

PROVINCIAL AND LOCAL MATTERS AGREEMENT

- BETWEEN -

BOARD OF EDUCATION OF

SCHOOL DISTRICT No. 50

(Haida Gwaii)

and

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

Haida Gwaii Teachers' Association

a local of British Columbia Teachers' Federation

Effective July 1, 2019 to June 30, 2022

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

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BETWEEN THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 50 (Haida Gwaii) a corporate body established pursuant to Section 85 of the *School Act, R.S.B.C. 1996, c. 412* with amendments, (hereinafter referred to as “the Board”)

AND THE HAIDA GWAI TEACHERS’ ASSOCIATION, a local of the British Columbia Teachers’ Federation, a trade union pursuant to the *Labour Relations Code R.S.B.C. 1996, c. 244 with amendments*, (hereinafter referred to as “the Union”)

NOW THEREFORE WITNESSETH that the parties agree and covenant as hereinafter set forth:

PREAMBLE

1. The parties recognize and support the purposes of this Collective Agreement to be:
 - a. to set forth the terms and conditions of employment agreed to between the parties;
 - b. to promote harmonious relations between the Board and its officials and the Union;
 - c. to encourage cooperation in providing efficient quality education to the pupils in the District, and;
 - d. to set forth mechanisms for the expeditious settlement of disputes which may arise from time to time as to the application or interpretation of this Collective Agreement.
2. This Collective Agreement is made pursuant to and governed by the *School Act, R.S.B.C. 1996, c. 412* with amendments, and the *Labour Relations Code R.S.B.C. 1996, c. 244* with amendments and the *Public Education Labour Relations Act, R.S.B.C. 1996, c. 382* with amendments. In case of any conflict between this Agreement and those Acts and any Regulations made thereunder, those Acts and Regulations shall prevail.
3. Terms used in this Collective Agreement defined in those Acts shall have the meanings defined in those Acts.
4. Application to Contract

All of the provisions of this Collective Agreement shall apply to all teachers employed by the Board on a full-time or part-time basis unless specifically stated otherwise in a particular Article.

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*, the employer in School District No. 50 (Haida Gwaii) recognizes the Haida Gwaii Teachers' Association as the teachers' union for the negotiation in the district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in the district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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

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

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

8. Arbitration (Conduct of)

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

9. General

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

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

3. Local Provisions

- a. Any grievance that has not been resolved prior to arbitration may be referred to expedited arbitration by the party originating the grievance pursuant to A.6.6 and A.6.7 above.
- b. All grievances except the following may be referred by the party originating the grievance to expedited arbitration:
 - i. dismissals
 - ii. suspensions in excess of twenty (20) days
 - iii. policy or general grievances

ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

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

ARTICLE A.9 LEGISLATIVE CHANGE

1. In this article, "legislation" means any new or amended statute, regulation, Minister's Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2.
 - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
 - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.

3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

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

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

[LOCAL ARTICLES]

ARTICLE A.20 MANAGEMENT RIGHTS

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. The right to assign duties and to manage and direct employees in a fair, reasonable and non-discriminatory manner is vested exclusively in the Board except as otherwise specifically provided for in this Collective Agreement or applicable legislation.

ARTICLE A.21 UNION SECURITY

1. Exclusions from the Bargaining Unit

Any position that is currently included in the Bargaining Unit may not be excluded from the bargaining unit without the agreement of the parties.

The Board shall notify the President of the Union of all new positions requiring a teaching certificate (including Principal / Vice Principal positions as defined by the *School Act*), offered in the District, and submit to the President a written job description of the new position(s). It is agreed that such notice does not constitute posting of the position(s).

- a. Newly created positions requiring a teaching certificate (excluding Principal / Vice Principal positions, as defined by the *School Act*), shall be included in the Bargaining Unit unless the position is excluded by mutual agreement of the parties.

2. No Contracting Out

The employer shall not contract out work of a type and kind normally performed by members of the union.

ARTICLE A.22 UNION RIGHTS

1. Access to Information

- a. The Board agrees to furnish to the Union as soon as it is practical the following information:
 - i. audited financial reports, Board budgets as presented at public meetings, preliminary and final fiscal frameworks, and statements of final determination;
 - ii. professional employee information including a list of employees showing the name, category, experience, and staff assignment, mailing addresses and phone numbers, together with an annual list of accumulated sick leave which shall remain confidential. A seniority list is provided under Article C.2 Seniority;
 - iii. notification of appointments, reassignments, transfers, resignations, retirements, and employee deaths;
 - iv. notification of available teaching positions at the time of publication;
 - v. notification of suspensions, terminations, and less than satisfactory reports as they occur;
 - vi. agendas and minutes of all public Board meetings, and relevant attachments thereto distributed to the Board, at least twenty-four (24) hours prior to the meeting.
- b. In addition, the Board may provide other information the Union requires to fulfill its role as local representative.

2. Access to Internal Mail

The Union shall have access to the District mail service and employee mail boxes, free of charge, for communication to bargaining unit members. The Board shall endeavor to provide weekly service to the schools.

3. Access to Worksite and Use of Facilities

- a. Representatives of the Union shall be permitted to transact official Union business on school property and utilize District facilities.
- b. The Union shall be permitted to use school facilities and equipment for meetings and other Union activities.
- c. Requests for use of facilities shall be in accordance with Board Policies and Procedures, and all expenses incurred shall be charged to the Union at cost.
- d. The Union shall have the right to post notices of activities and matters of Union concern on staff bulletin boards.

4. Picket Line Protection

All teachers covered under the Collective Agreement shall have the right to refuse to cross or work behind a duly constituted picket line. Failure to report for duty for this reason shall be considered as absence without pay.

- a. Refusal to cross a picket line encountered in carrying out Board business shall not be considered a violation of the Collective Agreement nor shall it be grounds for disciplinary action by the Board.
- b. For the purpose of A.22.4, a picket line shall be considered legal until declared otherwise by the BC Labour Relations Board or the courts.

5. Release Time for Contract Negotiation

Bargaining Leave with pay shall be provided for up to five (5) members of the Union Bargaining Committee to conduct contract negotiations. The first order of business for the bargaining committee shall be the completion of a Protocol Agreement.

6. Right to Attend and Convene Meetings

School staff representatives (or their designate), elected or appointed in accordance with Union procedures shall have the right:

- a. Outside of instructional hours, to convene meetings in the school to conduct Union business;
- b. Outside of instructional hours, to be present at a Step 1 Grievance meeting between a Principal / Vice Principal and a teacher in the school or District;

- c. Subject to the safety and educational welfare of students, to be relieved of instructional duties in order to participate in a grievance, arbitration, or any other meeting with Board representatives when required to be present. Adequate notice shall be given to the Superintendent of Schools or designate when it is necessary for the representative to leave the classroom for periods that would require a replacement.

7. Right to Representation

Whenever a Principal or supervising officer requests a teacher to attend a meeting for the declared purpose of discipline, the teacher shall be informed in advance of their right to representation. The teacher and/or administrator may be represented at the meeting by a person of their choice.

ARTICLE A.23 TEACHER SUPPORT STAFF

1. Teacher Support Staff hired to assist teachers in carrying out their responsibilities and duties shall be under the direct supervision of teachers and the general supervision of a Principal / Vice Principal.
2. Formal evaluations of Teacher Support Staff are the responsibility of the Principal but directing teachers shall, upon request, provide information to the Principal to assist in writing such evaluations.
3. Teacher Support Staff shall not assume the instructional responsibility for designing the educational programs for students, or for the evaluation of students.
4. When the classroom teacher is absent from the classroom, Teacher Support Staff may continue instructional assistance as specified by the teacher.
5. Teacher Support Staff shall not be used to replace qualified teachers except when employed as substitute teachers.
6. When schedules do not allow adequate time for the teacher to confer with the assigned Teacher Support Staff, the teacher may request time during instructional hours for that purpose.

ARTICLE A.24 GENERAL PROVISIONS

1. Teacher Regulation Branch Fees

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

2. Copy of Collective Agreement

The Board and Union desire every teacher and administrator to be familiar with the provisions of this Collective Agreement and their rights and obligations under it. For this reason, the Board will provide every Haida Gwaii School District teacher and administrator with an electronic copy of this Collective Agreement within fifteen (15) days following proof-reading of the Collective Agreement, as mutually agreed by the parties, after the conclusions of negotiation. The Board will also provide three (3) coil bound copies at each teacher worksite for the staffroom, the staff representative, and the office. The Board shall supply an electronic copy of the Collective Agreement to all teachers and TTOCs, and a coil bound copy upon request. Costs shall be shared 50/50 by the Board and the Union.

3. Union Involvement in Board Budget Process

The Union shall have the right to make a formal presentation at a public meeting of the Board prior to the finalization of the Board's preliminary budget submission.

4. Policy Proposals Affecting Teachers

- a. Any proposed changes, additions or deletions to School Board policy shall be provided to the Union at least fourteen (14) days prior to the date of the next Board meeting.
- b. The Union will be given the opportunity to provide input within that period to be considered by the Board before final adoption of such policy changes.

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 retro-active 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. Rates of Pay

Regular teachers shall be paid according to their placement under the terms of Article B.20 on the Salary Grid included in Article B.1.

July 1, 2019 – June 30, 2020

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 53,285	\$ 57,814	\$ 61,183	\$ 62,367
1	\$ 55,450	\$ 60,488	\$ 64,035	\$ 65,279
2	\$ 57,616	\$ 63,161	\$ 66,885	\$ 68,193
3	\$ 59,781	\$ 65,836	\$ 69,736	\$ 71,106
4	\$ 61,947	\$ 68,510	\$ 72,587	\$ 74,020
5	\$ 64,111	\$ 71,184	\$ 75,438	\$ 76,934
6	\$ 66,278	\$ 73,858	\$ 78,290	\$ 79,848
7	\$ 68,442	\$ 76,532	\$ 81,142	\$ 82,761
8	\$ 70,607	\$ 79,206	\$ 83,993	\$ 85,675
9	\$ 72,773	\$ 81,881	\$ 86,844	\$ 88,588
10	\$ 77,186	\$ 87,091	\$ 92,385	\$ 94,247

July 1, 2020 – June 30, 2021

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 54,350	\$ 58,970	\$ 62,406	\$ 63,614
1	\$ 56,559	\$ 61,698	\$ 65,315	\$ 66,585
2	\$ 58,768	\$ 64,425	\$ 68,223	\$ 69,557
3	\$ 60,977	\$ 67,153	\$ 71,131	\$ 72,528
4	\$ 63,186	\$ 69,881	\$ 74,039	\$ 75,501
5	\$ 65,393	\$ 72,607	\$ 76,947	\$ 78,472
6	\$ 67,603	\$ 75,335	\$ 79,856	\$ 81,445
7	\$ 69,811	\$ 78,062	\$ 82,765	\$ 84,416
8	\$ 72,020	\$ 80,790	\$ 85,673	\$ 87,388
9	\$ 74,228	\$ 83,518	\$ 88,581	\$ 90,360
10	\$ 79,502	\$ 89,703	\$ 95,157	\$ 97,074

July 1, 2021 – June 30, 2022

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 55,438	\$ 60,149	\$ 63,654	\$ 64,887
1	\$ 57,690	\$ 62,932	\$ 66,622	\$ 67,916
2	\$ 59,943	\$ 65,713	\$ 69,588	\$ 70,948
3	\$ 62,196	\$ 68,496	\$ 72,554	\$ 73,979
4	\$ 64,449	\$ 71,278	\$ 75,520	\$ 77,011
5	\$ 66,701	\$ 74,060	\$ 78,486	\$ 80,042
6	\$ 68,955	\$ 76,842	\$ 81,453	\$ 83,073
7	\$ 71,207	\$ 79,623	\$ 84,420	\$ 86,104
8	\$ 73,460	\$ 82,406	\$ 87,386	\$ 89,136
9	\$ 75,713	\$ 85,188	\$ 90,352	\$ 92,167
10	\$ 81,092	\$ 91,497	\$ 97,060	\$ 99,016

8. Part Month Payments and Deductions

- a. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.
- b. A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days that month.
- c. For purposes of B.1.5.b, any prescribed day on which the teacher is on authorized leave of absence shall be deemed to be a day of work and deductions, if applicable, which are authorized by this Collective Agreement and/or statutes in respect of such leave of absence shall be made from the monthly payment required in that Article.
- d. In the event that a teacher commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be:
 - i. for teachers leaving employment with the Board, 1/20 of regular monthly salary for each day taught;
 - ii. for teachers entering employment with the Board, full regular monthly salary less 1/20 of the salary for each day not taught.

9. Application to Part-Time Teachers

- a. A regular part-time teacher is to be paid for that actual portion of time taught, on a pro-rata basis of the salary paid to a regular full-time teacher, based on the qualifications as set out in B.20.1 and experience as set out in B.20.2.
- b. Benefits applicable are to be on a pro-rata sharing except as otherwise provided for by this Collective Agreement.

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

[LOCAL PROVISIONS]

7. Long-Term Certified

When a Teacher Teaching on Call completes twenty (20) days continuous teaching in the same assignment they shall receive 1/10 of the scale placement salary from the first day of the assignment and shall earn 1.5 sick days for each twenty (20) teaching days. These sick days are cumulative and may be used during any long-term assignment of continuous teaching days.

8. Proof of Certification and Experience

All Teachers Teaching on Call are required to present proof of certification and years of experience to the Superintendent of Schools under the terms of Article B.20 Salary Grid Placement on initial placement on the list of Teachers Teaching on Call.

9. Call-Out

- a. Certified teachers shall be given first call for substitute assignments.
- b. A Teacher Teaching on Call assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.
- c. A Teacher Teaching on Call assigned to a school for a fraction of a day and not utilized, or utilized for only a portion of that assignment shall be paid for the entire fraction originally assigned.
 - i. A full morning assignment shall be considered a sixty percent (60%) assignment.
 - ii. An afternoon only assignment shall be considered to be a forty percent (40%) assignment.
 - iii. A partial morning only assignment to cover absence of a part-time teacher shall be considered to be the same fraction as the assignment of the teacher replaced, but shall not be less than forty percent (40%) nor more than sixty percent (60%).
 - iv. A combined partial morning and afternoon assignment to cover absence of a part-time teacher shall be considered to be the same fraction as the assignment of the teacher replaced, but shall not be less than the greater of fifty percent (50%) or ten percent (10%) plus the actual percentage of class or prep time assigned on that day.
- d. Teachers Teaching on Call assigned partial assignments shall not be required to be in attendance beyond the periods assigned, except as reasonably required for preparation or cleanup. By mutual agreement, the assignment may be extended to cover urgent circumstances.

10. Continuous Assignment

- a. A Teacher Teaching on Call's days of service shall not be considered broken by a non-instructional day.
- b. A non-instructional day does not count towards days of service unless the Teacher Teaching on Call is required by the Principal to be in attendance.

11. Pay Periods

The Board shall pay each Teacher Teaching on Call all wages earned in the pay period immediately following that pay period in which the record of employment was received.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

[PCA Article B.3 is not applicable in School District No. 50 (Haida Gwaii).]

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

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and

up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.

4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including their interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
8. Interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

[PCA Article B.9.1 through B.9.3 is not applicable in SD. No. 50 (Haida Gwaii) See Article B.9.4 below.]

[LOCAL PROVISIONS]

4. Pay Periods

Teachers shall be paid in ten (10) monthly installments.

- a. Except in December, a mid-month advance of approximately forty-five percent (45%) of net salary shall be paid on the last banking day preceding the 16th of the month.
- b. Except in December, the month end payment will be made on the last teaching day in the month.
- c. In December, a single payment will be made on the last banking day preceding the 16th of the month.

[See also Article B.8 Optional Twelve-Month Pay Plan]

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

Effective July 1, 2019 \$ 0.56 c/Km

Effective July 1, 2020 \$ 0.57 c/Km

Effective July 1, 2021 \$ 0.58 c/Km

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.
4. [PCA Article B.10.4.a through B.10.4.f is not applicable in School District No. 50 (Haida Gwaii).]

- g. School Districts No. 50, 72 and 85

The Board agrees to reimburse non-resident employees working in a community to which they are involuntarily transferred after July 1, 2006, or assigned as a result of the layoff/recall process after July 1, 2006. Reimbursement will be for the standard fares associated with ferry travel required due to such an involuntary transfer or assignment as described above. Reimbursement will be based upon production of receipts. Employees who worked in a community other than the one in which they resided prior to such assignment and/or transfer are not eligible for reimbursements.

School District No. 50

Effective September 1, 2008, and without prejudice to any other situation in the District, the Board agrees to reimburse C. Baran for ferry travel associated with her assignment in Skidegate while she resides outside the community and remains in her current assignment. Reimbursement will be for the standard fares associated with ferry travel required. Reimbursement will be based upon production of receipts.

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

ARTICLE B.11 BENEFITS

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

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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. Benefits Administration

a. Sign-Up

The Board shall provide each teacher with an application or enrollment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrollment form must be so noted by the teacher and kept on file by the Board.

b. Information on Benefits

The Board shall advise teachers by letter at appropriate intervals of those benefit plans available to teachers, the cost of those plans, and of those plans in which the teacher is enrolled.

c. Assistance in Claiming Benefits

The Board shall assist teachers in obtaining required benefits from the various benefit plans.

d. Pension Plan Election

The Board shall advise all eligible teachers that they are automatically enrolled in the Teachers' Pension Plan.

6. Benefits Coverage

a. Medical Insurance

The Board shall pay ninety-five (95%) of the premium cost of the Medical Services plan of B.C. for each full-time and part-time teacher employed by the Board.

b. Extended Health

The Board shall pay fifty (50%) of the premium cost of the Provincial Extended Health Benefit Plan for each full-time and part-time teacher employed by the Board. The plan will currently include the following:

- i. supplemental travel rider payable at one hundred percent (100%) reimbursement for the following Medical Travel Expenses:
 - (1) Transportation for a member and/or dependents by scheduled air, rail, ferry or bus to and from the nearest locale equipped to provide the treatment required, when ordered by the attending physician and surgeon because, in their opinion, adequate treatment is not available locally. Said transportation must be within two (2) months of referral and will not be provided to points beyond Vancouver, B.C.
 - (2) Transportation of an attendant for the patient being transported under B.11.3.b.iii.1 above, when ordered by the attending physician and surgeon.
 - (3) Accommodation in a commercial facility for the patient only, before and after medical treatment to a maximum of \$45/day for a total of seven days. Accommodation is not provided for the attendant.

c. Dental Plan

- i. The Board shall pay one hundred percent (100%) of the premium cost of a Dental Care plan for each full-time and part-time teacher employed by the Board. The Board shall retain the right to select or change the underwriters, provided that there is no reduction in the benefits for the teacher. The plan will include the following coverage:
 - (1) 100% of Plan "A" basic service
 - (2) 60% of Plan "B" prosthetic appliance, crown and bridge
 - (3) 50% of Plan "C" orthodontics (no limit). Effective July 1, 2015, orthodontics coverage is 75% per provincial minimum.
- ii. Membership in the Dental Plan shall be compulsory for all teachers except for those teachers who have proof of participation in an alternate Plan.

d. Group Life Insurance

The Board shall pay ninety-five percent (95%) of the premiums of the BCTF/BCSTA Group Insurance Plan "B" for each full-time and part-time teacher employed by the Board. Membership in this Insurance Plan shall be compulsory for all teachers.

e. Additional Coverage

The Board shall administer the following Plans, deduct monthly contributions and submit payments to the carrier with the provision that eligible members participating in the Plans shall pay the full costs of the premiums:

- i. BCTF Optional Term Life Insurance Plan
- ii. BCTF Salary Indemnity Plan (SIP)

f. Continuation of Benefits

Where a teacher is on medical leave of absence, following the termination of sick leave, as outlined in Article G.20 Sick Leave, the teacher will be entitled to continue all benefits at the teacher's expense, during the period the teacher is in receipt of BCTF Salary Indemnity Plan (Short Term) benefits and, where necessary, a further period of one calendar year where the teacher is in receipt of benefits from the BCTF Salary Indemnity Plan (Long Term) for each of the plans the teacher was a participant in at the time the absence began.

g. Maternity Supplemental Employment Benefits (SEB) PLAN [EI]

[See also Article G.21 Maternity Leave]

The Board and the Union agree to enter into a SEB Plan whereby a teacher who has been in the service of the Board for two (2) consecutive years may apply to receive ninety-five percent (95%) of their wages for the two week waiting period before collecting EI Maternity Benefits.

h. Death Benefits

- i. In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six (6) months, the Board shall pay one (1) month's salary to the beneficiary of the deceased, or to the estate if there is no beneficiary. This payment is in addition to any amount earned by the deceased up to the date on which they were last employed by the Board.
- ii. The Board shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of two (2) months after the death of the teacher. 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.

[LOCAL ARTICLES]

ARTICLE B.20 SALARY GRID PLACEMENT

1. Grid Placement: Teacher Category

Classification of teachers on the salary schedule, except as provided elsewhere in the Collective Agreement, shall be:

- a. For teachers already classified by the Ministry of Education according to the classification so established which shall relate to the Teacher Qualification Service categories as follows:

The Equivalent Teacher Qualification Service categories shall be Category 4(SC/PC); Category 5 (SB/PB); Category 5+; Category 6 (SA/PA).

- b. For all other teachers according to their category by the Teacher Qualification Service Board.

2. Grid Placement: Experience

- a. Recognition of Experience

- i. All teaching experience in government inspected schools shall be recognized and credited for placement on the salary schedule.
- ii. Evidence of experience must be provided to the Secretary Treasurer.
- iii. Adjustments to pay, namely increments, will commence on the first pay period of the month following proof of experience and shall be retroactive to the first full month for which the credit would have applied in the current or previous school year.

- b. Definition of Experience Credit

A teacher shall be allowed credit for:

- i. Experience teaching in the British Columbia public school system;
- ii. Experience teaching or appropriate administrative service with the Ministry of Education;
- iii. Experience teaching or appropriate administrative service as a certified teacher as a member of a faculty of education recognized by the Ministry of Education for certification purposes;
- iv. Teaching or appropriate administrative service in school systems of other jurisdictions where the Superintendent of Schools deems the service to be equivalent to that of employment in the public school system;

- v. Absence while on sick leave, extended sick leave (not including Salary Indemnity Plan), and regular maternity leave;
 - vi. Full-time service as a certified teacher on Leave of Absence from a school district to the local Association or the British Columbia Teachers' Federation. Similar part-time service shall be credited as for part-time teaching.
- c. Calculation of Experience Credit

The method of calculation shall be:

- i. Ten (10) months of full-time employment or its equivalent, during a school or calendar year.
- ii. Periods of part-time teaching, long-term Teacher Teaching on Call and short-term appointments may be added together for accumulation of years of experience credit, a year being the equivalent of two hundred (200) school days experience during three (3) years of teaching.
- iii. Experience credit is not interrupted by school closure, non-instructional days, strike or lock-out.
- iv. Experience credit may be granted by the Superintendent of Schools where a teacher has earned work experience in a specialized area acceptable to the Board.

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

3. Grid Placement: Procedure

a. Method of Determination

Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, subject to B.20.1 and in accordance with years of experience as determined by B.20.2.

b. Documentation by Teacher

- i. At the time of appointment or initial placement on the Teacher Teaching on Call list, the Board shall advise the teacher, in writing, of the documentation required to establish initial scale placement, the requirement to advise the Board if any delay is expected in meeting the deadlines and the procedures for re-designation and appeal of any decision with respect to scale placement.
- ii. Each teacher shall submit all documentation required by the Board to establish salary placement.

- (1) Such documentation shall be submitted within three (3) months of commencement of employment or initial placement on the Teacher Teaching on Call list, or change in categorization or certification.
- (2) The teacher shall be responsible for advising the Board, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.
- (3) Until such documents are delivered, the teacher placed on the salary grid shall be paid at Category 4 at recognized years of experience but shall receive full pay retroactively on proof of eligibility. Otherwise pay shall be adjusted commencing on the next pay period.

iii. The Board shall not refuse a request for extension of the time limits in extenuating circumstances. The Board shall advise the teacher in writing when any documentation has not been received and shall pursue the matter with the teacher.

c. Notification of Placement

The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.

d. Appeal Procedure

In the event that a teacher wishes to appeal their placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Superintendent of Schools for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the Grievance Procedure, as outlined in Article A.6 will apply.

e. No Cuts in Salary

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

f. Recovery of Overpayment

Where the Board has overpaid a teacher, the amount recovered shall apply only to overpayments in the current or previous year. The Board shall offer reasonable arrangements for repayment.

ARTICLE B.21 ALLOWANCES FOR EXPENSES

1. Professional Development Allowance

The Board shall pay an allowance for Professional Development into the Professional Development Fund in ten (10) monthly installments as established in Article **F.22**.

2. Moving/Relocation Allowance

A teacher transferred within the District at the Board’s request, and where such transfer necessitates a move, shall be moved to the new teaching position at the Board’s expense.

- a. The teacher and the Board shall jointly arrange the details of the move, to be completed at no financial loss to the teacher.
- b. Allowable costs include moving personal and household effects, and travel for the teacher and their immediate family. Travel costs include mileage and/or air travel costs, food and lodging. The costs will be reimbursed upon presentation of proof of payment to the Board.

3. Off-Island Travel Allowance

The Board shall pay an Off-Island Travel Allowance, per month, pro-rated for part-time teachers, as follows:

Effective July 1, 2019	\$ 96.26
Effective July 1, 2020	\$ 98.18
Effective July 1, 2021	\$ 100.15

ARTICLE B.22 ALLOWANCES FOR POSITIONS OF SPECIAL RESPONSIBILITY

1. Appointments

All teachers shall be given the opportunity to apply for positions of special responsibility.

2. Teacher in Charge

A teacher in charge may be appointed in a school by the school Principal, subject to the approval of the Superintendent of Schools.

- a. The teacher shall receive a monthly allowance as follows:

Effective July 1, 2019	\$ 223.32
Effective July 1, 2020	\$ 227.79
Effective July 1, 2021	\$ 232.34

- b. A Teacher Teaching on Call shall be provided as the need is identified by the Principal in consultation with the teacher-in-charge.

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

[LOCAL PROVISIONS]

6. Seniority Determination

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

- a. In Article C.2 and C.23 “seniority” means a teacher’s length of continuous present teaching service in the employment of the Board, inclusive of part-time teaching, temporary service, and long-term substituting pursuant to B.2.7 Teacher Teaching on Call Pay and Benefits.
- b. In addition to the provisions of C.2.6.a, the seniority for a teacher on a continuing contract shall include:
 - i. Teacher Teaching on call seniority accumulated pursuant to PCA Article C.2.3; and
 - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall a teacher be credited with more than one (1) year of seniority for any school year.

- c. When the seniority of two or more teachers is equal pursuant to C.2.6.a and C.2.6.b, the teacher with the greatest aggregate teaching employment with the Board, inclusive of temporary service, shall be deemed to have the greatest seniority.
- d. When the seniority of two or more teachers is equal pursuant to C.2.6.c, the teacher with the greatest number of days as a long-term Teacher Teaching on call with the Board since September 1, 1988, and prior to appointment shall be deemed to have the greatest seniority.
- e. When the seniority of two or more teachers is equal pursuant to C.2.6.d, the teacher with the earliest date on the Superintendent of Schools' appointment memorandum for the present continuous service shall be deemed to have the greatest seniority.
- f. For the purpose of this Collective Agreement, leaves of absence in excess of one (1) month for the following reasons only shall count toward length of service with the Board:
 - i. leave for duties with the Union or the British Columbia Teachers' Federation, the Teacher Regulation Branch, the Canadian Teachers' Federation;
 - ii. secondment to the Ministry of Education, a Faculty of Education or pursuant to a recognized teacher exchange program;
 - iii. leave for teaching with the Department of National Defense or Canadian Universities Services overseas;
 - iv. compassionate care leave pursuant to PCA Article G.2.
- g. Continuity of service shall not be broken by an approved leave or by termination and re-engagement pursuant to this Collective Agreement.
- h. Seniority List

The Board shall by September 15th of each year, forward to the President of the HGTA a list of all teachers employed by the Board, in order of seniority calculated according to Article C.2, setting out the length of seniority as of the first school day of that year. The Union will review the list with its members and any errors in the list shall be brought to the attention of the Superintendent of Schools on or before November 15th by the Union. The list will be updated in January.

ARTICLE C.3 EVALUATION

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

ARTICLE C.4 TTOC EMPLOYMENT

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

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

[LOCAL ARTICLES]

ARTICLE C.20 EMPLOYMENT STATUS

1. Continuing Appointments

All teachers appointed by the Board to the teaching staff of the District shall be appointed on a continuing contract of employment, except for:

- a. Temporary

Temporary appointments may be granted, for a period not to exceed one (1) year to fill positions:

 - i. Created by leaves of absence; or
 - ii. After September 30 in any school year.
- b. Teachers Teaching on Call

ARTICLE C.21 SUSPENSION / DISMISSAL / DISCIPLINE

1. Misconduct (Suspension / Dismissal / Discipline)

- a. The Board may not dismiss or take disciplinary action save and except for just and reasonable cause.
- b. Procedures regarding dismissal for less than satisfactory performance are addressed in C.21.2.
- c. Where a teacher is under investigation by the Board for any cause, the teacher and the Union shall be advised in writing of that fact and of the particulars of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified at the earliest reasonable time and before any action is taken by the Board, and the teacher shall be advised of the right to be accompanied by a representative of the Union at any interview or meeting in conjunction with such investigation or discipline.
- d. The parties shall not release to the media or the public, information in respect of the suspension or dismissal of a teacher except as agreed by both parties or except by joint release agreed upon by both parties.
- e. The Board shall neither suspend (other than a suspension to which Section 15 of the *School Act* applies) nor dismiss any person bound by this Collective Agreement unless it has, prior to considering such action, held a meeting of the Board with the teacher entitled to be present, in respect of which:
 - i. the teacher and the Union shall be given seventy-two (72) hours notice of the hearing and a written statement of the grounds for the contemplated action including all available documentation;
 - ii. twenty-four (24) hours prior to the hearing, both parties exchange all documents that will be considered at the hearing;
 - iii. the Union on behalf of the teacher may file a written reply to the allegations prior to the meeting;
 - iv. at such meeting the teacher shall be accompanied by a representative and/or advocate appointed by the Union and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to call witnesses on behalf of the teacher, and to ask questions of clarification, or procedure and information;
 - v. in the case of suspension, the meeting referred to herein may be waived by mutual agreement.

- f. Differences respecting dismissal and disciplinary action shall be subject to the Grievance Procedure in A.6.4 (Step 3) or may be referred directly to arbitration A.6.7 (Referral to Arbitration: Provincial Matters).
- g. A teacher will receive written reasons for any formal discipline at the earliest possible time, and such reasons will contain a statement of the grounds for discipline.
- h. Provided the conduct of a teacher subsequent to the decision to discipline does not give rise to the need for further discipline, the Board agrees that the statement of the grounds for discipline, and related information, shall be the material relied upon during the arbitration process.

2. Dismissal Based on Performance

- a. The Board shall not dismiss a teacher except where the Board has received three (3) consecutive reports pursuant to Evaluation Procedures, established in Article E.23 Evaluation of Teachers, indicating that the learning situation in the class or classes of the teacher is less than satisfactory. The reports shall have been issued in a period of not less than eight (8) or more than twenty-four (24) months;
- b. The Board shall not dismiss a beginning first year teacher except where the Board has received two (2) consecutive reports pursuant to Evaluation Procedures, established in Article E.23 Evaluation of Teachers indicating that the learning situation in the class or classes of the teacher is less than satisfactory. The reports shall be issued in a period of not less than six (6) or more than eight (8) months;
- c. The reports referred to in C.21.2.a and C.21.2.b shall be prepared in accordance with the process established in Article E.23 Evaluation of Teachers, and in accordance with the following conditions:
 - i. at least one of the reports shall be a report of a Superintendent of Schools, a Director of Instruction, or an Assistant Superintendent of Schools;
 - ii. the other two reports shall include only reports of:
 - (1) a Superintendent of Schools or an Assistant Superintendent of Schools,
 - (2) a Director of Instruction, or
 - (3) the Principal of a school to which the teacher is assigned;
 - (4) the reports shall be written by at least two (2) different evaluators;
 - iii. if two (2) reports are by the same person then these reports shall be written no less than six (6) months apart;

- iv. evaluators may discuss the work of a teacher and decide jointly what steps should be taken to correct any weaknesses observed, but formal reports shall be written independently.
- d. Where a teacher receives a less than satisfactory report, the teacher may:
 - i. request a transfer in which case the Board shall make all reasonable efforts to arrange the transfer of the teacher to a mutually agreeable assignment or school; or
 - ii. request and be granted leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than three (3) months nor more than six (6) months after the teacher has returned to teaching duties.
- e. Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching situation, it shall, no later than two (2) calendar months prior to the end of a school term, notify the teacher and the President of the Union of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent of Schools and the Board within fourteen (14) days of such notice.
- f. Where, subsequent to such meeting, the Board decides to dismiss a teacher pursuant to C.21.2 it shall issue notice of dismissal at least one (1) month prior to the end of a school term, to be effective at the end of that school term, setting out the grounds for such action.
- g. Where the Board takes any action against a teacher pursuant to C.21.2 a grievance in respect of such action shall, notwithstanding the Grievance Procedure, be referred to an arbitration board comprised of a representative of the Board, a representative of the Union, and a chairperson chosen by the representatives of the parties. When a matter is referred to arbitration under Article C.21, the Union shall name its representative. The Board shall notify the Union of its representative within seven (7) days of receiving such notification, and the representatives shall agree upon a chairperson within fourteen (14) days of the Union being notified of the Board representative. In all other respects the Grievance Procedure shall apply. [In Article C.21.2.g the parties shall be the BCTF and BCPSEA in accordance with A.6.7]

ARTICLE C.22 PART-TIME ASSIGNMENTS

1. A teacher with a full-time appointment to the teaching staff of the district may, without prejudice to that appointment, request a part-time assignment, specifying the percentage and length of time requested.
 - a. Requests for part-time assignments shall be submitted in writing to the Superintendent of Schools by March 31.
 - b. Each part-time assignment shall be granted for a specified term of up to one (1) school year.
 - c. A teacher wishing to continue with a part-time or job-sharing assignment must re-apply under C.22.1 or they will return to full-time employment at the conclusion of the term of the part-time appointment.
2. When a request for part-time is granted by the Board, the teacher shall be considered to be on leave of absence with respect of the time not worked.
 - a. The teacher shall be entitled to return to a similar full-time assignment at the expiration of the part-time assignment.
 - b. The Board may permit the teacher to return to a full-time assignment at an earlier date or may extend the period of part-time teaching.
3. Two teachers employed full-time by the Board may jointly request a job-sharing assignment.
 - a. Requests for job sharing assignments shall be submitted in writing to the Superintendent of Schools by March 31.
 - b. Salary shall be pro-rated according to the percentage of time worked by each teacher.
 - c. When one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata scale placement for all such work;
 - d. Each job sharing assignment shall be granted for a specified term of up to one (1) school year.

ARTICLE C.23 LAYOFF, RECALL, AND SEVERANCE

1. Layoff Procedure

When the Board finds it necessary for bona fide educational or budgetary reasons to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

- a. The Board shall give each teacher it intends to terminate pursuant to this Collective Agreement, sixty (60) days' notice in writing, such notice to be effective at the end of a school term and to contain the reason for the layoff.
- b. A list of positions held by less senior teachers shall be included with the layoff notice, such list shall be sent to the Union.

2. Teacher's Right of Recall

When a position on the teaching staff of the District becomes available, the Board shall notwithstanding any other provision of this Collective Agreement except C.23.2.c, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this Collective Agreement, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this Collective Agreement.

- a. A teacher who is offered re-engagement shall inform the Board in writing as to whether or not the offer is accepted within seventy-two (72) hours of the receipt of such an offer.
- b. The Board shall allow ten (10) days from an acceptance of an offer under C.23.2.a for the teacher to commence teaching duties; provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed, but not to exceed thirty (30) days.
- c. A teacher's right to recall under Article C.23 is lost:
 - i. if the teacher elects to receive severance pay; or
 - ii. if the teacher refuses to accept two (2) positions for which they possess the necessary qualifications; or
 - iii. twenty-one (21) months elapse from the date of termination under this Collective Agreement and the teacher has not been re-engaged.
 - iv. The Teacher accepts a continuing position with another school district.
- d. A teacher on the recall list is responsible for keeping the Superintendent of Schools informed of changes of name, address and phone number.
- e. Upon recall in a temporary position a teacher shall retain their recall status even though the recall assignment may be for a specific term. This permits the Board to employ a teacher on the recall list on temporary assignments "without jeopardizing" the teacher's right to recall otherwise retained in this Collective Agreement.

f. The Board shall maintain a recall list, published in September and updated in January. Copies of that list will be sent to each person on that list and the Union at least once during the fall and once during the spring term of each year.

g. Sick Leave

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

h. Benefits

A teacher who retains rights of recall shall be entitled, if otherwise eligible, to maintain participation in all benefits provided for in this Collective Agreement, in effect at the time. Payment of the full cost of such benefits will be made by the Board on behalf of the teacher for any remaining portion of benefits already collected by the Board and thereafter by the teacher.

3. Severance Pay

A teacher who is terminated, save and except a teacher who is terminated under or dismissed pursuant to Section 92 of the *School Act* or pursuant to Article C.21 Suspension/Dismissal/Discipline, may elect to receive severance pay as set out in Article C.23.

a. Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary for each year of service with this Board or portion thereof to a maximum of one year's salary. The salary on which severance pay is calculated shall be based on the teacher's salary at the time of their termination.

b. The teacher may elect within twenty-one (21) months of termination to receive severance pay in one (1) lump sum within thirty (30) days of election.

c. A teacher who receives severance pay pursuant to this Collective Agreement and who, notwithstanding C.23.2, is subsequently re-hired by the Board, shall retain any payment made under the terms of Article C.2 and C.23 and in such case for purposes only of C.23.2.a the calculation of years of service shall commence with the date of such re-hiring.

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

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

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

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

1. A teacher who is concerned that the physical environment or composition of their class seriously affects normal expectations for student learning is expected to bring those concerns to the attention of:
 - a. the principal of the school, and
 - b. the school Staff Committee, and Union representative.

2. PROCEDURE

a. STEP 1

The teacher shall meet with principal, with or without another member of the school staff, to resolve or to improve the situation.

b. STEP 2

In the event that the concern of the teacher is not resolved at STEP 1, then the teacher, together with a Union representative, shall meet again with the principal who shall have in attendance Superintendent of Schools or designate of the Board.

The Superintendent of Schools or designate shall participate on behalf of the Board with delegated authority from the Board to resolve the concern to the mutual agreement of the parties.

3. GENERAL GUIDELINES

a. The parties accept the principle that solutions shall be sought within available resources before requesting additional resources in staffing.

i. Additional resources shall be sought only after all other alternatives have been carefully examined.

ii. Cases which can be resolved only by employing additional staff shall then be dealt with by the Superintendent of Schools or designate in the most expeditious manner.

b. Following agreement under STEP 2, the Union shall assist in the implementation of any organizational changes in the reallocation of resources within the school or District which may be deemed to be necessary to resolve the concern.

i. These changes may include a more equitable distribution of students to classes, a change in the composition of the class or classes, a change to the physical environment, or the provision of adequate support services acceptable to the teacher.

ii. In some cases, all or a mixture of these factors may be necessary. In any case both parties shall endeavor to implement a solution even though other teachers or subordinate staff may be affected and may object

c. In the event that the procedures set out in STEPS 1 and 2 have not been followed or a solution acceptable to the teacher concerned has not been found, the teacher, together with the Union, may initiate a Grievance at STEP 3 of Article A.6 Grievance Procedure

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)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:214 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:27 ESL/ELL students	Former LOU No. 5 (2000)

ARTICLE D.4 PREPARATION TIME

[PCA Article D.4.1 through D.4.3 is not applicable in SD. No. 50 (Haida Gwaii). See Article D.20.4.]

ARTICLE D.5 MIDDLE SCHOOLS

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended

middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.

5.
 - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
 - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
 - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

ARTICLE D.6 ALTERNATE SCHOOL CALENDAR

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.

3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - d. The hearing shall commence within a further ten (10) working days; and
 - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

[LOCAL ARTICLES]

ARTICLE D.20 WORK PERIOD

1. Regular Work Year for Teachers

- a. The annual salary established for employees covered by this Collective Agreement shall be payable in respect of the teacher's regular work year.

- b. All days in session shall normally be scheduled between the first Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, Christmas break and spring break.
- c. The days in session in the regular work year of the teacher shall include:
 - i. five (5) non-instructional days for professional development;
 - ii. at least one (1) year end administrative day.
- d. The first day of Christmas break shall be on the Monday preceding December 26.
 - i. School shall reopen on the Monday following January 1;
 - ii. if January 1 is a Sunday then school shall reopen Tuesday, January 3.
- e. The first day of Spring break shall be the third Monday in March.
 - i. School shall reopen the fourth Monday in March.
 - ii. If the fourth Monday in March is Easter Monday, school shall reopen on the Tuesday following the fourth Monday in March.
- f. Any work required by the Board to be performed by teachers beyond the teacher's regular work year as specified by the school calendar shall be voluntary and paid at a daily rate of 1/200 of scale pursuant to B.1.5.
- g. No teacher shall suffer loss of pay in the event of an emergency closure of a worksite or cancellation of student attendance.
- h. No teacher shall be required to report to work or remain at work in the event of an emergency closure.

2. Hours of Work

- a. No elementary teacher shall be required to offer instruction for more than five (5) hours per day, or twenty five (25) hours per week, including preparation time.
- b. No secondary teacher shall be required to offer instruction for more than five and one quarter (5.25) hours per day, or twenty six and one quarter (26.25) hours per five (5) day week, including preparation time.
- c. Hours of work limitations shall not be triggered solely by a school staff's agreement to bank time for non-instructional days.

3. Duration of the School Day

- a. Duration of the school day in elementary school:
 - i. In elementary schools the school day for instructional purposes shall not exceed five (5) hours and thirty (30) minutes inclusive of fifteen (15) minutes for recess in the forenoon, and the total hours in the school days in any calendar week shall be twenty-five (25).
 - ii. Except in exceptional circumstances where special permission has been obtained from the Board, no elementary school shall commence instruction before 8:30 a.m., or continue it after 3:30 p.m.
- b. Duration of the school day in secondary school:
 - i. In secondary schools the school day for instructional purposes shall not exceed six (6) hours, and the total hours in the school days in any calendar week shall not be less than twenty-seven and a half (27.5) or more than thirty (30).
 - ii. Except in exceptional circumstances where special permission has been obtained from the Board, no secondary school shall commence instruction before 8:00 a.m., or continue it after 5:00 p.m.
- c. Duration of the school day limitations shall not be triggered solely by a school staff's agreement to bank time for non-instructional days.

4. Preparation Time

- a. Each full-time elementary teacher shall be entitled, on a weekly basis, to ninety (90) minutes of preparation time free from instructional and supervisory duties during the school day, exclusive of recess and lunch break. (One hundred (100) minutes effective September 19, 2014 and one hundred ten (110) minutes effective June 30, 2019.)
- b. Each full-time secondary teacher shall be entitled on a weekly basis, to a minimum of one unscheduled block out of an eight block timetable (12.5%) preparation time free from instructional and supervisory duties during the school day, exclusive of recess and lunch break.
- c. A part-time teacher shall be given a pro-rata entitlement based on their FTE assignment to the school or, if this is not practicable, an upward adjustment of the assignment to accommodate the entitlement.
- d. The assigned time shall be scheduled in modules of not less than thirty (30) minutes.

5. Supervision Duties

- a. Supervision schedules for a school shall be set by the Principal in consultation with the staff, to ensure adequate safety.
- b. No teacher shall be required to perform school supervision duties during the school's regularly scheduled lunch break.

6. Extra-Curricular Activities

- a. Extra-curricular activities are defined as being those aspects of pupils' school life provided by teachers which are beyond the activities relating to provincially and locally established curricula.
- b. While the Board and the Union agree that extra-curricular activities are an important aspect of school programs for pupils, it is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.
- c. While voluntarily involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance policies or the Board's self-insurance.

7. Staff Meetings

- a. Teachers shall attend staff meetings in accordance with the provisions of Article D.20 unless excused by their Principal.
- b. The Principal shall give seven (7) days notice of a staff meeting. Where seven (7) days advance notice is not given, teachers shall make every reasonable effort to attend the meeting.
- c. Staff meetings shall be held on school days according to D.20.1, Regular Work Year. Such meetings shall:
 - i. not commence more than one (1) hour prior to the beginning of classes;
 - ii. be limited to two (2) hours after the meeting is called to order;
 - iii. not occur during recess or lunch breaks.
- d. Teachers shall make a reasonable effort to attend staff meetings that fall outside the parameters of Article D.20. Teachers shall attend staff meetings held outside this time frame on a voluntary basis.
- e. Meetings shall be run according to standard rules of procedure.
 - i. An agenda of items shall be given to teachers with twenty-four (24) hours to prepare for the meeting.

- ii. Teachers may place items on the agenda for consideration with twenty-four (24) hours notice.
 - iii. While other persons may be invited to provide input at staff meetings, only members of the Teacher Regulation Branch shall vote on educational matters.
 - iv. Written minutes shall be maintained and copies shall be provided to staff within five (5) teaching days.
 - v. The school Principal / Vice Principal shall provide the staff with relevant information such as school-level budget and financial information, current and future staffing allocations, etc.
- f. There shall be a maximum of one staff meeting per month, except:
- i. In the case of an emergency in which there is a risk to staff and/or students; or
 - ii. an issue arises which the Staff Committee agrees merits an additional staff meeting;
 - iii. during the first and last months of the school year there may be a maximum of two.

ARTICLE D.21 PROVISION OF TEACHERS TEACHING ON CALL FOR TEACHERS AND ASSISTANTS

1. When a teacher is absent from a school the Board shall employ a Teacher Teaching on Call whenever possible.
2. When a non-enrolling teacher requests a Teacher Teaching on Call to continue an on-going program, a suitably qualified Teacher Teaching on Call shall be provided when available.
3. A Teacher Teaching on Call may be assigned other duties during teaching hours free from instructional duties provided the absent teacher has not assigned tasks related to their regular assignment.
4. Whenever a Teacher Assistant is contracted to act as a teacher substitute, the Board shall endeavor to replace the missing Teacher Assistant with a casual employee.

ARTICLE D.22 SCHOOL STAFF COMMITTEES

1. If the majority of the teaching staff in the school so decide, there shall be established a recognized staff committee in that school.

2. The size and membership of such a staff committee shall be determined by the teaching staff.
3. Subject to change by a majority vote of the school staff, the staff committee may consider any issue affecting the teaching and learning conditions within the school and make recommendations for improvement in the total teaching and learning situation.
4. The school administration shall consider written recommendations put forward by the staff committee.
 - a. Should the school administration, after consideration, not act on a recommendation of the staff committee, written reasons shall be provided to the staff committee, within a reasonable period of time, with a copy to the Superintendent of Schools.

ARTICLE D.23 TECHNOLOGICAL CHANGE

1. The Technological Change provisions and procedures set out in the BC *Labour Relations Code* shall be recognized as the requirements of this subject for the term of this Collective Agreement.

ARTICLE D.24 CURRICULUM IMPLEMENTATION

1. When new curriculum is being introduced to the District by the Ministry or the Board, at the option of either the Board or the Union it shall become the responsibility of the Board and the Union to strike a joint committee that shall make recommendations to the Board and the Union.
2. The joint committee shall comprise:
 - a. a Board trustee (optional);
 - b. the Superintendent of Schools or designate;
 - c. the Union Professional Development chairperson;
 - d. two elementary school teachers;
 - e. two secondary school teachers;
 - f. a Principal / Vice Principal.
3. The Board, its officers and the Union agree to abide by the reasonable recommendations of the Joint Committee.

4. The duty of the Joint Committee is to make recommendations to the Board and Union in the following areas:
 - a. The appropriate timing of curricular implementation;
 - b. The nature of Board funded in-service necessary prior to curricular implementation;
 - c. The nature of curricular support material necessary prior to curricular implementation;
 - d. The fairness of the curricular implementation process with respect to teaching staff, students and the community.
5. The Board agrees to provide the Joint Committee with the funds necessary for the adequate performance of its duties.

ARTICLE D.25 TUBERCULOSIS TESTING

1. Each teacher shall comply with the ministry requirement and policy statement of the Ministry of Health as adopted by the Northern Health Authority.

ARTICLE D.26 BEGINNING FIRST YEAR TEACHERS

1. The Board and the Union recognize that beginning first year teachers require priority in terms of early formative supervision.
2. The implementation of the intent of D.26.1 shall include but not be limited to the following:
 - a. an orientation program;
 - b. a mentor's program for which some release time may be granted;
 - c. thorough, careful, and early supervision;
 - d. a regular review of the teaching assignment;
 - e. priority by the Board and the Union when planning supervision and in-service activities at the District and School level.

ARTICLE D.27 HOME EDUCATION

1. Home schooled students shall have access rights to educational services on the same basis as other students.

2. A teacher accepting responsibility, outside of a regularly scheduled class, for provision of educational services to one or more home schooled students shall be given appropriate release time to enable them to provide such services.

ARTICLE D.28 HEALTH AND SAFETY COMMITTEE

1. A District Health and Safety Committee shall be established by the employer to coordinate Joint Health and Safety Committees established at worksites.
 - a. The District Health and Safety Committee shall assist in creating a safe and healthy place of work and learning.
 - b. The District Health and Safety Committee shall be composed of four (4) regular members: one (1) chosen by and representing the Union, one (1) chosen by and representing any other employee union, and two (2) chosen by the Employer.
 - c. The Chairperson and Secretary shall be elected from and by the members of the committee. Where the Chairperson is an employer member, the Secretary shall be an employee member and vice versa.
 - d. The committee shall:
 - i. Determine that regular inspections of all worksites, including a health and safety audit by WorksafeBC if necessary, are carried out as required by the WorkSafeBC Occupational Health and Safety Regulations.
 - ii. Determine that the provisions of health services as outlined in the *School Act* are carried out.
 - iii. Recommend measures required to attain compliance with the *School Act* and the WorkSafeBC Occupational Health and Safety Regulations, and the correction of hazardous conditions.
 - iv. Hold meetings at least two (2) times per year for the review of:
 - (1) reports of school level Joint Health and Safety Committees;
 - (2) reports of current accidents, their causes and means of prevention;
 - (3) remedial action taken as required by the reports of investigations and inspections;
 - (4) recommendations from the Union and other employees of the Board, and recommend implementation where warranted;
 - (5) any other matters pertinent to health and safety.

- v. Notwithstanding D.28.d.iv any party may call a District Health and Safety meeting for an emergent situation at any time.
 - vi. Record the proceedings of the committee and forward the minutes promptly to the employer and the Union.
 - vii. Ensure that copies of relevant publications are available in each school.
4. School based Joint Health and Safety Committees shall be established by the employer in accordance with WorkSafeBC regulations.

ARTICLE D.29 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS

1. When new school construction, school relocation or major school renovations are planned, the Board agrees to invite representatives, as chosen by and from the specific teaching staff(s) affected, to participate throughout the planning process. The Board shall advise the Union President of progress in the planning process.

ARTICLE D.30 SPACE AND FACILITIES

1. In consultation with the teaching staff, the Principal shall determine the best use of space and facilities in a school.

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 Article 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.

[LOCAL ARTICLES]

ARTICLE E.20 JOB ASSIGNMENT

1. Appointment to the District

The Board appoints the teacher to employment in School District #50 (Haida Gwaii / Queen Charlotte) on a continuing or temporary basis.

2. Assignment to the School

The Superintendent of Schools assigns the teacher on a full-time or specified part-time basis to a designated school or location.

3. Teaching Assignment

The Principal determines the teaching assignment of each teacher within the school.

- a. A meeting shall be held as soon as possible prior to the end of the school year for the purpose of discussing the proposed course offerings and assignments for the following year.
- b. It is the responsibility of the Principal to make such assignments in consultation with the teachers affected.
- c. Each continuing teacher shall be given their teaching assignment for the following term prior to the end of the school year.
- d. A teacher's assignment shall be based on the qualifications, training, experience, equitable distribution of workload, and personal preference of the teacher.
 - i. A teacher who is not satisfied with a proposed assignment in a school may appeal their assignment to the Staff Committee.
 - ii. The Committee may, after hearing the Principal, teacher, and any other teacher directly affected, recommend to the Principal that the teacher's assignment be changed.
 - iii. Any dispute not resolved through this process shall be referred to the grievance procedure for resolution.

4. Posting of Vacant Positions

- a. “Vacancy” means a newly created or an existing position vacated by the incumbent.
- b. Teaching vacancies and new positions shall be posted in all schools for a minimum of three (3) days, and emailed to the teacher listserv, the TTOC listserv, and on-island stakeholders. Following these three (3) days, if deemed appropriate by the Superintendent of Schools, the position may be advertised off-island. Both parties agree that a grievance shall not be filed resulting from an omission or other error in the listserves.
- c. Vacancies for paid positions of special responsibility shall be posted in accordance with this article.
- d. Vacancies of twenty (20) days duration will be discussed between the Union President and the Employer to agree upon the necessity of posting.

5. Filling Vacant Positions

- a. The Board shall fill vacancies on the basis of seniority as defined in clause C.2.1 provided that applicants have the necessary qualifications.
- b. Requests for change of assignment shall be given priority for a vacant position for which the teacher possesses the necessary qualifications.
- c. Requests given by March 31st to increase assignment may be given priority in the creation of new postings as timetable/schedule permits.
- d. Throughout this Agreement “necessary qualifications” in respect to a teaching position means the possession of a valid teaching certificate for the Province of British Columbia, and a reasonable expectation that the teacher can perform the duties of the position based on the following criteria:
 - i. Relevant teaching experience in the subject or teaching area during the past five (5) years.
 - ii. Relevant qualities such as: experience, informal training, and/or educational preparation.
 - iii. Evidence of ability to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.
 - iv. When required by the Superintendent, a written commitment by the teacher to undertake a program to achieve the qualified status prior to the commencement of the appointment.

- e. It shall be the responsibility of the teacher to ensure Human Resources personnel has on file the appropriate documentation substantiating necessary qualifications as defined in Article E.20.5.b.

6. Transfers: Teacher Initiated

Teachers may apply for transfer by request in writing to the Superintendent of Schools prior to March 31.

- a. Teachers requesting a transfer should advise their present Principal that a request for transfer has been submitted to the Superintendent of Schools.
- b. Requests for transfer shall be filled according to E.20.5, Filling Vacant Positions.

7. Transfers: Board Initiated

- a. The Superintendent of Schools may reassign teachers to positions on the teaching staff of the District.
- b. Reduction of staff and/or educationally sound concerns shall be the sole reasons for Board initiated transfers or changes in assignment.
- c. Where because of declining enrollment, a transfer is necessary during the school term, the Board shall first ask for volunteers to transfer from the school with surplus teachers. If no one volunteers, then the teacher with the necessary qualifications for the vacant position and the least district seniority in that school, shall be transferred. If the transfer of this teacher would result in the elimination of school programs due to the absence of another teacher in the school with the necessary qualifications, then this person shall be exempted from the transfer process.
- d. At least thirty (30) calendar days written notice shall be given, unless otherwise agreed to by both parties.

8. Teacher in Charge

- a. At each school or worksite, the employer shall, by June 30, post on the teacher bulletin board of each school and via district list serve, a position of Teacher in Charge. The employer will appoint, from the employees who apply, an employee to the position on the basis of seniority, provided the applicants have the necessary qualifications and are assigned to the school in question.
- b. After a period of 10 consecutive working days, the employer and a representative of the Haida Gwaii Teachers Association shall meet with the Teacher in Charge to discuss a plan of action in regard to the Teacher in Charge position.

ARTICLE E.21 STAFF ORIENTATION

1. All teachers new to the staff of the Board shall receive, within the first thirty (30) days of commencing duties, an orientation to be developed by the Board and the Union.
2. The orientation to be developed by the parties, shall be designed to acquaint teachers with the basic operation of the School District and the school as well as the teachers' rights and responsibilities as set out in the Collective Agreement.

ARTICLE E.22 EMPLOYEE FAMILY ASSISTANCE PROGRAM

1. Statement of Principle

- a. The Employee Family Assistance Program has been established to assist all employees who may have a personal problem which affects their job performance and to help them gain assistance at the earliest possible time before their condition renders them unemployable.
- b. This Program is entirely voluntary. The decision to take advantage of the Employee Family Assistance Program is always left to the individual.
- c. Both union and management recognize that almost any human problem can be successfully treated, provided it is identified in its early stages and referral is made to an appropriate treatment resource. This is true whether the problem is one of physical, mental or emotional illness; drug abuse; alcoholism; marital or family distress; financial or legal problems; or other concerns.
- d. These concerns are serious health and behavioural problems which have a potentially serious impact upon the lives of those employees so afflicted and, in turn, their families.
- e. The Haida Gwaii Teachers' Association, Canadian Union of Public Employees Local 2020 and management have established a Joint Committee, the Employee Family Assistance Committee, to implement the Employee Family Assistance Program. This Committee will include representation from all employee groups. It must be recognized that successful resolution of such problems require a high degree of employee personal motivation and co-operation.
- f. Nothing in this statement or policy is to be interpreted as constituting a waiver of the management's right to take disciplinary measures, nor of an employee's right to grieve within the framework of the respective agreement, nor of an employee's right to appeal within the provisions of the *School Act*.
- g. This statement or policy is not designed to act as a shelter for any one who is charged with a criminal offence.

2. Objectives

- a. To establish guidelines for dealing with personal problems that may cause declining work performance.
- b. To inform employees and their families about the Program.
- c. To help provide channels for correct referral for assessment, treatment and follow-up so as to ensure maximum rehabilitation.
- d. To ensure that confidentiality is maintained.

3. Definition

- a. For the purposes of this policy “we” shall be defined as any and all members of the Haida Gwaii Teachers’ Association; the Canadian Union of Public Employees Local 2020; the Board of Education; their Executive Officers; and all other Excluded staff.

4. Operation of Program

This Program is in no way meant to interfere with the private life of the employee.

5. Type of Referral

- a. Self Referral

We agree to the earliest possible utilization of the Employee Family Assistance Program on a voluntary basis for an employee showing indication of a personal problem which may affect their job performance.

- i. Any employee who feels they have such a problem is encouraged to seek help, either through Employee Family Assistance Program channels or privately.
- ii. Any decision on the part of the employee to seek help will not interfere with their position or employment. Confidentiality will be maintained at all times.

- b. Voluntary Formal Referral

In the absence of a self referral and when unsatisfactory job performance persists, if an employee’s job is in jeopardy, that employee may request a formal referral to the Employee Family Assistance Program.

- i. The key features of this procedure are:
 - (1) that the employee agrees to seek treatment from the Employee Family Assistance Program and to follow the treatment recommendations of the Employee Family Assistance Counsellor;

- (2) the Employee Family Assistance Program Counsellor will confirm the employee's participation or non-participation to the employer on a regular basis;
- (3) following the initial assessment session, the Employee Family Assistance Program Counsellor will estimate a time period for treatment. In no case will this estimate exceed six (6) months;
- (4) the employee will not be terminated during the treatment period as long as the employee is following the Employee Family Assistance Program Counsellor's recommendations;
- (5) a formal referral is a mutual agreement between the district and the specific employee. Neither party is obligated to consent to a formal referral;
- (6) the employee might choose to include a union or association representative in any formal referral discussion or to have the initial request be presented by such a representative;
- (7) at the conclusion of the estimated treatment time, the formal referral is no longer in effect. If the employee desires the protection of an additional formal referral, it must be re-negotiated. A pre-condition to the re-negotiating process is the Employee Family Assistance Program Counsellor's assessment that a further formal referral period will be beneficial;
- (8) if, at any time, the employee refuses to follow the Employee Family Assistance Program Counsellor's treatment recommendation, the Counsellor is obliged to inform the employer of the refusal and the formal referral is nullified.

6. Referral Procedures

a. Self Referral

There are various routes for an employee to self refer to the Employee Family Assistance Program.

- i. The employee can seek assistance by contacting a Joint Committee member or by directly contacting the Referral Agent provided by the Family Services Employee Assistance Program or successor.
- ii. Employees may also request direction from a shop steward, staff representative or from their supervisor.

b. Voluntary Formal Referral

i. When an employee begins to experience difficulties that effect their job performance, the supervisor should, in practice, discuss the performance with the employee.

- (1) The employee should be informed of the specific nature of the performance difficulties and be provided with a direction and an opportunity to resolve these difficulties (this may include information about the E.F.A.P.);
- (2) Only normal notations, regarding job performance, along with the date and time of the discussions are kept;

ii. If the employee elects to use the Voluntary Formal Referral, the supervisor may contact a Referral Agent or a Joint Committee member directly to make the necessary referral arrangements. Alternatively, the employee may choose any of the routes described in the Self Referral to resolve the problem;

If performance returns to normal standards and is maintained, there is no longer considered to be a problem. If, after a reasonable period of time, the employee's performance fails to return to normal standards, the supervisor would:

iii. Hold an informal interview, in a confidential setting, with the employee to again review the performance difficulties and specifically recommend that the employee consider making use of the E.F.A.P. or be subject to normal disciplinary action;

iv. If the employee elects to use the Voluntary Formal Referral, the employee may contact a Joint Committee member or Referral Agent directly to make the necessary referral arrangements or may request the supervisor to do so on their behalf.

c. If periods of time off from work are deemed necessary, leave of absence arrangements will be made by policy and/or the respective agreement's sick leave plan as for any other illness.

7. Joint Committee

There shall be a Joint Committee composed of a representative of the Board, an Executive Officer, a representative from each of the Haida Gwaii Teachers' Association, Canadian Union of Public Employees Local 2020 and Excluded staff:

- a. to review and recommend changes in the policies and procedures of the Employee Family Assistance Program;
- b. to establish the responsibilities of the staff representatives and administrative and supervisory personnel in the Program;

- c. to determine training needs for staff representatives and administrative and supervisory personnel and ensure that such training is provided;
- d. to ensure that the Program and its intent are communicated to all employees and their families;
- e. to evaluate the effectiveness of the Program and the referral agency;
- f. to receive reports from the referral agency with respect to usage of the Program without reference to individual personal information;
- g. to stay updated on school district employee benefits and make recommendations as to how they may be used in relation to the Program;
- h. to ensure the maintenance of absolute confidentiality by all persons involved in the Program.

8. Responsibilities of the Parties

a. Executive Officers (Management Team)

The Executive Officers shall be responsible:

- i. for fully understanding the Employee Family Assistance Program;
- ii. for ensuring that all employees are aware of the Program;
- iii. for encouraging employees to make use of the self-referral procedure;
- iv. for participating in such training as is provided by the Program;
- v. for having a member on the Joint Committee;
- vi. for co-operating with the treatment agency to the extent deemed reasonable in providing required information, arranging leaves or modifying assignments, where practical;
- vii. for maintaining absolute confidentiality except as provided herein.

b. HGTA / CUPE Local 2020 / Excluded Staff Representatives

The representatives for each of the Haida Gwaii Teachers' Association, Canadian Union of Public Employees Local 2020 and Excluded staff members shall be responsible:

- i. for fully understanding the Employee Family Assistance Program;
- ii. for ensuring that all employees are aware of the Program;
- iii. for encouraging employees to make use of the self-referral procedure;

- iv. for participating in such training as is provided by the Program;
 - v. for being a member of the Joint committee;
 - vi. for maintaining absolute confidentiality.
- c. Administrative and Supervisory Personnel
- The administrative and supervisory personnel shall be responsible:
- i. for fully understanding the Employee Family Assistance Program;
 - ii. for ensuring that all employees in their area are aware of the Program;
 - iii. for encouraging employees to make use of self-referral procedures;
 - iv. for participating in such training as is provided by the Program;
 - v. for recognizing deteriorating work performance which may be caused by problems capable of being treated through the Program and for recommending voluntary formal referral to the Program;
 - vi. for assessing work performance on a regular basis and reporting same to the Executive Officer responsible;
 - vii. for maintaining absolute confidentiality.
- d. Staff Representative/Shop Steward
- The staff representative shall be responsible:
- i. for fully understanding the Employee Family Assistance Program;
 - ii. for ensuring that all employees in their area are aware of the Program;
 - iii. for encouraging employees to make use of the self-referral procedure;
 - iv. for participating in such training as is provided by the Program;
 - v. for assisting in any interview upon request of the employee;
 - vi. for maintaining absolute confidentiality.

ARTICLE E.23 EVALUATION OF TEACHERS

1. The purpose of evaluation is to assess teacher competence and reinforce quality education.

2. Evaluation shall be completed within a school year. The evaluation shall be completed for each teacher no more frequently than every three (3) years and no less frequently than every five (5) years.
 - a. Evaluations must be completed for any
 - i. teacher having several areas needing improvement as identified in a previous less than satisfactory report;
 - ii. teacher for whom the Superintendent of Schools, Board, Minister or Teacher Regulation Branch requests an evaluation.
 - b. Evaluation should be completed as far as practicable, for any
 - i. teacher in their first year in the District,
 - ii. teacher with substantial changes in assignment as determined by the Principal, or
 - iii. teacher who requests an evaluation. Such requests must be made in writing prior to January 31st of the school year.
3. Formative supervision shall be provided for every first year teacher.
4. Evaluations shall be completed within a school year by a Principal / Vice Principal, a Director of Instruction, a Superintendent of Schools, or an Assistant Superintendent of Schools.
5. Evaluation procedure shall be as follows:
 - a. All reports on the work of a teacher shall be in writing.
 - b. At least ten (10) teaching days prior to commencing observations, the evaluator shall meet with the teacher to discuss the purpose of evaluation, the time span and schedule of observations, and the criteria to be used in evaluation.
 - c. Prior to each observation, the teacher and the evaluator will meet to discuss the goals and objectives for the teaching situation to be observed.
 - d. Periods chosen for evaluation shall not be at abnormal or inappropriate times and the teacher shall have the right to select up to half of the observation times.
 - e. Each report shall be based on not less than three (3) and not more than six (6) personal observations, as defined above, which reflect the teacher's assignment.
 - f. The report shall deal only with aspects of the assignment over which the teacher has both responsibility and control.

- g. Following each observation, the evaluator shall discuss with the teacher their observations. Such observations and impressions shall be provided to the teacher in the form of a written anecdotal statement within two (2) school days of the discussion.
- h. The evaluator shall give the teacher advice and assistance in overcoming any weakness observed.
- i. The report shall be based on the observations of the evaluator in the classroom. Involvement or non-involvement in extra-curricular activities, participation in union activities or matters not directly related to teaching duties are outside the scope of evaluating and reporting on the work of a teacher. Notwithstanding Article E.23.5.i, a letter of recognition for extracurricular activities shall be written upon request and forwarded to the teacher.
- j. The report will include the teacher's main area of assignment and shall comment on all instructional areas observed. Should the report not cover all areas of the assignment and/or there is a discrepancy between the teacher's assignment and their expertise or professional training, such will be noted in the report should the teacher so request.
- k. With the teacher's knowledge, evaluators may discuss the work of the teacher and may consider jointly what steps should be taken to improve performance, but any report shall be written independently based upon the writer's personal observations.
- l. The closing statement of the report shall be a statement of whether the teacher's performance is "satisfactory" or "less than satisfactory".
- m. In the event of a less than satisfactory report, the President of the Union shall be informed. The evaluator will confer with the teacher and, if requested, an advocate of the teacher's choice to develop a plan of assistance which shall include a specified date for completion and will determine the time and resources that may be required. Where a plan of assistance is implemented, it shall be completed before another evaluation is implemented.
- n. The teacher shall be given a draft report at least forty-eight (48) hours prior to the preparation of the final copy. They shall have the right of a meeting with the evaluator and an advocate of their choice if they so desire, to propose changes to the draft.
- o. Any written report of a teacher which includes areas of criticism shall include constructive suggestions and advice for improvement in these areas.
- p. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report provided that such a commentary is received by the Superintendent of Schools within thirty (30) days of the date of the final report.

- q. The final report shall be filed prior to March 31 in the teacher's personnel file at the School District office. A copy shall be given to the teacher at the time of filing, and a copy shall be retained, in confidence, by the author of the report for record purposes only. There shall be no other copies of the report filed except as required by the *School Act* and Regulations.
- r. A teacher may agree to arrange a later date for filing with the person writing their evaluation. Such an arrangement shall be in writing and shall include a specific date for filing which shall not be later than May 31.

6. Teacher Teaching on Call Evaluation

- a. At the request of a Teacher Teaching on Call, one or more single observation reports shall be provided by the Principal of a school to which the Teacher Teaching on Call is assigned.
- b. Upon completion of three (3) or more single observation reports, the Teacher Teaching on Call may request that a full formal report be drafted based on the same observations.
- c. In all evaluations of Teachers Teaching on Call, the criteria and their specific applications must be altered to suit the scope and duration of the teaching assignment upon which the evaluation is based.
- d. All reports mentioned above shall be in writing.

7. Teacher Evaluation Criteria

The following shall be the reference criteria used in preparing an evaluation report:

- a. knowledge of subject matter and child development
- b. preparation and planning
- c. instructional skills
- d. classroom management and professional relationships
- e. student achievement and management of records

8. Examples of Elements for Each Criterion are:

- a. Knowledge of Subject Matter and Child Development
 - i. demonstrates knowledge of the subject matter being taught
 - ii. utilizes knowledge of appropriate developments and trends in the subject area being taught and in child development

- iii. endeavors to keep their knowledge current and their teaching techniques effective for the teaching areas and children they are assigned
- b. Preparation and Planning
- i. develops appropriate long-term and short-term objectives providing a variety of learning experiences
 - ii. identifies daily learning objectives
 - iii. plans for sequentially ordered activities which permit flexibility in instruction
 - iv. utilizes appropriate material and personnel resources
 - v. plans for individual differences and class characteristics
 - vi. cooperates with other personnel and parents to plan and implement programs that provide for individual differences among students
 - vii. creates a physical setting that contributes to learning
 - viii. provides plans and clear directions for Teachers Teaching on Call
- c. Instructional Skills
- i. motivates students to achieve their potential
 - ii. uses various resources to promote learning
 - iii. uses relevant classroom displays and displays of student work to promote learning
 - iv. presents skills and content clearly and cogently
 - v. asks questions which promote a higher order of thinking skills
 - vi. effectively monitors individual understanding
 - vii. creates assignments which utilize, reinforce, or expand upon the content of the lesson
 - viii. involves students in experiences and activities designed to develop and stimulate thought with due consideration for individual differences
 - ix. is available to their students as a resource person

- x. employs a variety of instructional strategies with differing learning styles in mind
 - xi. conveys clearly course objectives and expectations to students
- d. Classroom Management and Professional Relationships
- i. develops positive rapport with students
 - ii. promotes positive relationships with and among students
 - iii. speaks and acts toward pupils with respect and dignity, and attempts to maintain a mutual respect between themselves and their students
 - iv. encourages students to assume responsibility for their own actions, to practice self-discipline, and to develop a positive self-concept
 - v. demonstrates consistency, respect and fairness in dealing with students
 - vi. establishes consistent routines and clear expectations for appropriate student conduct
 - vii. maintains an orderly environment and is well organized for lesson presentations
 - viii. encourages student on-task behaviour
 - ix. encourages all students to achieve to their fullest potential
 - x. maintains individually and cooperatively a high standard of professional conduct with pupils, colleagues and parents
 - xi. develops a positive classroom climate
 - xii. shares with colleagues, students and parents their educational objectives and practices
- e. Student Achievement and Management of Records
- i. establishes a variety of procedures for assessing student performance and communicates these procedures clearly to students, parents and other personnel
 - ii. interprets the results of student assessments
 - iii. identifies the reasons students have or have not met instructional objectives
 - iv. utilizes the results of student performance assessments to plan for future instruction

- v. maintains appropriate, accurate records of student achievement, attendance, and other necessary data, and reports effectively to parents
- vi. respects the confidentiality of information concerning students

ARTICLE E.24 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 a teacher, or in connection with or affecting such a teacher:
 - a. the teacher and the Union shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
 - b. the teacher 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 teacher shall have the opportunity to provide a written reply to any allegations in the appeal.
2. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the teacher(s) who made the decision.
3. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit of process contained in this Collective Agreement, or deprive the teacher of any right, benefit or process otherwise provided by law.

ARTICLE E.25 PERSONNEL FILE

1. There shall be only one personnel file for each teacher, which shall be maintained at the School Board Office in the custody of the Superintendent.
2. The Board agrees that only factual material relevant to the employment of the teacher may be placed or maintained in the personnel file.
 - a. All items contained in a teacher's personnel file shall be dated.
 - b. Letters and materials related to progressive discipline shall be copied and sent to the teacher when these items are to be placed in the teacher's personnel file.
3. After receiving a request from a teacher, the Superintendent (or designate) shall grant access to the teacher's personnel file as soon as reasonably possible. The Superintendent or designate shall be present when a teacher reviews their file, and the teacher may be accompanied by an individual of their choosing. Where the teacher is unable to attend to view their personnel file, the President of the Union (or a designated

Union Representative) with written permission of the teacher, shall be granted access to the file on the teacher's behalf.

4. The teacher may challenge the validity of any item contained in their personnel file in writing. Such challenge or request shall become part of the file if the material is not removed or corrected.
5. The employee may request to have material removed three years after filing. Removal of letters of discipline shall only be considered provided that no further material relating to the original matter has subsequently been filed. Where the Employer agrees to the teacher's request for removal of such material, such material shall be removed from the teacher's personnel file.
6. Any file relating to a teacher kept at the school shall be destroyed when the teacher leaves that school with the exception of evaluation reports which the Principal or Vice Principal has written and may retain.
 - a. The Principal of the school shall grant the teacher access to any file, records or other material relating to them, kept at the school.
 - b. Evaluation reports may be kept in the school by the author but shall be retained in the employee's personnel file when they leave that school.
 - c. In the event of a Principal or Vice Principal leaving the school, that Principal or Vice Principal shall destroy any file, with the exception of evaluation reports, they have authored in regard to a teacher.

SECTION F PROFESSIONAL RIGHTS

[LOCAL ARTICLES]

ARTICLE F.20 PRO-D GOALS

1. The Board and the Union jointly affirm the importance of Professional Development to the quality of education in the District. Accordingly, Professional Development shall be actively encouraged by the Board and its officers and by the Union.

2. The Board and the Union jointly affirm that the goal of Professional Development is the advancement of professional practice and understanding in the teachers of the District. Each professional teacher should be encouraged and assisted throughout their career to achieve the following goals:
 - a. understanding and application of a professional code of ethics and conduct

 - b. achievement of the highest possible standard of professional training and practice

 - c. commitment to self-directed continuing education

 - d. assistance in the development of colleagues and the profession.

ARTICLE F.21 PRO-D COMMITTEE

1. For the purposes of achieving the Pro-D Goals (Article F.20) the Board and the Union shall establish a Professional Development Fund to be controlled and administered by a Joint Professional Development Committee. The Committee shall have the responsibility for adopting guidelines and procedures which take fairly into account the professional development needs of individuals, schools, or groups of teachers or schools, in the best interest of education in the District.

2. The Joint Professional Development Committee shall be chaired by the Union's Professional Development Chairperson and shall comprise:
 - a. one Board trustee (optional);

 - b. the Superintendent of Schools or designate;

 - c. one teacher from each school;

 - d. the Union's professional development chairperson;

 - e. and a Principal / Vice Principal (optional).

3. All decisions relating to professional development at the school level, including the use of funds and the use of professional development days, shall be made by school Professional Development Committees, elected by school staffs.

The school Professional Development Committees shall be comprised of:

- a. one (1) Principal or Vice Principal;
- b. at least two (2) members of the Union on the school staff;
- c. the committee shall elect its own chairperson.

ARTICLE F.22 PRO-D FUNDING

1. Professional Development shall be funded by an allowance paid to each FTE teacher, pro-rated for part-time teachers.
 - a. The Board shall contribute an amount equivalent to one percent (1%) of a teacher's annual salary (rounded to the nearest dollar) at Category 5 at 6 years' service.
 - i. The allowance shall be paid regularly into the Professional Development Fund in ten (10) monthly installments.
 - ii. The same amount shall be deducted by the Board from the salary of each teacher in receipt of allowances as part of the HGTA dues in accordance with Article F.22 and paid directly into the Professional Development Fund.
 - b. The Union shall contribute \$100 per FTE teacher, pro-rated for part-time teachers. The amount shall be paid regularly into the Professional Development Fund in ten (10) monthly installments;
 - c. Programs which may create a shortfall shall be planned in cooperation with the Board so that sufficient funds are available to ensure the continuance of the Professional Development Program.
2. Any credit balance or deficit of the Professional Development Fund shall be carried forward to the next school year and reallocated at the discretion of the Professional Development Committee.
3. Records pertaining to the fund shall be maintained by the Chairperson of the Professional Development Committee and shall be subject to the usual audit procedures and standards of the Board.
 - a. The Professional Development Chairperson shall provide the Board with an accounting report December 31 and May 31 of each year.

- b. The financial records of the Professional Development Committee shall be subject to an audit, with cost charged to the Professional Development Fund, as of June 30 of each year.
- c. All financial audit reports shall be provided to the Board.

ARTICLE F.23 PROVISION OF PRO-D SUBSTITUTES

- 1. Substitute costs incurred by teachers on professional development leave from normal duties shall be charged by the Secretary Treasurer to the Professional Development Committee and shall be invoiced monthly.

ARTICLE F.24 ATTENDANCE AT PROFESSIONAL DEVELOPMENT ACTIVITIES

- 1. All teachers will attend District or school based professional development activities when schools have been closed for that purpose.
 - a. Attendance at such activities is compulsory except when a teacher is on authorized leave or on an alternate assignment prearranged with the Principal who must consult in advance with the school professional Development Committee in order for the Committee to plan meaningful professional development events.
- 2. Attendance at all other Professional Development activities shall be strictly voluntary.

ARTICLE F.25 NON-INSTRUCTIONAL DAYS

- 1. For the purposes of this Collective Agreement, the following definitions shall be used:
 - a. Non-instructional days are non-teaching days approved by the Board.
 - i. Regular non-instructional days are five (5) non-instructional days, approved by the Board, to which a school staff is entitled.
 - ii. Banked-time non-instructional days are up to three and a half (3.5) non-instructional days available to each school staff, the time of which is generated by additional time of instruction provided during regular instructional days.
- 2. All non-instructional days shall be considered as regular instructional days for the purposes of salaries and benefits.
- 3. All non-instructional days shall be used only for staff-chosen Professional Development activities as approved by the school Pro-D Committee. Proposals will be forwarded from the Principal to the Superintendent of Schools who maintains the right of refusal.

ARTICLE F.26 FIRST AID

1. Each teacher in School District No. 50 may be given the opportunity to acquire or renew a certificate in first aid. Material and course costs will be covered by the Board.
2. First aid courses may be held on non-instructional days. However, where only small numbers of teachers are involved, release from regular instructional duties to attend first aid courses may be granted with substitute costs to be borne by the Board.
3. Application shall be made to the Superintendent of Schools through the Principal of the school.

ARTICLE F.27 SCHOOL ACCREDITATION

1. The Board and the Union agree that the following terms and conditions should expedite the process:
2. General
 - a. The purpose of school accreditation is to provide school staffs with an opportunity to develop, in cooperation with their local communities, the best possible school climate and selection of programs.
 - b. Resources as provided in the Block Funding shall be used as determined by the School Accreditation Committee.
 - c. Resources provided for follow-up activities in the Block Funding shall be so used.

ARTICLE F.28 TEACHER UPGRADING

1. The Board shall encourage teacher upgrading by:
 - a. assisting in the provision of courses locally;
 - b. providing financial assistance towards the cost of such local initiatives; and
 - c. reimbursing teachers for costs of off-island courses and materials pre-approved by the Superintendent of Schools.

ARTICLE F.29 PROFESSIONAL AUTONOMY

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

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.20 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 Article G.2.1 above, shall incorporate any expanded definition of "family member" that may occur through legislative enactment.)
[See also Article G.22.3 Family Leave for other compassionate leaves.]

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.

[See also Article G.22.3 Family Leave.]

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. **[See also Article G.4.5.]**

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

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), 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 clauses 1 and 2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of this clause “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.

[See also Article G.4.6.]

- 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 may be granted upon written request to the Superintendent of Schools.
- 6. In the event of the death of any relative not mentioned in Article G.4.1 or a friend of the teacher, the teacher shall be entitled to special leave for one (1) day, with pay, for the purpose of attending the funeral and additional days, if necessary, for travel. See also Article G.4.3 for unpaid leave.

[See also Article G.22 Short Term Leaves]

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.

[See also Article G.22.4 Leave for Personal Reasons]

ARTICLE G.6 LEAVE FOR UNION BUSINESS

1. a. Any union member shall be entitled to a leave of absence with pay as authorized by the local union or BCTF and shall be deemed to be in the full employ of the board.
b. 'Full employ' means the employer will continue to pay the full salary, benefits, pensions contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.
2. The local or BCTF shall reimburse the board for 100 per cent of such salary, benefits, pension contributions and all other contribution costs upon receipt of a monthly statement.
3. Where a Teacher Teaching on Call (TTOC) replaces the member on union leave, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the TTOC.
4. Where a non-certified replacement is used, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the replacement.
5. Where teacher representatives are requested by the board to meet on union-management matters during instructional time, representative(s) shall be released from all duties with no loss of pay.

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

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

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

7. Such leave will be granted subject to the availability of a qualified replacement and educational needs of the school district. The request shall not be unreasonably denied.
8. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

Elected union officer release

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.

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.

[LOCAL ARTICLES]

ARTICLE G.20 SICK LEAVE

1. Sick leave shall ensure that the teacher receives full pay while absent from school for reasons of illness, medical disability, or quarantine.
 - a. Any days which the teacher has been absent with full pay for the reasons of illness, medical disability, or quarantine shall be charged against any sick leave accumulated by the teacher. A maximum of one hundred and twenty (120) days may be used in any school year.
 - b. A teacher on sick leave or requesting medical leave may be required to obtain a written statement from a registered medical practitioner or the Board's Medical Officer indicating inability to work.

2. Accumulation of Sick Leave Days

Teachers will be advised of their accumulated days as of the previous June 30 in September of each year. In addition, the Board shall forward a final statement to all teachers who leave the employ of the Board and who have provided a forwarding address.

- a. Sick leave accumulated by each teacher prior to June 30, 1988, shall continue to be credited to that teacher.
- b. A teacher shall accumulate sick leave days, pro-rated to the assignment, at the rate of one and a half (1.5) pro-rated days per month to a maximum of fifteen (15) pro-rated days per year to be credited at the beginning of the assignment.
- c. Sick leave unused in any school year shall accumulate to the benefit of the teacher's record of sick leave.
- d. Upon return from leave, or on re-engagement, a teacher shall receive all unused sick leave unless otherwise provided for in the Collective Agreement.

3. WorkSafeBC Payments

- a. Compensation received from WorkSafeBC for a work-related illness or injury shall be paid to the Board and the teacher shall continue to be paid full salary for six (6) months with no charge against the accumulated sick leave.
 - i. Subsequently, the difference between regular salary and the compensation payment shall be charged against the teacher's sick leave credit until no accumulated sick leave remains, whereupon the teacher will receive the WorkSafeBC payments directly and the Board's responsibility to maintain salary and benefits shall cease.

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

4. Board Recovery of Sick Leave Overpayments

Upon cessation of employment, recovery of any sick leave overpayment shall be made by deduction from the teacher's final cheque or in extenuating circumstances, by mutual agreement.

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

ARTICLE G.21 MATERNITY LEAVE

[See also B.11.6.g Maternity SEB Plan [EI]]

1. Short-Term Maternity Leave

As soon as the condition of pregnancy has been established and upon written request to the Superintendent of Schools stating the expected date of birth, a pregnant teacher shall be granted a leave of absence:

- a. as provided for in the *Employment Standards Act*, or
- b. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester;
- c. credit for increments shall be granted if a teacher has taught six (6) months in a school year in which Leave of Absence has been taken.

2. Extended Maternity / Parental Leave

- a. Teachers granted leave under G.21.1 who choose not to return to work at the expiration of that leave may apply for extended maternity / parental leave, four (4) weeks prior to the start of a semester or term or by May 31 in respect to leave expiring on June 30;
- b. Leave shall be granted upon request, for either parent, for a period of up to a maximum of thirty (30) school months, with return to coincide with the commencement of a term or semester;
- c. Credit for increments and for cost to the Board of benefits do not apply to extended maternity / parental leave.
- d. Teachers applying to return to employment following extended maternity / parental leave shall make application on or before May 31 in the calendar year of which they wish to return to employment.

- e. Teachers who are on extended maternity / parental leave who do not give the Board the required notice of their intention to return to teaching shall be deemed to have resigned and the Board shall give one month's notice to this effect to the teachers.

3. Use of Sick Leave

If at the end of the agreed upon period of leave in G.21.1, the teacher is unable to return to duty because of ill health, they shall present the Board with an acceptable medical certificate and shall qualify for their sick leave provisions.

4. Early Return and Emergency Situations

- a. in the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may be permitted to return to duty earlier than provided in the agreed upon leave;
- b. the teacher intending to make an early return to duty shall submit a written application and a medical certificate stating fitness to work;
- c. in emergency situations, the teacher's application for leave will be considered on shorter notice;
- d. a terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act* and the maternity and extended maternity leave provisions of the Collective Agreement.

5. Extended Maternity Leave Benefits

When a teacher has been granted extended maternity leave the Board will pay its share of all benefit premiums during the period of the leave, if the teacher so requests and makes suitable arrangements for the continuation of their share of the premiums.

6. Adoption

In the case of adoption, maternity leave shall be granted on request and shall commence from the date of arrival of the child in the home. All the provisions of Article G.21 shall apply including all rights guaranteed under the *Employment Standards Act*. Leave shall be granted to either parent, or both, if both are employees of the Board.

7. Assignment

- a. a teacher returning from short-term maternity leave within a school year shall be reassigned to the same school whenever possible;
- b. a teacher returning from extended maternity leave shall be assigned to a reasonably comparable position within the District.

- c. these items notwithstanding, a teacher may choose to apply for a transfer to another position.

ARTICLE G.22 SHORT TERM LEAVES

1. Authority / Process / Procedures

- a. Requests for leave of absence are to be submitted through the Principal of the school to the Superintendent of Schools using the request for leave of absence form.
 - i. Request forms, complete with supporting documents, should be filed at least two (2) weeks before the effective date of leave of absence in order to provide time for the approval to be processed.
 - ii. Sufficient details should be provided so that the request can be processed without further reference to the applicant.
- b. No teacher is to take leave without approval:
 - i. When the approval has not been received by the date of the requested leave it may be obtained by the Principal contacting the Superintendent of Schools.
 - ii. Emergency leaves may be approved by the Principal and are subject to the follow-up request in writing to the Superintendent of Schools.
- c. All personal leaves require that a replacement is available.
- d. Calculation of Leave Without Pay

Deductions for such leave shall be computed on the basis of the following formula:

$$\frac{\text{Number of DAYS absent} \times \text{ANNUAL SALARY}}{200 \text{ DAYS}}$$

- e. Leaves of Absence Cap
 - i. Leave of absence, with pay or at cost of short-term Teacher Teaching on Call, shall not exceed five (5) teaching days per school year in total, for the following leaves:
 - (1) Leave for Personal Reasons
 - (2) Leave for Exceptional Circumstances

- (3) Travel time, over and above that necessary for taking the last scheduled means of transport, for any short term leave.
- ii. Leaves of absence in excess of this five (5) day cap may be granted and shall be without pay.

2. Leave for Jury Duty and Appearances in Legal Proceedings

Upon written request, the Board shall grant leave of absence with pay to any teacher summoned for jury duty or required to attend any legal proceedings by reason of subpoena.

- a. A teacher on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowances.

3. Family Leave

- a. Leave of absence at cost of short-term replacement may be granted for illness or injury of a family member serious enough to require the presence of the teacher or requiring travel off-Island.

[See also PCA Article G.2 Compassionate Care Leave for long-term compassionate leave.]

- b. The Board recognizes that at the time of the birth of a child, or time of adoption or legal guardianship, the family commitment may make it difficult for a parent to carry out their regular teaching responsibilities.
 - i. At the time of birth of a child, the Board shall grant the parent up to three (3) full days' leave of absence with pay.
 - ii. At the time of adoption or legal guardianship, the Board shall grant parents up to one (1) full day's leave of absence with pay.

[See also PCA Article G.3 Family Responsibility Leave.]

4. Leave for Personal Reasons

- a. Leave of absence at cost of short-term Teacher Teaching on Call may be granted for personal reasons such as:
 - i. candidacy in a municipal, regional, provincial or federal election;
 - ii. the attendance at a seminar or conference that is political, cultural, religious;
 - iii. participation in an official sporting event;
 - iv. for urgent personal business;

- v. a delegate or a representative of a community organization, or
 - vi. a teacher elected or appointed to municipal, provincial government, or regional district offices or public board.
- b. Discretionary leave with pay to a maximum of:
- i. one (1) day per year, not cumulative, may be granted to members with two (2) or more years' service to the District;
 - ii. two (2) days per year, not cumulative, may be granted to members with five (5) or more years' service to the District.

[See also Article G.5 Unpaid Discretionary Leave]

5. Travel Delay

Teachers who are unable to return to work because of travel-delay, and who do not notify the Principal of the school or the Board Office, as soon as possible, will be considered on unauthorized leave in direct contravention of the *School Act*. These instances will receive automatic referral to the Personnel Committee for final decision of the Board.

- a. Teachers who are delayed in returning to their schools solely due to maintained road closure, and who notify the Board as soon as possible, shall be charged incurred costs of short-term replacement.
- b. Teachers on Board approved leave of absence who suffer travel delay solely because of maintained road closure, equipment failure, or cancellation or delay of a scheduled public carrier, and who notify the Board under G.22.6, shall receive the required extension of the leave provided the next available public carrier is taken.
- c. Teachers not on Board approved leave of absence and who suffer travel delay because of cancellation of arrival by scheduled public carrier on-island more than eight (8) hours before start of class on the next school day, and who notify the Board under G.22.6, shall be charged the cost of a short-term Teacher Teaching on Call, provided the next available public carrier is taken.
- d. Teachers not covered by G.22.6.a, G.22.6.b or G.22.6.c shall have deductions for this leave based on 1/200 of annual salary.

6. Leave to Attend Retirement Seminars

- a. A teacher who is forty (40) years of age or older shall be granted, upon request, up to a maximum of one day's leave of absence, with pay, on one occasion, to attend a BCTF sponsored retirement planning seminar.
- b. In all other cases the cost of a short-term Teacher Teaching on Call will be charged.

7. Exceptional Circumstances Leave

From time to time, circumstances may arise under which a teacher may request a leave of absence and, because of which, a deduction of a full day's pay is deemed to be inappropriate. The deduction from the teacher's salary shall be the cost of a short-term Teacher Teaching on Call. Examples of such leave may include:

- a. Attendance at a professional development activity which cannot be funded by the joint Board/Union Professional Development Fund.
- b. Activities of benefit to the community but which are not covered under G.22.5.a.
- c. Situations, other than subpoena, under which a teacher is asked to appear before a duly constituted court, coroner's inquest, or commission hearing.
- d. Other circumstances approved by the Superintendent of Schools.

ARTICLE G.23 LONG-TERM LEAVE

1. Eligibility

- a. A teacher is eligible for long-term leave of absence after they have completed three (3) years' service in the District.
 - i. No more than: one (1) teacher per school for schools of less than ten (10) full-time equivalent teachers; two (2) teachers per school for schools of ten (10) or more full-time equivalent teachers; or five (5) teachers in the District may be granted long term leave in any one (1) year. Leaves under this Article shall be for a period of up to ten (10) months to end June 30th or December 31st of the same school year, or in the case of teachers working in a secondary school, at semester break.
 - ii. Leaves associated with the Deferred Salary Leave Plan are included in these totals.
 - iii. Preference will be given to those teachers who are engaged in professional development.

- b. Notwithstanding the above, a teacher elected as a Member of Parliament or Member of the Legislative Assembly, shall be granted an appropriate long-term leave of absence under reasonable terms of notice to the Superintendent of Schools.

2. Application Procedure

The teacher must apply in writing to the Superintendent of Schools not later than March 31st for the following school year.

3. Leave End Procedure

The teacher on leave must inform the Superintendent of Schools in writing, not later than March 31st of the calendar year in which they are due to resume teaching, of their intention to return.

- a. Such notice will be interpreted as commitment to a contract of employment effective July 1.
- b. Failure to provide this notice shall be construed as being a resignation, effective June 30th of that year.
- c. Returning teachers must provide the Superintendent of Schools with the teaching assignment and school preferences not later than March 31st. Every attempt will be made to place the teacher accordingly.

ARTICLE G.24 DEFERRED SALARY LEAVE PLAN

- 1. The Board and the Union shall enter into a Deferred Salary Leave Plan provided the practice remains legal.

2. Preamble

- a. The Board of Education and the Haida Gwaii Teachers' Association have joined together to implement the Deferred Salary Leave Plan in recognition of continuous service for those teachers who may wish to take a preplanned leave of absence from their teaching duties with School District No. 50.

3. Purpose

- a. The purpose of the plan is to allow teachers to take a year's leave of absence with the assurance that the salary which had been deferred will be available to them during the leave of absence and taxes to be applicable upon receipt of monies not when monies are earned.

4. Carrier

- a. The carrier for this plan is Canadian Western Trust.

5. Eligibility

The eligibility to participate in the Deferred Salary Leave Plan will be governed by regulations covering limitation on entry to the plan, participation on a yearly basis and within any given school.

- a. In making application, participating teachers must clearly set out the actual year in which the leave is to be taken.
 - i. A teacher not currently eligible for Long-Term Leave under G.23.1.a may apply to enter the plan but must be eligible for Long-Term Leave in the year the leave is actually taken.
- b. Eligibility criteria is agreed as being:
 - i. Entry into the Plan at the District level shall be limited to four (4) persons in any given year.
 - (1) Only two (2) of the four (4) may be scheduled for leave of absence in the same year.
 - (2) The other two (2) must select another year.
 - ii. In order that this Program does not interfere with any school operation, a formula will be used of fifteen percent (15%) or one (1) person per school whichever is the greater.
 - iii. The onus is placed upon the teacher participant to set out clearly in the original application request the year in which the leave is to be taken.
 - iv. Maximum applications which will be granted in any given year will be two (2) participants.

6. Application Procedure

- a. The application deadline is on or before March 31st in any given year.
- b. All applications must be in writing and all responses are to be in writing with final notification to be received no later than May 15th in any given year.
- c. The selection is first based on the seniority of the applicant within the District. After seniority factor has been addressed consideration may be given to professional development or upgrading of qualifications.

7. Administration of the Plan

The administration of the plan is the responsibility of the Secretary Treasurer.

a. Pension Payments

Pension payments during the deferment period are based on salary earned.

b. Experience Credit

The actual leave of absence year, while not counted as teaching experience, will not be considered as broken service in the District.

c. Bank Accounts

Bank accounts set up for administration of the plan will be by authority of the Board of Education.

ARTICLE G.25 MEDICAL SITUATIONS IN THE SCHOOL

1. A teacher who is ordered home because of a medical situation in the school shall not have the day(s) absent for this reason deducted from their sick leave account.

ARTICLE G.26 PARTIAL MEDICAL LEAVE

1. Where a full-time employee produces a medical certificate stating that the employee, while unable to work full-time, is capable of working part-time, the employee's assignment may be reduced or they may be reassigned to another position mutually agreed upon by the teacher and Superintendent of Schools.

SIGNATURES

Signed at the Village of Queen Charlotte, BC, this 7th day of February, 2023

Manu Madhok

Manu Madhok, Interim Superintendent of Schools
School District No. 50 (Haida Gwaii)



Tammy Gates, President
Haida Gwaii Teachers' Association

Leanne Bowes

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



Clint Johnston, President
BC Teachers' Federation

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Designation of Provincial and Local Matters

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

6. Effective date of local matters items:

- a. Agreements ratified by the school district and local union shall be effective upon the ratification of the new Provincial Collective Agreement unless the timelines are altered by mutual agreement of the provincial parties.

Signed this 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/interfacing
16. Grievance/Arbitration (including Expedited) Procedure and Troubleshooter

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

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

<p style="text-align: center;">Appendix 2 LOCAL MATTERS</p>

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.

January 22, 2021 - Local Matters.

**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

School District No. 50 (Haida Gwaii) & HGTA July 1, 2019-June 30, 2022
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**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”

School District No. 50 (Haida Gwaii) & HGTA July 1, 2019-June 30, 2022
Final Version: January 18, 2023

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).

[Not Applicable in School District No. 50 (Haida Gwaii).]

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

[Not Applicable in School District No. 50 (Haida Gwaii).]

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:

Jacque Griffiths
For BCPSEA

Susan Lambert
For BCTF

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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)

LETTER OF UNDERSTANDING No. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
 - Both K – 12 and adult education seniority are contained on a single list in both districts.
 - Normal rules of porting apply.
 - No more than 1 year of seniority can be credited and ported for any single school year.
 - Maximum of 20 years can be ported.

2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
 - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
 - Both lists remain separate when porting.
 - Up to 20 years of K – 12 and up to 20 years of adult education can be ported to the corresponding lists.
 - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
 - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will

remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

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

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

Signed this 26th day of March, 2020

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

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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

March 26, 2020
Date

Teri Mooring
For BCTF

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*.

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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:

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- 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

Revised: May 13, 2015

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.
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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**

Not applicable in School District No. 50 (Haida Gwaii).

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.

School District No. 50 (Haida Gwaii) & HGTA July 1, 2019-June 30, 2022
Final Version: January 18, 2023

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 proceeding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30th of the proceeding 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:

School District No. 50 (Haida Gwaii) & HGTA July 1, 2019-June 30, 2022
Final Version: January 18, 2023

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 proceeding school year for a transfer for TTOC experience credits earned up to and including June 30th to take effect on August 31st of the following school year.

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

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

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

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

Teacher Signature

Date Signed

District Receipt Confirmed

Date of Receipt

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

LETTER OF UNDERSTANDING NO. 12

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

AND WHEREAS this 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.

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Alan Chell, BCPSEA Board Chair

Teri Mooring

Teri Mooring, President

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.

LOCAL LETTERS OF UNDERSTANDING/INTENT

MEMORANDUM OF UNDERSTANDING

Priority List

The Board and the Union agree that effective June 29, 1993, E.20.5.a.ii of Article E.20 Job Assignment shall be removed from the agreement. This clarifies the fact that a Teacher on Leave of Absence has not vacated a position.

Signed this 25th day of October, 1993

Haida Gwaii
Teachers' Association

Board of Education
School District No. 50

"Jan Walsh"
President

"Frank Collison"
Chair of the Board

"Karen Butler"
Secretary

"William Roper"
Secretary Treasurer

"Betty Lockhart"
Witness
(as to both signatures)

"Betty Lockhart"
Witness
(as to both signatures)

"October 26, 1993"
Date

"October 26, 1993"
Date

LETTER OF UNDERSTANDING

Between

Board of Education for School District No. 50 (Haida Gwaii)

And

Haida Gwaii Teachers Association

Re: Teacher and Support Staff Conferencing

The parties hereby agree that during the term of this agreement and as soon as possible following the conclusion of negotiations the parties will:

1. Meet to establish in-school procedures to allow Teachers and Education Assistants to meet to confer regarding special needs students in their classes.
2. The Superintendent agrees to establish a committee of Principals, HGTA members and members of CUPE Local 2020 to facilitate such meetings.
3. The Board agrees that this will in no way limit or eliminate teacher preparation time defined in Article 20 (4).

This letter of understanding is effective June 2, 2011.

Signed this 2nd day of June, 2011.

For the Employer:

“Angus Wilson”
Superintendent

For the Union:

“Evelyn von Almassy”
President of HGTA

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