on which severance pay is calculated shall be based on the employee's placement on grid plus any allowances under Article B.24 at the time of the employee's layoff.

- c. An employee who receives severance pay pursuant to this Article and who is subsequently re-hired by the Employer, shall retain any payment made under the terms of this Article and in such case, for purposes only of Article C.20.8.b, the calculation of years of service shall commence with the date of such re-hiring.
9. Except as provided in Article C.20.10, this Article shall apply only to employees on continuing appointments which shall include employees with temporary appointments who have attained continuing status by posting under Article E.20.7.c or by having met the requirements under Article C.25.5
10. Temporary employees without re-employment rights shall be terminated prior to temporary employees who have re-employment rights under Article C.20.3. Temporary employees with rights under Article C.25.3 shall be terminated prior to the application of the above provisions of Article C.20.

ARTICLE C.21 EMPLOYMENT ON CONTINUING CONTRACT

- 1. All employees appointed by the Employer to the teaching staff of the district shall be appointed on a continuing contract of employment, except for:
 - a. temporary appointments made in accordance with the provisions of Article C.25 of this Agreement;
 - b. teachers teaching on call, subject to the provisions of this Agreement and the School Act.

ARTICLE C.22 DISMISSAL AND DISCIPLINE

- 1. The Employer shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
- 2. Where an employee is under investigation by the Employer for any "cause", the employee shall be advised at the earliest reasonable time, in writing, of the reasons for the action unless substantial grounds exist for concluding that such notification would prejudice the

investigation. At the same time, the Union shall also be notified that such an investigation is being conducted.

- a. The employee shall be entitled to meet with the Employer prior to the disciplinary decision being rendered.
 - b. At any meeting to investigate a matter which may result in the suspension of an employee, the provisions of C.22.3.b.through C.22.3.e shall apply.
 - c. The employee shall have the right to a Union representative at any meeting with the Employer in connection with such investigation.
3. The Board shall not dismiss any employee bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board or a committee of the Board and the Superintendent of Schools with the employee entitled to be present, in respect of which:
- a. the Board shall, within not less than seventy-two (72) hours before the meeting, provide the employee in writing with reasons why dismissal is being contemplated and all documents available at that time. Not less than twenty-four (24) hours before the meeting, all material that will be considered by the Board at the meeting will have been given to the employee. The employee shall be entitled to file a written reply to any allegations made;
 - b. the employee shall hear all details of the nature of the allegations upon which the contemplated dismissal is based;
 - c. the employee may comment on the allegations, including the submission of a written response;
 - d. the employee may present or have presented their arguments to the Board;
 - e. the employee may ask or have asked questions of clarification, procedure and information of the Board.

The employee may be accompanied by representatives and/or spokespersons of their choice.

4. Where an employee is suspended under Section 15(5) of the *School Act*, the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with the foregoing provisions, unless the right to such a meeting is waived by the employee.
5. Where an employee has been suspended on grounds set out in Section 15(4) of the *School Act*, the employee shall be entitled to meet with the Board to present, or have presented, the employee's arguments.
6. The decision of the Employer to suspend or dismiss shall be communicated to the employee in writing giving the reasons for the decision. The Union shall be advised of the decision.
7. Where an employee has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration.

8. At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was previously brought to the employee's attention.
9. Discipline, suspension or dismissal shall not be set aside by an arbitrator on the basis of a technical irregularity or an error in procedure.
10. Neither party shall release information to the media or the public in respect of the discipline or dismissal of a teacher, except as agreed by the parties or by joint release agreed upon by the parties, before an arbitration board constituted to hear a grievance of the discipline or dismissal has issued its final award.
11. The foregoing shall not be construed as preventing the Board from disclosing the fact that discipline, suspension or dismissal of the teacher has occurred. The Association shall be notified of such disclosure.
12. Where the employee releases information to the media, the Employer will not be bound by Article C.22.10.

ARTICLE C.23 DISMISSAL FOR NON-PERFORMANCE

1. The Employer shall not dismiss an employee for lack of performance except where the Employer has received three (3) reports indicating that the learning situation is less than satisfactory.
2. The reports referred to above shall be prepared in accordance with the process established in Article E.22 and in accordance with the following conditions:
 - a. the reports shall have been issued in a period of not less than twelve (12) months nor more than twenty-four (24) months. Any leave, paid or unpaid, shall not be counted in the twenty-four (24) months;
 - b. at least one of the reports shall be a report of a Superintendent of Schools, an Assistant Superintendent of Schools, or a Director of Instruction;
 - c. the other report(s) may be written by a principal or a vice-principal;
 - d. no more than two reports may be undertaken by any one evaluator.
3. When an employee receives their first or second less than satisfactory report the employee may:
 - a. request a transfer and, where there is mutual agreement, the Employer shall proceed with the transfer, or
 - b. request and be granted leave of absence without pay of up to one (1) year for the

purpose of taking a program of professional or academic instruction in which case subsequent evaluations shall be undertaken not less than two (2) months after the employee has returned to teaching duties. This period of leave plus the two (2) month grace period shall not count for the purposes of the twenty-four (24) month period referenced in item C.23.2.a.above.

4. Where the Employer intends to dismiss an employee on grounds of less than satisfactory performance, it shall notify the employee and the President of the Union of such intention and provide an opportunity for the employee and their representative to meet with the Board of Education within fourteen (14) days of such notice.
5. Where an employee has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration.

ARTICLE C.24 PART-TIME EMPLOYEES' EMPLOYMENT RIGHTS

1. An employee with a full-time continuing appointment to the teaching staff of the District may, without prejudice to that appointment, request a part-time leave of absence for a school year, specifying the fraction of assigned time requested. If the request is denied and if the Superintendent of Schools is provided with a written request from the employee, written reasons for the denial of the request will be provided.
2. When the request under Section 1 of this Article is granted by the Superintendent, the employee shall be entitled to return to a similar full-time assignment at the expiration of the part-time leave. The employee may request to return to a full-time assignment prior to the scheduled return date or may request an extension for another school year.
3. An employee with a continuing part-time appointment may, without prejudice to that appointment, request an additional temporary part-time appointment for a specified fraction of time.
4. Changes in Assignments
 - a. Increases in part-time continuing positions:
 - i. If, in the current work year, the Employer sees the need to increase a part-time continuing position effective the next work year, the incumbent will be given the option of accepting the increase. The parties agree that no "vacancy" arises if the incumbent accepts the increase.
 1. Should the incumbent not accept the increase for the next year, the Employer will post the resulting new position. The incumbent would then be given priority under Article E.20.7.a to post into any part-time positions of equal or lesser time that become vacant for the next year and under Article E.20.7.a for any other position. To ensure that the incumbent can take advantage of their priority rights for the next work year, notice of any change will be given by May 31st.

- ii. Where a teacher occupies a part-time position and, after commencement of the work year in September the Employer sees the need to increase the position, the incumbent will be given the option of increasing to the new position on a temporary basis for the remainder of the work year without a vacancy being declared.
 - 1. Should the teacher not accept the increase in position, the Employer will fill the increase on a temporary basis to the end of the work year.
- iii. Where a part-time continuing position is increased to full-time for the next work year, the position shall be posted. If not reassigned during the regular spring staffing assignment period of the school in question, the incumbent shall be declared surplus and shall have priority posting rights under Article E.20.7.a. To ensure that the incumbent can take advantage of their priority rights for the next work year, notice of any change will be given by May 31st.
- iv. Where a part-time continuing position is increased to full-time during the work year, the incumbent shall be offered the increase on a temporary basis to the end of the work year.
 - 1. Where the teacher accepts the increase, no vacancy arises for that year. Where the teacher declines the increase, the Employer will fill the increase on a temporary basis to the end of the work year. In either case, the full-time position shall be posted to be effective the next work year.
- b. Decreases in part-time continuing positions:
 - i. Where the Employer determines the need to decrease a part-time position for the subsequent work year and the incumbent does not agree to the reduction, the new position will be posted and the incumbent will be given priority under E.20.7.a to post into any part-time (equal or greater) position that becomes vacant for the following work year and under E.20.7.b for any other position. Again, as in C.24.4.a.i.(1) above, the incumbent will be advised by May 31st of any changes to the part-time position for the following work year.
 - 1. Where the Employer would otherwise determine the need to decrease a part-time position, such decrease will not take place during the work year unless accepted by the incumbent. This shall not preclude the Employer from eliminating a position during a school year in accordance with the provisions of the collective agreement.

ARTICLE C.25 TEMPORARY EMPLOYEES' EMPLOYMENT RIGHTS

1. The Employer may appoint employees on temporary contracts to:
 - a. replace an employee on continuing contract who is absent or on leave for any reason, or
 - b. replace an employee on temporary appointment, or
 - c. fill a position that is temporarily created for program reasons or enrolment fluctuations of duration of one (1) school year or less, or
 - d. fill a position that has been vacated by an employee during the school year, or
 - e. fill a position that is created during the school year.
2. Where the Employer reasonably expects an employee to be absent for more than twenty (20) teaching days, the vacancy shall be filled by appointment to a temporary contract.
3. Temporary employees shall be entitled to further available temporary contracts provided that they have:
 - a. completed a minimum of six (6) consecutive months in the same assignment;
 - b. not received a less than satisfactory evaluation; and
 - c. been re-appointed to another temporary position.

The employees selected for available temporary contracts shall be those with the greatest seniority, provided they possess the necessary qualifications for the positions available.

4. When the absence of a temporary employee prevents the completion of their evaluation, that period of temporary employment shall not be considered in the context of Article C.25.3.
5. Temporary employees with employment rights under Article C.25.3 shall be granted a continuing contract upon the expiration of the temporary contract provided that the employee has at least fifteen (15) months of aggregate service in four (4) years. If no position for which the employee has the necessary qualifications is available at the granting of the continuing contract, the employee shall be placed on the recall list for re-engagement according to Article C.20.5 - Employee's Right to Re-Engagement.
6. An employee's right to re-engagement under Article C.20.3 is lost if:
 - a. the employee refuses to accept two positions for which the employee possesses the necessary qualifications, equal to or better than the previous percentage of full-time equivalent position held by the employee;

- b. 24 months elapses from the expiration of the temporary contract and the employee has not been re-engaged;
 - c. the employee accepts continuing employment with another district;
 - d. the employee notifies in writing that they are no longer available;
 - e. the employee fails to respond to a notice of re-engagement within ten days of the date the notice is mailed by a registered letter.
7. The Board agrees to provide the Union no later than October 31 in any school year a master seniority list of those employees who have temporary contract employment rights under Article C.25.3, including each employee's aggregate length of service. The Board shall also provide on October 31 of each school year a list of positions temporarily existing or temporarily vacant for the school year.

ARTICLE C.26 TEACHER TEACHING ON CALL HIRING PRACTICES

- 1. A teacher teaching on call shall be dispatched for day-to-day services from a list maintained by the Employer.
- 2. When a teacher teaching on call completes twenty (20) days continuous teaching in the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.
- 3. The Employer shall maintain a list of teachers teaching on call and shall forward a copy of the list to the Union by October 31st of each year.
- 4. When the Employer is considering the removal of an employee from the teacher teaching on call list, the employee shall receive written notice of the reasons. The employee shall have the opportunity to meet with the Superintendent or designate, to discuss the reasons, prior to removal. The employee shall have the right to be accompanied by a Union representative at this meeting.

ARTICLE C.27 ASSISTANTS

- 1. All library assistants, certified educational assistants or other support persons hired to assist teachers in carrying out their responsibilities and duties shall be under instructional supervision of teachers and the employment supervision of an Administrative Officer.
- 2. Assistants shall not assume the instructional responsibility for designing the educational programs for students, but may assist the employee by:
 - a. providing assistance to individual students and groups of students;

- b. monitoring students;
 - c. maintaining student records;
 - d. providing advice/guidance to students
3. Assistants shall not assume instructional responsibility while the teacher is absent.
 4. Assistants shall not be used to replace qualified employees.

ARTICLE C.28 MEDICAL EXAMINATION PROCEDURE

Where the Board requires an employee to undergo an examination under Section 92 of the *School Act*, the employee shall be advised in writing that the examination is required pursuant to that section. They shall also be advised of the possible consequences of the examination as set out in the Act and the right to Union representation.

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

1. The parties agree to the following class size guidelines
2. Maximum sizes for regularly scheduled classes shall be:

Grade 3/4	23 students
Intermediate (4,5,6,7) Split Classes	28 students
Secondary English Class	28 students
Secondary Science Class	28 students
Life Skills & Family Management	28 students
Home Ec & I.E.	24 students
Special Ed (High Incidence)	15 students
Special Ed (Low Incidence)	10 students
Any Other Class (4-12)	30 students

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

3. Maximums shall be in force by October 1 each year.
4. These guidelines can be exceeded by ten percent (10%) (Not applicable to K-3 classes). The guideline for Grade 3/4 classes can be exceeded by one student.
5. Band, Choir, P.E. or other specialized classes may exceed the guidelines where the teacher so requests.
6. In a classroom with the maximum number of students with exceptional needs, the provisions of D.1.4 will not apply.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language

1. Definitions

- a. For the purposes of this agreement, students with exceptional educational needs are those identified by the Superintendent or designate, after consultation with the school-based team, in order to assess accurately the students' educational needs and requirements.
- b. For the purpose of this Article, "school-based team" shall include:
 - i. the receiving teacher(s)
 - ii. an administrative officer
 - iii. school and district professional personnel
 - iv. other appropriate personnel

Where appropriate the parent(s) and/or student may augment the school-based team.

2. School-Based Team

- a. Each school shall establish a school-based team whose functions shall be to:
 - i. consider relevant information pertaining to referred students
 - ii. recommend to the Principal
 1. an educational program and placement, including timing;
 2. training programs that may be required;
 3. additional resources including release time, aides, facilities, or equipment;
 4. which students require an Individual Educational Plan (IEP);
 5. who shall be responsible for preparing the IEP
 - iii. provide ongoing assessment and support to the receiving teacher(s).
3. In making any decision on the placement of a student to be integrated, the factors to be taken into account in this process of consultation will include the student's medical, social, physical and educational needs, the proposed program for the student, the size and composition of the class, and the professional opinion of the employee or employees who may be affected.
4. The Employer and the Union agree that the mainstreaming/integration/inclusion of students with exceptional educational needs shall occur when the necessary conditions for a positive educational experience exist. Should the Superintendent or designate decide that a student who has been identified by the school-based team does not qualify for additional resources, a full explanation will be provided to the school-based team.

5. Prior to placement of an identified student with exceptional educational needs in a regular classroom, the receiving teacher(s) shall be notified.
6. A teacher who has concerns regarding a student with exceptional educational needs, including whether the student meets the criteria of D.2.1, shall refer these concerns to the school-based team in writing.
7. When, at the request of the employee, the Superintendent or designate agrees that the employee take special training outside the school year, it shall be done pursuant to the Employees' Work Year, Article D.21. Employees will be reimbursed for expenses approved in advance by the Employer.
8. Teachers from the teacher on call list whose training and/or experience is appropriate for assignment in classrooms where students with exceptional educational needs are enrolled or included shall be first assigned to such classrooms when the regular teacher is absent.
9. Curriculum and/or materials modification which may be required by the student with exceptional educational needs shall be provided to the receiving teacher.
10. To ensure that all students receive adequate attention, no more than three (3) students with exceptional educational needs shall be integrated at the same time into any one regular classroom. Where the Superintendent or designate identifies a student with a severe behavioural problem, that student shall be included in the students with exceptional educational needs for the purposes of this clause. No more than one (1) such student shall be assigned to any one regular classroom.

ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:490 students	Former LOU No. 3 (1999)
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:54 ESL/ELL students	Former LOU No. 5 (2000)

ARTICLE D.4 PREPARATION TIME

1. Each full-time elementary teacher shall receive 100 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
2. Effective June 30, 2019, each full-time elementary teacher shall receive 110 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

[See Article D.22 Hours of Work for additional preparation time provisions.]

ARTICLE D.5 MIDDLE SCHOOLS

Article D.5 does not apply in School District No. 23 (Central Okanagan). See Article D.22 Hours of Work.

ARTICLE D.6 ALTERNATE SCHOOL CALENDAR

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

5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - d. The hearing shall commence within a further ten (10) working days; and
 - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

ARTICLE D.20 HOME EDUCATION

1. Educational services that may be required for home education students, as defined in the School Act and Regulations, shall normally be provided by members of the bargaining unit but may be provided by Administrative Officers.
2. An employee assigned responsibility for provision of any educational service to one or more home schooled students shall be given reasonable time to enable them to provide such services. A classroom teacher shall be given reasonable additional time to provide such services.
3. In the event a home education student is assigned to a classroom teacher on a regularly scheduled basis, then it will be recognized in the allotment of that employee's assignment.

ARTICLE D.21 REGULAR WORK YEAR FOR EMPLOYEES

1. The annual salary established for employees covered by this Agreement shall be payable in respect of the Standard School Calendar as established by legislation. The regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays, Sundays, statutory holidays, winter break and spring break. If the last Friday in June falls on or before June 25, the regular work year will end on June 30.
2. The first day of the 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 Sunday, then school shall reopen on the following Tuesday.
3. The first day of Spring Break shall be the third Monday in March. School shall reopen on the fourth Monday in March.
4. The regular work year shall include the non-instructional days as per article F.21.
5. Teachers of Kindergarten students shall be provided five (5) consecutive instructional days after the opening day for phased-in Kindergarten. The teacher may use these days for staged entrance and/or home visits during the school day.
6. The first day in the regular work year shall be school opening day. Students may be in attendance for up to one-half day.
7. Any work performed by employees covered by this agreement beyond the employees' regular work year shall be voluntary.
8. Where, at the request of the Superintendent or designate, an employee agrees to work outside of the employee's regular work year, the Employer, after consultation with the employee, shall either pay them pro-rata based on their annual salary, or, on approval of the Superintendent or designate, give the employee paid time off during the school year in lieu of such pay. Such consultation shall take place before the employee agrees to do the work.

ARTICLE D.22 HOURS OF WORK

1. Preparation Time
 - a. Full-time elementary employees shall be provided on their timetable one-hundred (100) minutes per week, (one-hundred and ten (110) minutes effective June 30, 2019) or two-hundred (200) minutes (two-hundred and twenty (220) minutes effective June 30, 2019) in each two (2) week period free from instructional duties for the purpose of preparation.

- b. Full-time middle and secondary employees shall be provided on their timetable twelve and one-half percent (12.5%) of total instruction time for purposes of preparation.
- c. Part-time employees assigned no less than one-half (0.5) FTE time shall be scheduled to receive pro-rated preparation time.

2. Instructional Week

The weekly instructional assignment for employees shall not exceed:

- a. twenty-five and three quarters (25.75) hours for middle and secondary employees and shall include preparation time and homeroom or teacher advisor time.
- b. twenty-three and three quarters (23.75) hours for elementary employees and shall include preparation time.
- c. twenty-four (24.00) hours for kindergarten and shall include preparation time.

3. School Day

The length of the school day shall not exceed:

- a. for middle and secondary, 6.5 hours inclusive of morning break, homeroom, passage time, and the regularly scheduled lunch break.
- b. for elementary, 6.0 hours inclusive of 15 minutes of recess and the lunch hour.

ARTICLE D.23 SUPERVISION DUTIES (Lunch Hour)

- 1. Alternative resources shall be provided by the Employer for the supervision of pupils during the lunch break so that employees will not be assigned supervision duties during this time.
- 2. With the coming into effect of this contract no other supervision duties shall be increased.

ARTICLE D.24 EXTRA-CURRICULAR ACTIVITIES

- 1. In this agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the District.
- 2. The Local and the Employer recognize extra-curricular activities as an important part of school life.

3. It is recognized that involvement by an employee in extra-curricular activities is on a voluntary basis. While voluntarily engaged in extra-curricular activities authorized by the Principal, employees shall be considered to be acting in the employ of the Employer and, as such, are eligible for coverage by the Employer's insurance.

ARTICLE D.25 AVAILABILITY OF TEACHERS TEACHING ON CALL

1. When coverage is necessary for an employee with instructional duties who is absent from school, a teacher teaching on call shall be employed.
2. In emergency situations, where time is critical, an employee may be required to perform the duties of an employee who is absent or to supervise their students.
3. An employee or an Administrative Officer may, at the request of a colleague and with the approval of the Principal, cover a class for up to but not to exceed one (1) sixty (60) minute period. No employee shall be provided with coverage for more than one (1) sixty (60) minute period of time per day. No employee shall be required to perform such coverage.

ARTICLE D.26 TEACHER TEACHING ON CALL WORKING CONDITIONS

When a teacher teaching on call is hired, they will perform the duties of the absent employee. When the absent employee has not requested specific duties to be undertaken during unassigned instructional time, the Administrative Officer may request the teacher teaching on call employee to do other teacher duties.

ARTICLE D.27 REGULAR STAFF MEETINGS

1. At least seven (7) days' notice of regular staff meetings shall be given with the agenda of items to be considered at the meeting to be distributed at least twenty-four (24) hours in advance of the meeting.
2. All staff members including the administrative officers shall have the right to place items on the staff meeting agenda.
3. Written minutes of staff meetings shall be kept and circulated to all staff members.
4. Regular staff meetings shall be held only on school days as defined by Article D.21 of this Agreement.
5. Except by agreement with the staff, regular staff meetings shall not be scheduled to commence more than one-half (1/2) hour prior to the beginning of classes nor to conclude later than one and one-half (1 1/2) hours after the dismissal of students.

6. When a staff meeting is called at a time when a part-time employee is not on duty, that employee shall not be required to attend the staff meeting. It is the employee's responsibility to apprise themselves of the staff meeting agenda and the decisions made. Article D.27.6 is not applicable to employees on a job-share assignment.
7. Staff will only be required to attend one staff meeting per month.

ARTICLE D.28 HEALTH AND SAFETY COMMITTEE

1. The Employer agrees to maintain a safe and healthy environment in the work place.
2. The Health and Safety Committee shall be maintained by the Employer as required by the Workers' Compensation Board regulations.
3. When Health and Safety Committee meetings are held outside of school hours, the Union's representatives shall be paid 1/1000th of their annual salary for each hour or major portion of the hour they are in attendance at the meeting.

ARTICLE D.29 MEDICAL PROCEDURES FOR STUDENTS

1. Employees have a duty to render assistance in an emergency, but shall not be required to administer medication to students on a regular basis.
2. Where it is essential that a student receive medication and there is no responsible person in the school other than the employee who can administer the medication, the matter will be discussed and resolved in advance with the Local.
3. The examination of students for communicable diseases or infestations shall not be the responsibility of employees.
4. Appropriately trained persons shall be responsible to administer medication, perform medical procedures or attend to physical needs of special needs students.

ARTICLE D.30 LOCAL INVOLVEMENT IN BOARD BUDGET

Each year during the preparation of the annual budget, the Local shall have the right to make presentations on budget matters to the Board of Education or a Committee of the Board of Education.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

1. A non-sexist environment is defined as that in which there is no discrimination against employees by portraying them in gender stereotyped roles or by omitting their contributions.
2. The employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the employer and the local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
3. The employer and the local shall promote a non-sexist environment through the development of non-sexist educational programs, activities, and learning resources for both staff and students, and their integration and implementation.

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

- a. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- b. 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 counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- c. 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.
- d. 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. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- f. 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.

2. Definitions

- a. Harassment includes:
 - i. sexual harassment; or
 - ii. any improper behaviour that would be offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
 - iii. 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
 - iv. 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
 - v. misuses of power or authority such as intimidation, threats, coercion and blackmail.
- b. Sexual harassment includes:
 - i. 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
 - ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
 - iii. an implied promise of reward for complying with a request of a sexual nature; or
 - iv. 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.

3. Resolution Procedure

- a. Step 1
 - i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.

- ii. Before proceeding to Step 2, the complainant may approach their administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to E.2.5 Informal Resolution Outcomes.

b. Step 2

- i. 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.
- ii. The complaint should include 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.
- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.
- iv. 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.

c. Step 3

- i. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.3.b.i. The employer may request further particulars from the complainant. Upon the conclusion of such a review, the employer shall:
 - (1) initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.3.c.iii below, or;
 - (2) recommend mediation or other alternative disputes resolution processes to resolve the complaint.
- ii. Should the complainant not agree with the process described in Article E.2.3.c.i(2), the employer shall initiate an investigation. The employer shall provide notice of investigation.
- iii. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.
- iv. The complainant may request:

- (1) that the investigator shall be of the same gender as the complainant; and/or
- (2) an investigator who has Aboriginal ancestry, and/or cultural knowledge and sensitivity if a complainant self-identifies as Aboriginal

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

- v. 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.

4. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. 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;
 - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
 - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. 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.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. 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. 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.

5. Informal Resolution Outcomes

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:

- i. All discussions shall be solely an attempt to mediate the complaint;
 - ii. Any and all discussions shall be completely off the record and will not form part of any record;
 - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
 - iv. No discipline of any kind would be imposed on the respondent; and
 - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to Article E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
 - c. In the circumstances where a respondent has acknowledged responsibility pursuant to Article E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

6. Training

- a. 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 initially be for all employees and shall be scheduled at least once annually for all new employees to attend.
- b. The awareness program shall include but not be limited to:
 - i. the definitions of harassment and sexual harassment as outlined in this Agreement;
 - ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
 - iii. developing an awareness of behaviour that is illegal and/or inappropriate;

- iv. outlining strategies to prevent harassment and sexual harassment;
- v. a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
- vi. understanding malicious complaints and the consequences of such;
- vii. outlining any Board policy for dealing with harassment and sexual harassment;
- viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

ARTICLE E.20 APPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT

1. Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extra-curricular activities and programs.
2. By April 15 of each year, the Employer will provide schools/staffs and the Union information as to staffing timelines for the subsequent school year.
3. A vacant position is a newly created position or an existing position which the Board intends to fill which has been vacated by the incumbent. Employees returning from leave of absence of one (1) year or less shall return to the same position which shall not be a vacancy. All employees in the district are eligible to apply for all vacancies.
4. Once a Teacher accepts a posting, they may only apply for subsequent postings that have resulted from the filling of a posting in that year. If they accept a second posting, they are no longer eligible for subsequent postings in that year.
5. All vacancies and new positions for the coming school year shall be posted during the spring staffing period in all schools and centres of the district, and a copy sent to the COTA office. Postings shall include descriptions of the position and the necessary qualifications.
6. Teaching positions that become vacant during the school year may be filled on an interim basis to the end of the school year in accordance with this agreement.
7. The Board and the Union agree that vacancies other than those of special responsibility shall be filled in the following priority, subject to the application of Article E.21.1 – Employer Initiated Transfers - and provided that the employee has the necessary qualifications to perform the duties of the vacant position:

- a. Employees requesting transfer pursuant to:

Article E.26 – Falsely Accused Employee Assistance

Article C.23 – Dismissal for Non-Performance

Article E.2 – Harassment / Sexual Harassment

And then,

Continuing employees.

- b. Employees with recall rights pursuant to Article C.20.5.a and Article C.25.5.
 - c. Temporary employees with re-employment rights under Article C.25.3
8. Where no employees with priority rights under Article E.20.7 have applied for a posted position, the position shall be filled with an outside applicant, a previous applicant, or a teacher transferred by the Employer pursuant to Article E.21.1 (who shall retain E.20.7.a priority).
9. Teachers teaching on call currently working for the Employer shall be given consideration for all postings for which they have applied and are qualified, in competition with outside candidates.
- a. "Consideration" as used in this Article includes a review of an applicant's submitted qualifications, experience and evaluation reports.
 - b. Shortlisted candidates will be interviewed and references checked.
10. Employees whose sick leave extends beyond one (1) year shall be given the following considerations:
- a. The position occupied by an employee on medical leave will be considered vacated if the leave extends to the end of a complete school year. The vacancy will be posted during the Spring Staffing Period. Where the leave is for a school year, September through June, and continues the following September, the vacancy will be deemed to have occurred in September and will be posted with the Spring postings.
 - b. The employee shall provide medical authorization before Spring staffing if return to duty prior to the end of the school year is expected.
 - c. Should the employee return to duty and then require further medical leave for similar reasons within thirty days, the position will be considered vacated forthwith and posted accordingly.
 - d. The employee's priority for filling vacant positions shall be determined by the application of Article E.20.7.a – E.20.7.c as appropriate.
11. The Board values the dedicated service of its teaching staff. In applying articles E.20 and E.21, the Employer recognizes the need for a balanced teaching staff which includes the diversity of skills, knowledge, personal characteristics and experience.

ARTICLE E.21 TRANSFER AND ASSIGNMENTS

1. Employer Initiated Transfers

- a. Transfers shall not be initiated by the Employer for arbitrary or capricious reasons.
- b. When a teacher must be transferred, the teacher(s) on the school staff with the least seniority in the District will be designated for transfer unless a more senior teacher agrees to be transferred and provided that the teachers retained on staff have the necessary qualifications for the positions available, as determined by the program requirements and educational needs of the school.
- c. An Employer official intending to recommend a transfer of an employee shall meet with and inform the employee of the nature of the proposed transfer and the reasons for it.
- d. The employee shall have the opportunity to consider the matter and reply within five (5) days and may request a meeting with the Superintendent or designate to discuss the matter. The employee shall have the right to be accompanied by a member of the Union.
- e. At, or subsequent to, such a meeting, the Employer shall consult with the employee to determine the in-service required, if any, to adequately prepare for the proposed transfer.
- f. Transfers initiated by the Employer shall be completed no later than June 15 in a school year for the next school year, as far as practicable.
- g. Transfers initiated by the Employer during the school year as a consequence of changes in student enrollment shall not be subject to the time limits contained in Article E.21.1.d.
- h. Where the Employer initiates a transfer during the school year, and where the assignment is different than the current assignment, the Employer shall consult with the employee to determine the support and release time required to facilitate the relocation.
- i. Unless exceptional circumstances exist, any employee who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years.
- j. An employee who is transferred for reasons of projected enrollment decline shall have the option to return in September or the following year to the school from which they were transferred, in the event that the position becomes available.

2. Employee Initiated Transfers

- a. The Union and the Employer endorse the concept of voluntary employ transfers as one method for employees to experience professional growth. The Employer will attempt to accommodate teachers who have been assigned to their school for a significant period of time.
- b. Employees may apply for a general transfer by request in writing to the Director of Instruction – Human Resources by December 31.
- c. Transfers in this Article shall be made by the Director of Instruction – Human Resources in consultation with the Directors of Instruction and affected principals. Prior to finalization of transfers, the Director of Instruction – Human Resources will consult with the President of the Central Okanagan Teachers’ Association or designate regarding the proposed transfers.
- d. Transfers shall be finalized prior to March 31.
- e. If the request for transfer is fulfilled, the employee shall be notified in writing as soon as possible.
- f. Employees with unmet transfer requests will be advised in writing and may, within seven (7) days of notification, request a meeting with the Director of Instruction – Human Resources to discuss the reasons for the denial of the transfer. The employee may be accompanied at such meeting by a member of the Union.

3. Assignments

- a. In timetabling and preparing employee assignments, a number of factors should be considered, including the number of course preparations; staff qualifications, training and experience; employee preferences; the number of classroom locations possible. Special consideration will be given to the assignments of beginning employees and teachers providing preparation time in elementary schools.
- b. The teaching staff shall be consulted concerning timetable scheduling options prior to assignments being finalized.
- c. A staff meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable and staff assignments for the next school year.
- d. If a change in assignment is to be made, the principal will reasonably attempt to consult with the employee prior to the change. In any case, the employee will be notified as soon as the change is known.
- e. An employee may appeal an assignment to the principal. If a concern still exists, the employee may request a meeting with the Superintendent or designate. The employee may be accompanied by a Union representative.

ARTICLE E.22 EVALUATION - PERFORMANCE APPRAISALS

1. All reports on the work of an employee shall be in writing.
2. At least two (2) weeks prior to commencing the evaluation process, unless the length of a temporary contract requires a shorter period of notice, the evaluator shall meet with the employee to discuss the purposes of the evaluation, the approximate time span anticipated for the evaluation process, and the criteria and other relevant documents and information to be considered in the evaluation and report writing process.
3. Prior to the application of E.22.2 the Employer will notify the Union in writing of anticipated teacher evaluations.
4. Involvement or non-involvement in extra-curricular activities, participation in Union activities or matters not directly related to the duties of the employee are outside the scope of evaluating and reporting on the performance of the employee.
5. The report shall reflect those aspects of the work of the employee and the teaching and learning situation within the employee's responsibility. Evaluation reports shall state and take into account any discrepancy between the employee's assignment and their professional training and/or experience.
6. No fewer than three (3) nor more than six (6) formal observations shall be conducted in completing the data gathering process unless otherwise mutually agreed. Periods chosen for observation shall reflect the employee's assignment and the employee shall have the opportunity to select at least two (2) observation times mutually convenient to the employee and the evaluator.
7. Following each observation, the evaluator shall discuss with the employee their observations and impressions. Such observations and substantiated impressions shall further be provided to the employee in the form of a written anecdotal statement within seven (7) days of the observation.
8. Evaluation reports shall be prepared only by evaluators authorized under Article C.23.2.b or C.23.2.c of this agreement.
9. The employee shall be given a draft copy of the evaluation report at least forty-eight (48) hours prior to preparation of the final copy. They shall have the opportunity of meeting with the evaluator in the company of a third person to discuss the draft and, if appropriate, propose changes to the draft.
10. When employee proposed amendments to the draft report are not agreed upon, the employee shall have the right to submit to the evaluator a written commentary on the evaluation which shall be filed with all copies of the report.
11. The evaluator shall endeavour to issue the final report within thirty (30) days of any meeting held under Article E.22.9.
12. The final report shall be filed in the employee's personnel file at the school district office. A

copy shall be given to the employee at the time of filing.

13. In the event of a less than satisfactory report, an employee may request a plan of assistance from the Employer. This plan of assistance shall include a specified date for completion and shall be completed before another report is initiated unless the plan of assistance is not being followed substantially by the employee or when the completion date cannot be met.
14. The general criteria for the evaluation of employees shall be annually reviewed by a joint committee of the Employer and the Union. This committee shall consist of three (3) representatives of the Employer and three (3) representatives of the Union. Revisions of the criteria will only occur after consultation with the committee.

ARTICLE E.23 NO DISCRIMINATION

1. The Employer and the Local subscribe to and shall follow the principles of the *Human Rights Code of British Columbia*.
2. The Employer agrees that there will be no discrimination because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of an employee as defined by the Human Rights Code or because that employee has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that employee.
3. The employer agrees that there shall be no discrimination with respect to any employee because they are participating in the activities of the Union, carrying out duties as a representative of the Union, or involved in any procedure to interpret or enforce the provisions of the Collective Agreement.
4. Any written allegation of discrimination within the school district will be investigated by the Superintendent or designate and the results reported to the Employer.
5. In the event the provisions of this Article become inconsistent with the Human Rights Code, the provisions of the Code shall apply.

ARTICLE E.24 PERSONNEL FILES

1. There shall be only one personnel file for each employee, maintained at district offices. Any file relating to an employee kept at a school shall be destroyed when the employee leaves that school.
2. After receiving a written request from an employee, the Superintendent or designate in respect of the district file, or the principal or designate in respect of any school file, shall as soon as practicable grant access to that employee's file at a mutually convenient time.
3. An appropriate school board official shall be present when an employee reviews their file, and the employee may be accompanied by an individual of their choosing.

4. The Employer agrees that only factual material and material relevant to the employment of the employee shall be maintained in personnel files. The employee shall be informed when material critical of the employee is placed in the employee's personnel file and a copy of the material given to the employee.
5. The employer agrees that after three (3) years, and barring no further similar events, material critical of the Employee (other than evaluation reports) shall be removed from the Employee's Personnel File.

Leaves of Absence taken under Section G of the Agreement that are in excess of one (1) month shall not count toward this three (3) year period.

6. The file shall not contain unsigned letters of complaint.
7. Personnel files shall be in the custody of the Superintendent or designate and shall not be accessible to other than appropriate administrative officials of the school district.

ARTICLE E.25 SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files an appeal under the *School Act (Section 11)* and Board by-law of a decision of an employee covered by this agreement, or in connection with or affecting such an employee,
 - a. the employee and the Union shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
 - b. the employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union; and
 - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Employer shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
3. No decision or by-law of the Employer with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this agreement, or deprive the employee of any right, benefit or process otherwise provided by law

ARTICLE E.26 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When an employee has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and if:

- a. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities, and no criminal charges are laid, or
 - b. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities; and, should criminal charges result, the employee is acquitted of criminal charges in relation to the accusation, or
 - c. an arbitrator considering discipline or dismissal of the employee finds the accusation to be false, and no criminal charges are laid, or
 - d. an arbitrator considering discipline or dismissal of the employee finds the accusation to be false, and should criminal charges result, the employee is acquitted of criminal charges in relation to the accusation. The employee shall be entitled to reasonable assistance in addition to that provided through the Employee Assistance Program.
2. The employee, together with the Superintendent of Schools and the President of the Union, shall jointly establish a plan of assistance to facilitate the employee's successful return to teaching duties.
 3. Such assistance pursuant to Article E.26.2 may include special counselling for the employee and family members; short term paid leave of absence for the employee; position transfer; and, upon request by the employee, provision of factual information to parents and students.
 4. Where a employee has been suspended pursuant to Section 15(4) of the *School Act*, the employee shall be reinstated with full pay providing the employee is acquitted of the charges and any additional investigation by the Board concludes that, on a balance of probabilities, the employee has not been guilty of any wrongdoing.

ARTICLE E.27 PARENTAL CONCERNS

In the event that a parent/guardian brings a concern regarding a Teacher to the attention of the Principal, the Principal shall inform the Teacher of the concern at the earliest reasonable opportunity. In the event that the concern has been brought initially to a district administrator, said administrator will direct the concern to the site based Principal. The Principal will attempt to achieve a resolution to the concern through discussion with the Teacher and parent/guardian.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL IMPROVEMENT

1. The Employer and the Local shall maintain a District Professional Development Committee.

 The Committee shall be comprised of five (5) representatives each of the Local and of the Employer plus the Local's Professional Development chairperson, who will chair the Committee.
2. The Employer and Union shall establish a fund for the purpose of promoting the professional development (excluding credit courses) of the teaching staff of the school district.
3. The Employer shall place \$195.00 per full-time equivalent employee and the Union shall place \$35.00 per full-time equivalent employee into the Professional Development Fund.
 - a. The Employer shall place an additional \$5,000 in this fund for the purpose of professional development for teachers teaching on call.
4. The cost of teachers teaching on call for employees granted any professional development leave of absence shall be borne by the Professional Development Fund.
5. The Professional Development Fund as established by the Employer and the Local shall be administered by the District Professional Development Committee.
6. Each school staff shall elect a Professional Development Committee.
 - a. The Committee shall be chaired by a teaching employee.
 - b. The principal shall be an ex-officio member of the Committee.
7. The terms of reference shall be established by the District Professional Development Committee and shall be in effect when approved by the Local and the Employer.
8. The Professional Development fund will not be required to finance district "required" in-service or conferences.

ARTICLE F.21 NON-INSTRUCTIONAL DAYS

1. The non-instructional days specified in the Standard School Calendar shall be used for purposes consistent with the School Calendar Regulations.
2. A minimum of three (3) non-instructional days shall be used for activities determined at the school level by the school Professional Development Committee in consultation with the school's administrative officer. One such day may be held in conjunction with community interaction activities.
3. A maximum of two (2) non-instructional days may be used for other activities such as district-wide professional development activities and convention. One such day may be held in conjunction with community interaction activities.
4. The remaining non-instructional days shall be available to schools for activities consistent with those outlined in the Regulations and determined by the administrative officer and the school staff. Activities may include parent/teacher interviews.
5. Any of the above days in F.21.2 and F.21.3 may be used in one-half day increments.
6. Non-instructional days shall be considered as instructional days for salary purposes.

ARTICLE F.22 PROFESSIONAL AUTONOMY

Employees shall, within the bounds of provincially and locally prescribed curriculum and programs, and consistent with effective educational practice and District goals and expectations, have individual autonomy in determining the methods of instructions, and the planning and presentation of course material in meeting their instructional assignments.

ARTICLE F.23 PARENT/TEACHER INFORMAL REPORTING DAYS

1. As permitted in School Calendar Regulation 9.8, one hour of early dismissal may be used to facilitate parent/teacher informal reporting sessions (2).
2. Informal reporting sessions may be scheduled to accommodate parents and guardians who are unable to attend during regular school hours and shall be in accordance with a schedule developed by the principal and the staff.
3. The Employer agrees there can be flexibility as to the format of these informal sessions as outlined in the Ministry of Education document titled “Reporting Student Progress: Policy and Practice (March 2009)” and any subsequent revisions.

ARTICLE F.24 ACCREDITATION/ASSESSMENT

1. Separate from the use of non-instructional days, and prior to the undertaking of a school accreditation/assessment, the Employer shall provide to the school the funding allocated by the Ministry of Education in order to carry out the school accreditation/assessment process. The school will be responsible for all costs including the external evaluation team.
2. The Employer shall provide a response to the report to the staff committee advising what recommendations will be implemented and explaining why others will not.
3. Unless required by the Ministry, elementary school assessment/accreditation shall take place only if the school staff committee agrees to undertake this process.

ARTICLE F.25 CURRICULUM IMPLEMENTATION/EDUCATIONAL CHANGE

1. The Employer and the Local shall establish one or more Joint Educational Change Committee(s) with six (6) members from the Employer and six (6) members from the Local, to review educational policies, practices and programs, including new curriculum and to make recommendations to the Employer. The teacher members shall be appointed by the Local.
2. The Joint Committee(s) shall establish its terms of reference which shall be reviewed each year. The terms of reference are subject to approval of both the Local and the Employer.
3. The Joint Committee(s) may establish sub-committees to review specific areas of change such as but not limited to new curriculum. The sub-committees shall report to the Joint Committee(s).
4. Funds and time, as determined by the Employer after consultation with the Joint Committee shall be provided for curriculum implementation/educational change above and beyond funds provided for the Professional Development Fund referenced in Article F.20 of this agreement.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

1. The employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.
2. An employee hired to or on exchange in the district shall accumulate and utilize sick leave credit according to the provisions of the Collective Agreement as it applies in that district.
3. Sick Leave Verification Process
 - a. The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.
 - b. An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of commencing employment with the new school district.
 - c. The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.

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

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

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

- b. in relation to an employee's spouse:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
 3. Compassionate care leave supplemental employment insurance benefits:

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

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

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

(Note: The definition of “family member” in clause 1 above, shall incorporate any expanded definition of “family member” that may occur through legislative enactment.)

[See also Article G.23 Emergency Leave for Family Illness for short term compassionate leave of up to five 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

1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family.

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

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

Local Provisions:

- 5. Leave of absence 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.
- 6. An employee may be granted, upon request, up to one (1) day without loss of pay, depending on the distance involved, to attend a funeral. Leave granted under this clause shall not unduly restrict the operation of a school.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

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

Implementation:

- 1. *Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement. The combination of this provision with any other same or superior provision shall not exceed three (3) days.*

2. *The provisions of this article establish a minimum level of entitlement for unpaid discretionary leaves for all employees. Where the minimum level of entitlement has already been met through any previous provisions relating to discretionary leaves, an employee shall receive no additional entitlement.*

ARTICLE G.6 LEAVE FOR UNION BUSINESS

PCA Articles G.6.1- 8 do not apply in School District No. 23 (Central Okanagan)

[Note: PCA Article G.6.1.b is applicable for the purposes of A.10 only]

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

Elected union officer release

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

Local Provisions

11. Short Term Leaves

The Union may request and shall be granted leave of absence, provided that adequate notice is given and a Teacher Teaching on Call is available, on the following basis:

For an appointed representative of the Union, the BCTF, or the CTF to attend to the duties involved:

- a. to a maximum of seven (7) days per individual employee in any school year. Any leave in excess of the seven (7) days is at the discretion of the Superintendent. The following leave shall not be included in the seven (7) days:
 - Employer paid Union leaves,
 - leaves for contract negotiation sessions with the Employer,
 - leaves to serve on joint grievance committees with the Employer
 - leaves to attend arbitrations involving the Employer,
 - leaves to serve as a member on the BCTF Executive Committee
 - leaves to serve as an elected or appointed member of the Council of the Teacher Regulation Branch.

- b. to a maximum of fifteen (15) days per individual employee in any school year for the following:
 - leave to serve on a task force committee, and as professional development associates of the BCTF and Union
 - leave to serve as an elected representative to the CTF

Such leave shall be granted with pay to the employee but the Employer shall be reimbursed by the Union at teacher teaching on call costs for each day of leave.

12. Long Term Leaves

- a. The Employer agrees to release appointed Union representatives from teaching duties to full or part-time (100% of school year) positions of the COTA, BCTF, CTF and Teacher Regulation Branch. The Employer shall continue to pay the employee's salary and benefits as specified in the agreement; however, the appropriate organization shall reimburse the Employer for the salary, benefits and pension costs, equivalent to the amount of leave, upon receipt of an invoice.
 - i. Request for such leave shall be in writing and normally received by the Superintendent prior to April 30th preceding the school year for which the leave is requested. Requests received after April 30 shall be dealt with under G.6.12.b.
- b. Provided that the Employer can find the services of a satisfactory Teacher Teaching on Call and provided that adequate notice is given, leave on the same basis as G.6.12.a, for full or part-time work of not less than twenty (20) consecutive teaching days with the COTA, BCTF, CTF or Teacher Regulation Branch shall be granted when unexpected circumstances warrant.
- c. Those returning from long term leaves within a school year shall be reassigned to the same position held prior to the leave. An employee returning from leave extending into the next school year shall be assigned to a reasonably comparable position.

13. Reimbursement for Elected Union Officer Release

- a. The Employer shall continue to pay the designated officers' salary and to provide benefits as specified in the Agreement; however, the Union shall reimburse the Employer for one hundred percent (100%) of such salary, benefits and pension costs upon receipt of a monthly statement. The Board will not invoice the COTA for the Employer's share of the President's pension costs.
- b. For purposes of pension, experience, sick leave and seniority, the designated officer shall be deemed to be in the full employ of the Employer.

ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS

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

ARTICLE G.8 TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM

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

ARTICLE G.9 TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE

1. A teacher shall be granted leave upon request to accept a position if the teacher is:
 - a. Replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
 - b. Their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
3. The vacated teaching position will be posted as a temporary position during this period.

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

ARTICLE G.10 TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES

Teachers granted the following leaves in accordance with the collective agreement:

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

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

ARTICLE G.11 CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

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

ARTICLE G.20 LEAVES - NOTICE

All leave requests under this Article shall be in writing and shall, whenever possible, give reasonable notice to the Employer. In case of emergency, the written leave request may be submitted retroactively.

ARTICLE G.21 SICK LEAVE

1. Sick leave with pay is earned on the basis of one and one-half (1.5) days for each month worked by the employee in the service of the Employer. Employees on part-time appointments and/or employees working a partial month will accrue sick leave on a proportionate basis to their appointment.
 - a. Any days during which the employee has been absent with full pay for reasons of illness, injury or quarantine except an absence for which compensation is payable under the *Workers' Compensation Act* shall be charged against sick leave accumulated by the employee.
 - b. When an employee is given leave of absence without pay for any reason or is laid off and returns to the service of the Employer 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.
 - c. In each year, no fewer than fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. Employees commencing employment with the Employer during the year shall then have available to them the pro rata portion of sick leave benefits which would accrue to them for the balance of the school year.
 - d. There is no maximum to the number of days sick leave that may be accumulated or used.
 - i. Deduction shall be made from sick leave allowance on the basis of one (1) day for one (1) working day (exclusive of holidays) of sick leave to a maximum of 120 days in any one school year.
 - e. The Employer shall advise each employee of their accumulated sick leave electronically via Employee Connect.
 - f. Sick leave accumulated by each employee prior to June 30, 1988, shall continue to be credited to that employee.

2. Proof of Illness

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness/injury certifying that such employee is unable to carry out their duties due to such illness/injury.

3. Necessary medical and dental specialist appointments of the employee during school hours shall be considered as sick leave. Employees shall make every effort to schedule such appointments outside of school hours.

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

ARTICLE G.22 WCB LEAVE WITH PAY

An employee prevented from performing their regular work with the Employer on account of an occupational illness or accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Compensation Act*, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and their regular salary to a maximum of six (6) months, provided that such employee shall not be entitled to use their sick leave credits for time lost during the said six (6) month period by reason of any such disability.

ARTICLE G.23 EMERGENCY LEAVE FOR FAMILY ILLNESS

Where an employee makes written application for compassionate leave because of serious illness within the employee's immediate family as defined in the Bereavement Leave, Article G.4, leave with pay shall be granted to a maximum of five (5) days annually. The employee may be required to produce a certificate from a duly qualified medical practitioner as proof of such illness in their family. Additional days without pay may be granted by the Superintendent.

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

ARTICLE G.24 MATERNITY LEAVE AND SUB PLAN

1. Short Term Maternity Leave

- a. Employees shall be granted maternity leave in accordance with the provisions of Part 6 of the *Employment Standards Act*.
- b. Provided an employee has forwarded to the Employer medical proof of pregnancy, maternity leave, without pay, shall be granted upon request of the employee. If the maternity leave is to exceed seventeen (17) weeks, then the following provisions shall apply:
 - i. At the time of such notification the employee may elect to return on a date which would coincide with the commencement of the term, semester, or the

first day of school following the spring break which first succeeds the statutory maternity leave. Such leave shall be granted with the employee benefits as provided for in the *Employment Standards Act*.

- ii. During the term of the statutory maternity leave, the teacher may, at least four (4) weeks prior to the end of such leave, request additional leave so that the return to duty would coincide with the commencement of the next term, semester or the first day of school following the spring break which first succeeds the statutory maternity leave. Benefits will continue as provided for in the *Employment Standards Act*.
- iii. Where an employee gives birth or the pregnancy is terminated before a request for leave is made under this section, the Employer shall grant maternity leave under this section or under section 51 (4) of the *Employment Standards Act*.

c. Assignment

- i. An employee returning from maternity leave within a school year shall be reassigned to the same position held prior to the leave.
- ii. An employee returning from maternity leave at the beginning of the next school year, shall be assigned to the position which they would have held if the leave had not been taken.

2. Extended Maternity Leave

- a. Employees granted leave under the above paragraphs who choose not to return to work at the expiration of that leave may apply for extended maternity leave four (4) weeks prior to the expiration of the short-term leave.
- b. Leave shall be granted upon request for a period of up to a maximum of twenty (20) school months, with return to coincide with the commencement of a term, semester or the first day of school following spring break.
- c. Employees returning from extended maternity leave shall do so at the commencement of a term, semester or the first day of school following the spring break and shall notify the Employer four (4) weeks in advance except in respect to leave expiring June 30 where notice shall be given by April 15.
- d. Such extended maternity leave shall be without pay or experience recognition. Subject to restrictions of the various carriers a teacher shall have the right to participate in the employee benefit package at full cost to the employee.
- e. An employee returning from extended leave shall be assigned to a reasonably comparable position within the District.
- f. Employees granted a leave of less than twenty (20) months under this clause may

request and shall be granted one (1) extension of their leave up to a combined maximum of twenty (20) months provided that an adequate replacement is readily available. The application for the extension shall be made not less than four (4) weeks in advance of the expiry of the current leave, except in respect to leave expiring on June 30, where notice shall be given by April 15.

3. Early Return and Emergency Situations

- a. In the case of an incomplete pregnancy, death of the child, or other special situations, an employee may return to duty earlier than provided for in the agreed-upon leave.
- b. The employee intending to make an early return to duty will submit a written application and a medical certificate.
- c. The early return provisions in this section shall apply to a terminated pregnancy.

4. Supplemental Employment Benefits

When a pregnant employee takes the maternity leave to which they are entitled pursuant to the *Employment Standards Act*, the Employer shall pay the employee

- a. ninety-five percent (95%) of their current salary for the first two weeks of the leave and,
- b. where the employee is in receipt of Employment Insurance benefits, the difference between 95% of their current salary and the amount of EI benefits received by the teacher for a further 15 weeks.

ARTICLE G.25 PATERNITY LEAVE

An employee shall be granted necessary time to take their legal spouse to hospital, to return them home from hospital, or to attend the birth of their child. Leave granted with pay for such purposes shall not exceed two (2) days, but may be taken in half-day segments. An additional two (2) days will be granted in emergency situations at the cost of a Teacher Teaching on Call.

ARTICLE G.26 ADOPTION

1. An employee shall be granted leave of absence with pay for one (1) day at the time the child is received into the home. Leave of two (2) days shall be granted to an employee for mandatory interviews or travelling time to receive the child at the cost of a Teacher Teaching on Call.
2. In the case of adoption of infants up to and including the age of five years, maternity leave exclusive of supplementary employment benefits, without pay, shall be granted upon request and shall commence upon the date of arrival of the child into the home. All relevant

provisions of maternity leave and parenthood leave shall apply.

4. Where the employee applies for and is granted pay for adoption leave under the *Employment Insurance Act*, Article G.24.4 shall apply.

ARTICLE G.27 PARENTHOOD

1. The purpose of parenthood leave is to permit an employee to remain at home with a child or children for a period not to exceed one (1) year without being required to resign from a teaching position within the District.
2. Requests for parenthood leave must be submitted in writing, to the Superintendent of Schools, no later than three (3) months prior to the requested commencement of the leave except for leave commencing September the request shall be made by April 15.
3. The leave, if approved by the Employer, shall coincide with the school year, calendar year, spring break, semester or term.
4. Applications for renewal of parenthood leave will follow the same procedure as the original application.
5. Parenthood leave shall be without pay.
6. Subject to the restrictions of the various carriers, benefits may be continued during a parenthood leave with the employee paying the full cost of benefits.

ARTICLE G.28 EDUCATIONAL LEAVE

1. Leave of absence without pay may be granted by the Employer for the purpose of further educational studies for a time period ranging from a single school term to a maximum of two (2) years.
 - a. Requests for leave must be received at least three (3) teaching months prior to the expected commencement of leave.
 - b. An employee must have three (3) continuous years of service in the District at the date of commencement of the leave. Where a full-time teacher takes a part-time leave under Article C.24.1, the continuity shall be considered broken.
 - c. Documentary support of the applicant's intentions must be provided to the Superintendent or designate upon application for leave under this section.
 - d. An employee granted educational leave will, upon return, be placed in a comparable position.
 - e. Notwithstanding Article G.28.1.b above, employees who have continuity of service

broken by reason only of illness in excess of twenty days shall be considered to have met the years of service requirement if they have four (4) complete (no absences of twenty days or more) years of service in the five years preceding the year in which the requested leave of absence falls.

2. Subject to restrictions of the various carriers, an employee shall have the right to participate in the employee benefit package at full cost to the employee.

ARTICLE G.29 SPECIAL CIRCUMSTANCES LEAVE

The Superintendent shall grant an employee leave with pay up to a maximum of four (4) days per school year provided that a teacher teaching on call is available. The costs of a teacher teaching on call shall be covered by the employee.

ARTICLE G.30 EXTENDED LEAVE

1. Extended leave of absence without pay may be granted by the Employer for a time period ranging from a single school term to a maximum of two (2) years. Such requests shall not be unreasonably denied.
2. Application for such leave must be made three (3) school months prior to date of commencement of leave.
3. An employee must have three (3) continuous years of service in the District at the date of commencement of the leave. Where a full-time teacher takes a part-time leave under Article C.24.1, the continuity shall be considered broken.
4. The Employer may grant leaves up to 10% of total FTE teaching staff.
5. An employee granted an extended leave under this Article will, upon return, be placed in a comparable position.
6. Subject to restrictions of the various carriers, an employee shall have the right to participate in the employee benefit package at full cost to the employee.
7. Employees granted a leave of less than two (2) years under this clause may request and shall be granted one (1) extension of their leave up to a combined maximum of two (2) years provided that an adequate replacement is readily available. The application for the extension shall be made not less than three (3) school months in advance of the expiry of the current leave.
8. Notwithstanding Article G.30.3 above, employees who have continuity of service broken by reason only of illness in excess of twenty days shall be considered to have met the years of service requirement if they have four (4) complete (no absences of twenty days or more) years of service in the five years preceding the year in which the requested leave of absence falls.

ARTICLE G.31 LEAVE FOR ELECTIVE OFFICE OR COMMUNITY SERVICE

1. Where an employee is nominated as a candidate and wishes to contest a provincial or federal election, they shall be given a leave of absence, without pay, for the duration of the election campaign.
2. Should an employee be elected as a Member of Parliament or Member of the Legislative Assembly, they shall be granted a long term leave of absence.
3. Should an employee be elected for a subsequent term of office, they shall be deemed to have changed professions and they shall terminate their position with the Employer.
4. Employees elected or appointed to municipal or regional district offices, or public boards, or employees involved in community services, shall be granted, in any school year, leave of absence for two (2) days, and may be granted leave for a further three (3) days upon request. Employees shall be deducted the cost of a teacher-teaching-on-call for any days granted under this clause.
5. Employees involved in community services may be granted, at the cost of a teacher teaching on call, leave of absence up to a maximum of five (5) days in any one school year. Such requests shall not be unreasonably denied.

ARTICLE G.32 JURY DUTY & APPEARANCE IN LEGAL PROCEEDINGS

1. The Employer shall grant leave of absence with pay to any employee summonsed for jury duty or required to attend any legal proceedings by reason of subpoena. An employee on such leave shall pay over to the Employer any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowance.
2. Leave of absence to appear in one's own defence or in appearances created by the employee's private affairs shall be granted with full pay less cost of a teacher teaching on call in a civil trial and without pay in a criminal trial.

ARTICLE G.33 RELIGIOUS HOLIDAYS

Employees observing significant religious holidays not in the school calendar shall be granted, at the cost of a teacher teaching on call, leave of absence up to a maximum of five (5) days per year.

ARTICLE G.34 GENERAL LEAVE

Notwithstanding the above, the Superintendent may grant a general leave of absence with or without pay. This may include leave of absence for secondments and exchanges.

ARTICLE G.35 JOB SHARING

1. Employees employed full-time by the Employer may jointly request a specified job-sharing arrangement in respect of a single full-time position in accordance with Policy 315.

2. Policy 315 and any regulations made thereunder will not be changed without prior consultation with the Union.

SIGNATURES

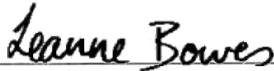
Signed at Vancouver, BC, this 5th day of May, 2024



Kyle Cormier
Director of Labour Relations
School District No. 23 (Central Okanagan)



Susan Bauhart
President
Central Okanagan Teachers' Association



Leanne Bowes,
Executive Director, Labour Relations
British Columbia Public School Employers'
Association



Clint Johnson,
President
President, BC Teachers' Federation

LOCAL LETTERS OF UNDERSTANDING

LOCAL LETTER OF UNDERSTANDING No. 1

Between: School District #23 (Central Okanagan)

And: Central Okanagan Teachers' Association

Re: Speech/Language Pathologists & Physiotherapists

WHEREAS the certification of the Union has been varied by the Industrial Relations Council to include speech/language pathologists and physiotherapists employed by the Board,

NOW THEREFORE the parties agree to establish terms and conditions for those employees as follows:

1. the Collective Agreement shall apply in full to speech/language pathologists and physiotherapists except as modified by this Agreement.
2. the following Articles of the Collective Agreement do not apply to speech/language pathologists and physiotherapists:

Article B.2:	Teacher Teaching on Call Salary & Benefits
Article B.24:	Positions of Special Responsibility
Article B.28:	Payment for Summer School Teaching
Article B.11.6.i:	College Fees
Article C.26:	Teacher Teaching on Call Hiring Practices
Article D.1:	Class Size / Teacher Workload
Article D.2:	Class Composition / Inclusion
Article D.22.1:	Preparation Time
Article D.23:	Supervision Duties (Lunch Hour)
Article D.24:	Extra-Curricular Activities
Article D.25:	Availability of Teachers Teaching on Call
Article D.26:	Teacher Teaching on Call Working Conditions
Article D.27:	Regular Staff Meetings
Article F.23:	Parent/Teacher Conference Days
Article F.24:	Accreditation/Assessment
Article F.25:	Curriculum Implementation

3. Throughout the Collective Agreement, the term "teacher/employee" shall be interpreted to include speech/language pathologists and physiotherapists except where references are clearly intended to apply only to certificated or classroom teachers.

Speech/Language Pathologists & Physiotherapists (cont'd)

4. Article B.20 shall be amended as follows:

B.20.1 Delete and replace with "The category placement of the speech/language pathologist or physiotherapist shall be determined by the Employer in line with the principles established by the Teacher Qualification Service for determining salary categories for teachers. Verification is the responsibility of the employee."

B.20.2-B.20.5	no change
B.20.6-B.20.9	do not apply
B.20.10-B.20.11	no change

5. Article B.21 shall be amended as follows:

B.21.1 Delete and replace with "Experience recognition shall be granted for full-time professional employment as a speech/language pathologist or physiotherapist in a school district, hospital, clinic, or government-funded agency."

B.21.1.a. a single period of continuous employment equivalent to one (1) full year.

B.21.1.a.i. for school district employment the work year shall be deemed to be ten (10) months;

B.21.1.a.ii. for other employment the work year shall be deemed to be twelve (12) months;

B.21.1.b periods of four (4) consecutive months or more of full or part-time employment may be accumulated but such employment must total one (1) full work year as defined in B.21.1.a.i and B.21.1.a.ii. Experience in other than school district employment shall be deemed to be ten-twelfths (10/12) FTE.

B.21.1.c Employees with professional experience outside Article B.21.1 may be credited with not more than three (3) years experience in addition to those recognized in Articles B.21.1.a and B.21.1.b, but in no case shall their salary exceed the maximum of the category on which they are paid. The Superintendent of Schools shall evaluate such experience.

B.21.2-B.21.3 no change

6. In Article B.11.2.c replace the word "Teachers" wherever it appears with the word "Municipal".

7. Article C.24, Part-Time Employees' Employment Rights, shall apply. However, the Employer reserves the right to recall part-time employees to full-time where suitable replacements are not readily available. It is understood that recruitment difficulties may severely restrict the operation of this Article for speech/language pathologists and physiotherapists.

Speech/Language Pathologists & Physiotherapists (cont'd)

8. Article C.20 Layoff/Re-Engagement/Severance Pay shall be amended as follows:

C.20.7.a.ii, C.20.7.a.vi, C.20.7.a.vii, C.20.7.a.viii. - do not apply

C.20.4.a - delete "teaching certification"

C.20.5.e - delete "continuing" and change "district to "Employer".

9. For the purposes of Article F.20, it is understood that the Martin Education Centre is deemed to be a "school" and the speech/language pathologists and physiotherapists are part of the "school staff".

DATED at the City of Kelowna, Province of British Columbia, this 29 day of April, 1993.

SCHOOL DISTRICT No. 23 (Central Okanagan)

per:

Al Akehurst

CENTRAL OKANAGAN TEACHERS' ASSOCIATION

per:

Michele Backman

LOCAL LETTER OF UNDERSTANDING No. 2

Between: School District #23 (Central Okanagan)

And: Central Okanagan Teachers' Association

Re: Employment Equity – Aboriginal Employees

The Board of Education for School District No. 23 (Central Okanagan) and the Central Okanagan Teachers' Association have a shared desire and commitment to improve the educational experience and achievement results of Aboriginal students in the District and to pursue strategies to increase the number of Teachers of Aboriginal ancestry employed by the District.

The Board has expressed this desire and commitment by applying for, and receiving approval from the British Columbia Human Rights Tribunal under section 42 of the *Human Rights Code* for a “special program” that would serve to attract and retain Aboriginal employees. The COTA is actively supportive of this initiative. The parties believe that hiring and retaining Teachers of Aboriginal ancestry will provide:

- Positive Aboriginal role models for students;
- Opportunities for Aboriginal students to feel connected to their school, which may lead to increased attendance, higher self-esteem, higher achievement rates and overall healthy living;
- Opportunities for Aboriginal students to share their culture;
- Opportunities for more Aboriginal students to attain the credentials necessary for post-secondary options;
- Increased communication with Aboriginal parents and community members; and
- Credibility for the school district with First Nations, Metis and Inuit populations.

The special program will automatically expire on September 28, 2016.

Agreed this 21st day of May, 2013.

SCHOOL DISTRICT No. 23 (Central Okanagan)

per:

Jim Colquhoun

CENTRAL OKANAGAN TEACHERS' ASSOCIATION

per:

April Smith

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Designation of Provincial and Local Matters

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

Signed this 8th day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

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

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

1. Employment on Continuing Contract
 1. *Appointment on Continuing Contract*
 2. *Employment Rights – Temporary Teachers converting to continuing*
 3. *Probationary period*
2. Dismissal and Discipline for Misconduct
 1. *Conduct of a Teacher (Inside and Outside School)*
3. Dismissal Based on Performance
4. The Processes of Evaluation of Teachers' Teaching Performance
5. Part-Time Teachers' Employment Rights
 1. *Sick Leave and Benefits*
 2. *Long Services – Part Time Teaching Plan, Part Year Teachers*
6. Teacher 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 A)
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 B)
 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

Appendix 2 LOCAL MATTERS

Appendix 2 – Local Matters
Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

1. Posting and Filling Vacant Position
 1. *Offer of Appointment to District*
 2. *Assignments*
 3. *Job Sharing*
 4. *Posting Procedures – Filling*
 5. *Posting & Filling Vacant Positions – School Reorganization*
 6. *Transfer: Board Initiated Transfers, Transfer related to Staff Reduction*
 7. *Creation of New Positions*
 8. *Job Description*
2. Definition of Positions and Assignments
3. Personnel Files

4. School Act Appeals
5. Input into Board Policy
6. No Discrimination
7. Multiculturalism
8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum A)
10. Parental Complaints, Public Complaints

Section F – Professional Rights

1. Professional Development Committee as related to funding control (Note: see also Addendum B)
2. Committees
 1. *Professional Relations/Labour management*
 2. *Parent Advisory Council*
 3. *Joint Studies Committee*
 4. *Professional Development Committee (Note: see also Addendum B)*
 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.

**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.

“D. Hogg”
Negotiation Team For
British Columbia Teachers’ Federation

“K. Halliday”
Negotiation Team For
British Columbia Public School
Employers’ Association

October 25/95

**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.

Dated this 11 day of December, 1996.

“Alice McQuade”
President
BC Teachers’ Federation

“K. Halliday”
Chief Negotiator
BC Public School Employers’ Association

**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:

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

Date: Original April 23, 1997
Amended by *Education Services Collective Agreement Amendment Act, 2004*

**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.

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’
Association

“R. Worley”

“K. Halliday”

LETTER OF UNDERSTANDING No. 2

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Agreed Understanding of the Term Teacher Teaching on Call

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

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

Signed this 25th day of June, 2012

Original signed by:

Jacque Griffiths
For BCPSEA

Susan Lambert
For BCTF

LETTER OF UNDERSTANDING No. 3. a

BETWEEN:

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

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

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

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

Does not apply in School District No. 23 (Central Okanagan).

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Does not apply in School District No.23 (Central Okanagan).

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

The parties recognize that Aboriginal employees are underrepresented in the public education system. The parties are committed to redress the under-representation of Aboriginal employees and therefore further agree that:

1. They will encourage local boards of education and the local teacher unions to make application to the Human Rights Tribunal under section 42 of the *Human Rights Code* to obtain approval for a “special program” that would serve to attract and retain Aboriginal employees.
2. The parties will encourage local boards of education and local teacher unions to include layoff protections for Aboriginal employees in applications to the Human Rights Tribunal.
3. The parties will assist local boards of education and the local teacher unions as requested in the application for and implementation of a “special program” consistent with this Letter of Understanding.

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

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.

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
- | | |
|------------------------|----------|
| Effective July 1, 2019 | \$ 2,570 |
| Effective July 1, 2020 | \$ 2,622 |
| Effective July 1, 2021 | \$ 2,674 |
- 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 \$
- | | |
|------------------------|----------|
| Effective July 1, 2019 | \$ 2,570 |
| Effective July 1, 2020 | \$ 2,622 |
| Effective July 1, 2021 | \$ 2,674 |
- 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.

Signed this 13th day of June, 2012

Revised: March 26, 2020

Original signed by:

Jacquie Griffiths
For BCPSEA

Susan Lambert
For BCTF

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

Schedule A - List of Approved School Districts or Schools

School Name	Town/Community
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05 - Southeast Kootenay (only part of district approved)

Jaffray Elementary	Jaffray
Grasmere	Grasmere
Elkford Secondary School	Elkford
Rocky Mountain Elem School	Elkford
District Learning Centre - Elkford	Elkford
Sparwood SS	Sparwood
Frank J Mitchell	Sparwood
Mountain View Elementary	
Fernie Sec School	Fernie
Isabella Dickens	Fernie
District Learning Centre - Fernie	Fernie
District Learning Centre - Sparwood	Sparwood

06 - Rocky Mountain (entire district approved)

08 - Kootenay Lake (entire district approved)

10- Arrow Lake (entire district approved)

20 - Kootenay Columbia (entire district approved)

27 - Cariboo Chilcotin (only part of district approved)

Anahim Lake	Anahim Lake
Tatla Lake Elem and Jr Sec	Tatta Lake
Forest Grove Elementary	
Alexis Creek	Alexis Creek
Likely Elem	Likely
Naghtaneqed Elem	Nemiah
Dog Creek Elem Jr Sec	Dog Creek
Big Lake Elem	Big Lake
Bridge Lake Elem	Bridge Lake
Horsefly Elem	Horsefly
Buffalo Creek Elem	Buffalo Creek

28 - Quesnel (only part of district approved)

Narcosli Elem	Narcosli
Red Bluff Elem	
Nazko Valley Elem	Nazko

Wells Elem	Wells
Kersley Elem	Kersley
Lakeview Elem	Lakeview
Barlow Creek Elem	Barlow Creek
Parkland Elem	Moose Heights
Bouchie Lake	Bouchie Lake

47 - Powell River (only part of district approved)

Texada Elem	Texada Island
Kelly Creek Elem	

49 - Central Coast (Entire District)

50 - Haida Gwaii (Entire District)

51 - Boundary (only part of district approved)

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

52 - Prince Rupert (Entire District)

54 - Bulkley Valley (entire district approved)

57 - Prince George (only part of district approved)

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

59 - Peace River South (Entire District)

60 - Peace River North (Entire District)

64 - Gulf Islands (only part of district approved)

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

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

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

2. 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.

3. 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.

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

Note: The ability to port 20 years (increased from 10 years) is effective July 1, 2020 as per Article C.2 *Seniority*.

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

Revised with housekeeping March 26, 2020

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 by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

March 26, 2020
Date

March 26, 2020
Date

Note: The ability to port 20 years (increased from 10 years) is effective July 1, 2020 as per Article C.2 *Seniority*.

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 January 30, 2015, 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, VESTA]¹ / SD No. 39 (Vancouver)
 - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
 - c. Vancouver Island West Teachers' Union / SD No. 84 (Vancouver Island West)
8. The local unions representing all members in the school districts in paragraphs 7.a through 7.c may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the collective agreement.

Agreed to on: November 26, 2012

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

¹ The references to VSTA and VESTA represent internal union organization. The reference to the Vancouver Teachers' Federation is for collective agreement matters.

Appendix A to Letter of Understanding No. 9

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

Medical Services and Supplies continued	
Hearing aids	\$3,500 per 48 months
Orthopedic shoes	\$500 per year
Orthotics	\$500 per year
Vision Care	
Maximum	\$550 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
Paramedical Services	
Naturopath	\$900 per year
Chiropractor	\$900 per year
Massage therapist	\$900 per year
Physiotherapist	\$900 per year
Psychologist	\$900 per year
Speech therapist	\$800 per year
Acupuncturist	\$900 per year
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 Elementary Beaverdell and Big White Elementary School

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

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

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

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

Signed this 11th day of April, 2013.

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

For School District 51

For Boundary Teachers'
Association

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 experienced earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.

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

Original signed by:

Renzo Del Negro

BCPSEA

April 22, 2015

Date

Jim Iker

BCTF

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

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

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

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

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

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

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

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

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

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

LETTER OF UNDERSTANDING NO. 12

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

AND WHEREAS this Memorandum of Agreement 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 2019 – 2022 BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

III. PROCESS AND ANCILLARY LANGUAGE

5. Where the local parties agree they prefer to follow a process that is different than what is set out in the applicable local collective agreement process and ancillary provisions, they may request that the Parties enter into discussions to amend those provisions. Upon agreement of the Parties, the amended provisions would replace the process and ancillary provisions for the respective School District and local union.

(Provisions to be identified in Schedule “A” to the Letter of Understanding).

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

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

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

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

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

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

agreement provisions related to compliance and remedies for class size and composition. For clarity, the restored collective agreement compliance and remedy provisions that are replaced by this provincial approach are identified in Schedule “A” to this Letter of Understanding. The Parties commit to reviewing this provincial approach in the 2022 round of negotiations.

Best Efforts to Be Made to Achieve Compliance

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

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

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

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

- School District 10 (Arrow Lakes)
- School District 35 (Langley)
- School District 49 (Central Coast)
- School District 67 (Okanagan-Skaha)
- School District 74 (Gold Trail)

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

Non-Compliance

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

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

Remedies for Non-Compliance

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

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

For classes that start after September, the District will not be required to make further changes to the composition of classes or the organization of schools

after 21 calendar days from the start of the class. It is recognized that existing “flex factor” language that is set out in the restored collective agreement provisions will continue to apply for the duration of the class.

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Section 53 – Joint Consultation and Adjustment Opportunities

1. The parties acknowledge that the collective bargaining process for the renewal of the current collective agreement fell short of achieving their goals and objectives for their respective members.
2. During the collective bargaining / mediation process it was felt that there needs to be an avenue to discuss and find resolution to workplace issues that will assist them in the next round of collective bargaining. Issues discussed during bargaining were bargaining structure, application of Best Efforts, Preparation Time and resolution of outstanding grievances where possible to assist them in the next round of Collective Bargaining.
3. The committees set out in points 4, 5 and 6 below shall enter into a Section 53 process within four (4) months, or another period as mutually agreed to by the parties, following the commencement of the 2020-2021 school year.
4. A tripartite committee consisting of representatives from BCPSEA, BCTF and government will meet to discuss bargaining structures during the Section 53 process.

If consensus cannot be reached, the mediator assigned to the Section 53 process may issue recommendations which may be accompanied by a summary report or covering letter which describes the intent of the recommendations.

The parties agree to take the mediator's recommendations to a vote of their respective members.

5. The parties agree in principle with the replacement of Best Efforts in *Letter of Understanding #12 – Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language* with a district-based process.

Implementation shall be subject to an agreement through a bipartite process.

If consensus cannot be reached, the mediator assigned to the Section 53 process may issue recommendations which may be accompanied by a summary report or covering letter which describes the intent of the recommendations.

If the parties reach a voluntary agreement or recommendations are issued and accepted by both parties, and sufficient ongoing savings are generated, then the parties agree to a *Retention Initiative Dividend (RID)* of up to one percent (1%) which shall be applied to the top step of the salary grid.

The Retention Initiative Dividend (RID) shall be effective July 1, 2021.

6. The parties agree to discuss scheduling of secondary preparation time and provision of Adult Education Teacher preparation time in a bipartite process.

If consensus cannot be reached, the mediator assigned to the Section 53 process may issue recommendations which may be accompanied by a summary report or covering letter which describes the intent of the recommendations.

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

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.

LETTER OF UNDERSTANDING NO. 15

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Maternity/Pregnancy Supplemental Employment Benefits

The parties commit to further discussions on the provision of Maternity/Pregnancy Supplemental employment Benefits.

Discussions will take place prior to June 30, 2020.

Any agreement reached will be in the form of a Mid Contract Modification.

If the parties cannot reach agreement on this issue, the grievance that has been held in abeyance will proceed to arbitration.

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 16

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Early Career Mentorship

A one-time lump sum of Twelve Million Dollars (\$12,000,000) will be prorated between the sixty (60) school districts. The parties agree that BCTF shall determine how to allocate the Twelve Million Dollars (\$12,000,000) for early career teachers to engage in mentorship opportunities

LETTER OF UNDERSTANDING NO. 17

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Potential Grievance Resolution

The parties will meet within four (4) months of the date of ratification, or another date mutually agreed to by the parties, to address the potential resolution of selected outstanding grievances related to non-enrolling caseloads, best efforts and failures to fill resulting from the implementation of the restored language.

APPENDIX A

COTA Salary Grid

Effective July 1, 2019

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,836	\$ 51,308	\$ 55,095	\$ 56,425
1	\$ 50,149	\$ 54,246	\$ 58,226	\$ 59,625
2	\$ 52,464	\$ 57,182	\$ 61,358	\$ 62,825
3	\$ 54,778	\$ 60,120	\$ 64,490	\$ 66,024
4	\$ 57,091	\$ 63,056	\$ 67,620	\$ 69,223
5	\$ 59,406	\$ 65,992	\$ 70,751	\$ 72,423
6	\$ 61,721	\$ 68,930	\$ 73,882	\$ 75,622
7	\$ 64,035	\$ 71,866	\$ 77,013	\$ 78,822
8	\$ 66,349	\$ 74,804	\$ 80,144	\$ 82,021
9	\$ 68,662	\$ 77,740	\$ 83,275	\$ 85,220
10	\$ 73,107	\$ 83,097	\$ 88,998	\$ 91,073

Effective July 1, 2020

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,793	\$ 52,334	\$ 56,197	\$ 57,554
1	\$ 51,152	\$ 55,331	\$ 59,390	\$ 60,818
2	\$ 53,513	\$ 58,326	\$ 62,585	\$ 64,081
3	\$ 55,874	\$ 61,322	\$ 65,779	\$ 67,344
4	\$ 58,233	\$ 64,318	\$ 68,972	\$ 70,608
5	\$ 60,594	\$ 67,312	\$ 72,166	\$ 73,872
6	\$ 62,956	\$ 70,308	\$ 75,359	\$ 77,134
7	\$ 65,315	\$ 73,303	\$ 78,553	\$ 80,398
8	\$ 67,676	\$ 76,300	\$ 81,747	\$ 83,662
9	\$ 70,036	\$ 79,295	\$ 84,940	\$ 86,924
10	\$ 75,301	\$ 85,590	\$ 91,668	\$ 93,805

Effective July 1, 2021

Step		Cat 4		Cat 5		Cat 5+		Cat 6
0		\$ 49,769		\$ 53,381		\$ 57,321		\$ 58,705
1		\$ 52,175		\$ 56,437		\$ 60,578		\$ 62,034
2		\$ 54,583		\$ 59,492		\$ 63,837		\$ 65,363
3		\$ 56,991		\$ 62,549		\$ 67,095		\$ 68,691
4		\$ 59,398		\$ 65,604		\$ 70,352		\$ 72,020
5		\$ 61,806		\$ 68,658		\$ 73,610		\$ 75,349
6		\$ 64,215		\$ 71,714		\$ 76,866		\$ 78,677
7		\$ 66,622		\$ 74,770		\$ 80,124		\$ 82,006
8		\$ 69,029		\$ 77,826		\$ 83,382		\$ 85,335
9		\$ 71,436		\$ 80,881		\$ 86,639		\$ 88,663
10		\$ 76,807		\$ 87,302		\$ 93,501		\$ 95,681

APPENDIX B

Positions Of Special Responsibility

Note: See Article B.1 Salary for all general wage and allowance increase percentages.

1. Level 1 – Head Teacher Designate

Date	Level 1 - Head Teacher Designate
Effective July 1, 2019	\$ 181.05
Effective July 1, 2020	\$ 184.67
Effective July 1, 2021	\$ 188.36

2. Level 2 – Principal Designate

Date	Level 2 - Principal Designate
Effective July 1, 2019	\$ 542.04
Effective July 1, 2020	\$ 552.88
Effective July 1, 2021	\$ 563.94

3. Level 3 – Department Head & Head Teacher

Date	Level 3 - Department Head & Head Teacher
Effective July 1, 2019	\$ 2,665.48
Effective July 1, 2020	\$ 2,718.79
Effective July 1, 2021	\$ 2,773.17

4. Level 4 – Consultant

Date	Level 4 - Consultant
Effective July 1, 2019	\$ 6,560.34
Effective July 1, 2020	\$ 6,691.55
Effective July 1, 2021	\$ 6,825.38

5. Level 5 – Resource Centre Librarian

Date	Level 5 - Resource Centre Librarian
Effective July 1, 2019	\$ 16,470.15
Effective July 1, 2020	\$ 16,799.56
Effective July 1, 2021	\$ 17,135.55

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