

**Working Document – School District 37**

**PROVINCIAL COLLECTIVE AGREEMENT**

BETWEEN -

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

**Board of Education in School District No. 37 (Delta)**

**(The “Employer”)**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION/**

**Delta Teachers' Association**

**(The “Local”)**

**AS IT APPLIES IN S.D. #37 (DELTA)  
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 B.C.T.F. and B.C.P.S.E.A. under the Public Education Labour Relations Act, as those terms and conditions are applicable to this School District. In the event of dispute, the original source documents would be applicable.

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## **PREAMBLE**

- 1.1 The two parties recognize and support the purposes of this agreement as being to:
- a. promote harmonious relations between the Board and its managers and the Teachers' Association and its teachers;
  - b. encourage cooperation between the Board and the Delta Teachers' Association in the provision of efficient, quality programs and services for the pupils of the district;
  - c. set forth the terms and conditions of employment agreed to between the parties;
  - d. set forth mechanisms for the expeditious resolution of differences which may arise from time to time as to the application or interpretation of the Agreement.

## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

### 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*.



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

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

## **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.

## **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.

#### **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.

## **A.6: GRIEVANCE PROCEDURE**

### **1. Preamble**

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

### **Steps in Grievance Procedure**

#### **2. Step One**

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

#### **3. Step Two**

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

#### **4. Step Three**

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

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

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

## **5. Omitting Steps**

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

## **6. Referral to Arbitration: Local Matters**

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

## **7. Referral to Arbitration: Provincial Matters**

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

in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.

- iii. Each party shall determine who shall attend the meeting on its behalf.

## **8. Arbitration (Conduct of)**

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

## **9. General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.

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

## **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.

#### **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.

#### **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.

#### **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 PROVISIONS**

### **A.21: RIGHT TO REPRESENTATION**

1. A representative of the Union will attend a meeting between a Union member and an Administrative Officer or a Board representative if the meeting is, or becomes, discipline related, or if any of the parties believes a representative of the Union should be present.
2. Should a meeting as described in A.21.1 above become discipline related, the Administrative Officer or Board representative shall not proceed with the meeting until a representative of the Union is provided by the Union to the teacher.
3. A representative of the Union shall be released from teaching duties without loss of pay in order to attend a meeting as described in A.21.1 and A.21.2 above.

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

1. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.
2. Except as mutually agreed upon between the Board and the Union, the Board shall not contract out duties of the type and kind that would normally and regularly be performed by a teacher.

### **A.23: ACCESS TO WORKSITE**

1. Authorized representatives of the Union shall have the right to access the work site to transact Union business.
2. Such access shall not disrupt school business, except in emergent circumstances, nor be arbitrarily denied.
3. The usual school visiting procedures shall be followed.

### **A.24: USE OF SCHOOL FACILITIES**

1. The Union shall have reasonable access to the use of school facilities and equipment for meetings.

#### **A.25: BULLETIN BOARDS**

1. The Board shall provide a bulletin board for Union use in each school staff room. Material posted on the board shall be initialed by a Union staff representative at each school.

#### **A.26: INTERNAL MAIL**

1. The Union shall have reasonable access to inter-school mail services.

#### **A.27: ACCESS TO INFORMATION**

1. The Board, upon request by the Union, agrees to provide within five (5) days or as soon as possible the following:
  - a. lists that will provide such information as seniority, current employees' names and phone numbers, provided the employee has not requested that this information be withheld, assignment and salary information;
  - b. information regarding professional opportunities, hiring and terminations (e.g. deaths, retirements, suspensions);
  - c. public financial information.
2. The Board agrees to expedite the availability of general agendas and minutes of Board meetings.
3. Upon request, the Union shall be granted non-confidential information that may be necessary for negotiations and processing grievances.

#### **A.28: EXCLUSIONS FROM THE BARGAINING UNIT**

1. The Board and the Union agree that positions currently included in this Agreement and covered by the Certificate of Bargaining Authority will remain in the bargaining unit.
2. The Board shall notify the Union of new positions covered by this Agreement including the job description.
3. Newly created positions shall be included in the bargaining unit unless the position is excluded by mutual agreement of both parties.

#### **A.29: PICKET LINE PROTECTION**

1. All employees covered under this Agreement have the right to refuse to cross or work behind a picket line unless same is declared illegal by the Labour Relations Board.

2. Failure to cross a picket line (as described in paragraph A.29.1) encountered in carrying out business for the employer shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, but shall be deemed to be absence without pay.
3. The Board shall not require employees to do work normally performed by employees engaged in a strike or lock out.

### **A.30: SCHOOL STAFF COMMITTEES**

1. The Board and the Union encourage each school to develop a staff committee.  
To this end, staff committees shall:
  - a. be established at the beginning of each school year, or at any time thereafter;
  - b. consist of a size and membership to be determined by the staff;
  - c. review and make recommendations on matters relating to staff concerns.
2. The school administration shall give due consideration to written recommendations put forward by the staff committee.
3. Should the school administration not act on a recommendation of the school staff committee, written reasons shall be provided.

### **A.31: EDUCATION ASSISTANTS**

1. All education assistants hired to assist teachers in carrying out their responsibilities and duties, shall be under the immediate instructional supervision of teachers.
2. Education assistants shall not assume the primary instructional responsibility for designing the educational programs for students, but may assist the teacher by:
  - a. providing assistance to individual students and groups of students;
  - b. monitoring students;
  - c. maintaining student records;
  - d. providing advice/guidance to students.
3. Education assistants shall not assume primary instructional responsibility while the teacher is absent.
4. Education assistants shall not be used to replace qualified teachers.

### **A.32: DISTRIBUTION OF AGREEMENT**

1. The Union shall be given a draft copy of this agreement thirty (30) days from the date upon which both parties have formally ratified the Agreement.
2. Prior to the production of the final copy of the Agreement, the Board and the Union will meet to correct the draft copy and to determine the format of the printed contract.
3. The Board shall provide all employees with electronic access to a final corrected copy, forty-five (45) days, or as soon as possible, after ratification or upon appointment.
4. The DTA shall be provided with 1 copy of the Agreement for every ten (10) members.

### **A.33: HOUSEKEEPING COMMITTEE [SEE ALSO PROVINCIAL LETTER OF UNDERSTANDING NO. 7]**

The Union and the Board agree to establish a committee which would be responsible for making “housekeeping changes” to the agreement after ratification and prior to distribution.

### **A.34: UNION STAFF REPRESENTATIVES**

1. The Board recognizes staff representatives in each school selected by the Union to represent its members and agrees that staff representatives shall not be obstructed or interfered with while representing members.
2. The Union agrees that its staff representatives shall conduct Union business outside regular instructional time except where it is determined to be necessary under Articles A.21 (Right to Representation) and A.23 (Access to Work Site).
3. Staff representatives shall be granted leave from work duties upon application by the Union to the Board Personnel Office to attend grievance or arbitration hearings as set out in Article A.6 (Grievance Procedure). The Union shall assume the cost of the TTOC.
4. The Union President or appointed representatives may from time to time meet with the Superintendent or other designated officials of the Board to transact business relating to personnel and/or the Collective Agreement. The Board agrees that any staff representative of the Union who may be requested to be in attendance at any such meeting shall do so without loss of salary or other benefits.
5. A Staff Representative will request release time from their immediate supervisor in order to attend to emergent situations.

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

### **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.

## **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.

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

1. The following shall apply to employees providing instruction in adult education programs in these districts:

School District No. 6 (Rocky Mountain) (former S.D. 3 Kimberley)

Employees instructing adult education academic credit courses.

School District No. 36 (Surrey)

Continuing Education employees in the Adult Education High School Completion Program (credit courses) and Adult Education Academic Upgrading Programs (Adult Basic Education, General Education Development, Pre-General Education Development, Literacy and Adult Education English Language Programs).

**School District No. 37 (Delta)**

**Employees teaching Adult Education academic programs including: High School Completion Program, Pathfinder High School Completion Program, Academic Business Education Program, General Equivalency Diploma Program, Adult Basic Education Program, Adult English as a Second Language Program, and Adult Special Education Program, in the Continuing Education Division.**

**School District No. 41 (Burnaby) [added by Arbitrator J. Dorsey December 22, 2003]**

Employees teaching Adult Education academic programs including High School Completion Program (General Education Development Program and Adult Graduation Diploma Program), Adult Basic Education Program, Adult English as a Second Language Program and Academic Transitional ESL Program in Adult and Continuing Education

**School District No. 42 (Maple Ridge)**

Employees instructing in High School Completion Credit Courses, Adult Basic Education, Adult Pathfinder Program and Adult English as a Second Language in the Continuing Education Department.

**School District No. 43 (Coquitlam)**

Employees teaching Adult Education Academic Programs including Adult Basic Education, ESL Academic Stream, High School Credit Courses and English as a Second Language

**School District No. 79 (Cowichan Valley) (former S.D. 66 Lake Cowichan).**

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs.

2. a. These employees shall be paid in accordance with their placement on the salary scale as determined by the provisions of this Collective Agreement in their respective districts.
- b. Uncertificated employees shall be placed on the salary scale in accordance with the category and experience provisions of this Collective Agreement or, where such provisions are not found in this Collective Agreement, the practice in their respective districts as confirmed by the employer and the local.
- c. Notwithstanding Articles B.3.2.a and B.3.2.b, where an hourly rate of pay in respect of a district produces a higher rate of pay than provided in Articles B.3.2.a and B.3.2.b, employees in that district who would benefit shall continue to be paid the higher rate until such time as the rate on the scale established by Articles B.3.2.a and B.3.2.b is higher. These employees shall not be entitled to further increment payments until that time but shall receive experience increment credit.

#### **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.

#### **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.

#### **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.

#### **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*

#### **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 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
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 31<sup>st</sup> 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.

**B.9: PAY PERIODS**

1. Where the Previous Collective Agreement does not provide for twice-monthly payments of annual salary, the following shall become and remain part of the Collective Agreement.
2. Except where an employee elects to receive payments over twelve months pursuant to Article B.8, an employee shall be paid their annual salary in twenty (20) twice-monthly payments from September to June. A mid month payment of not less than 40% of monthly salary shall be paid to each employee.
3. Where there is an alternate payment procedure for the month of December, such alternate payment procedure may continue, subject to the agreement of the employer and the local.

**B.10: REIMBURSEMENT FOR MILEAGE AND INSURANCE**

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

Date	Mileage
<b>Effective July 1, 2019</b>	\$ 0.56 c/Km
<b>Effective July 1, 2020</b>	\$ 0.57 c/Km
<b>Effective July 1, 2021</b>	\$ 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. Employees shall be reimbursed for travel costs as outlined below:

a. School District No. 45 (West Vancouver)

Employees on the staff of Bowen Island Community School commuting from West Vancouver to Bowen Island shall be reimbursed for their automobile and ferry expenses in accordance with travel and car-pooling arrangements agreed to by the staff and approved by the Principal and Assistant Superintendent.

b. School District. No. 64 (Gulf Islands)

Employees who are authorized to use their personal vehicles in the course of regularly assigned duties or other employer business shall be reimbursed ferry costs where applicable.

c. School District No. 68 (Nanaimo)

A non-resident employee of Gabriola Island assigned to teach on Gabriola Island shall be reimbursed an amount equal to their Gabriola ferry costs.

d. School District No. 71(Comox)

i. Employee lives on Vancouver Island, teaches on Denman Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Buckley Bay and Denman Island

ii. Employee lives on Vancouver Island, teaches on Hornby Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Buckley Bay and Denman Island, and Denman Island and Hornby Island

iii. Employee lives on Denman Island, teaches on Hornby Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Denman Island and Hornby Island.

iv. Employee lives on Hornby Island, teaches on Denman Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Hornby Island and Denman Island

v. For employees assigned less than full time, the allowance will be prorated on the basis of the number of ferry trips required to meet the assignment.

e. SD No. 46 (Sunshine Coast)

Employees who are required to use ferry travel in the course of regularly assigned duties or other Board business shall be reimbursed for ferry fares at cost.

f. SD No. 69 (Qualicum)

Should teachers from Lasqueti Island be required to attend meetings called by the Superintendent of Schools, or designate, or other Board business as pre-approved by the Superintendent of Schools, or designate, they shall be reimbursed for travel costs related to ferry or necessary water taxi transportation.

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, or assigned as a result of the layoff/recall process. 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. 79

The Board agrees to reimburse non-resident employees working on Thetis Island for standard fares associated with ferry travel required by the Board. Reimbursement will be based upon production of receipts.

School Districts 70 and 84

During the term of the collective agreement, should the Board in School District No. 84 and/or School District No. 70 change their policies and/or practices with respect to ferry/water taxi travel such that additional costs would be borne by employees, the BCTF may refer the issue to Judi Korbin for consideration within the context of Article B.10.5.

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

*Note: Refer also to Article B.28*

## **B.11: BENEFITS**

1. The Employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No. 9.
2. The employer shall provide the local with a copy of the master agreement 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 coordination of benefits.

Note: See also B.32 Group Benefit Plan.

**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.

### **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 PROVISIONS**

#### **B.21: NO CUT IN SALARY**

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

#### **B.22: INCREMENT/CATEGORY PLACEMENT**

1.
  - a. For purposes of increment entitlement, a teacher must have the equivalent of ten (10) full-time teaching months' experience.
  - b. The increment date shall be effective the first of the month following the completion of experience requirements.
2.
  - a. Category placement shall be determined in accordance with the category assigned by the T.Q.S.
  - b. It is the responsibility of the employee to submit the appropriate documentation.
  - c. Upon receipt of documentation which establishes a salary category different from the employee's current placement, a salary adjustment shall be effective retroactive to the Date of Certificate Assignment by T.Q.S.

#### **B.23: PART-TIME EMPLOYEE'S PAY**

1. Part-time employees shall be paid according to their placement on the basic salary schedule, pro-rated according to their percentage of the F.T.E. assignment.

#### **B.24: ASSOCIATED PROFESSIONALS**

1. All associated professionals currently covered by this Agreement, shall be paid in accordance with Article B.31 (Salary Schedule).
2. Placement on the salary schedule shall be at the category which is most nearly equivalent to the category of teachers based on years of university level training. Experience level is determined by the number of years working in the discipline.

3. All other terms and conditions of employment established in this Agreement shall apply to associated professionals.

#### **B.25: PART-MONTH PAYMENTS AND DEDUCTIONS**

1. The rate of deduction for a day without pay shall be defined as 1/number of days in the contractual work year of the current annual salary of an employee.
2. Each employee shall be paid 1/10 of current annual salary in respect of each month in which the employee works all prescribed school days that month.
3. In the event that an employee commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts:
  - a. 1/20 of regular monthly salary for each day worked; or
  - b. full regular monthly salary less 1/20 of the salary for each day not worked.
4. When an employee on an approved leave of absence where their last working day immediately precedes the beginning of a school break, the employee's leave will be deemed to commence the first working day following the school break.

#### **B.26: PAYMENT BEYOND SCHOOL YEAR**

1. Employees covered by this Agreement who perform instructional duties (e.g. summer school) outside of the employees regular work year shall be paid at the hourly rate of 1/1500 of the PB maximum scale.
2. Special Projects  
This Article shall not apply to non-instructional duties performed outside the regular work year.

#### **B.27: TEACHER IN CHARGE**

1. When the absence of an Administrative Officer requires a member of staff to assume the duties of Teacher in Charge, the following shall apply:
  - a. The Teacher in Charge shall normally assume only responsibility for the immediate safety and security of the pupils and facilities;
  - b. If the Administrative Officer is absent for less than two (2) hours, no per diem compensation shall apply;



- c. If the Administrative Officer is absent for one/half day, the Teacher in Charge shall receive a per diem equal to 25% of 1/200 of the administrative allowance of the Principal for that school;
- d. If the Administrative Officer is absent for one (1) to five (5) full days, the Teacher in Charge shall receive a per diem equal to 50% of 1/200 of the administrative allowance of the Principal for that school plus a teacher-teaching-on-call, if required.

**B.28: MEETING/CONFERENCE ATTENDANCE EXPENSES**

- 1. When a teacher is asked by the Board to attend a meeting, conference or other activity, all approved expenses will be reimbursed upon submission of receipts.

*Note: Refer also to Article B.10.*

**B.29: EXPERIENCE RECOGNITION**

- 1. All teaching experience in government inspected schools shall be recognized and credited for placement on the salary schedule.
- 2. Periods of part-time teaching and short-term appointments shall be added together for accumulation of years of experience credit for increment purposes.
- 3. A teacher-teaching-on-call shall be granted one (1) step on the increment scale on the salary grid for every one hundred and sixty (160) days taught in the district, retroactive to July 1, 1988.

Effective September 19, 2014, teacher-teaching-on-call experience credit and increments shall accrue in accordance with Article C.4 Teacher Teaching On Call Employment.

- 4. Teaching experience, as specified above, in B.C. provincial government schools or similar B.C. provincial institutions shall be credited where the service is determined to be equivalent to that of employment in the public school system. Similarly, teaching experience as a member of the staff of the provincial Ministry of Education shall be credited.
- 5. Experience as a Superintendent, Assistant Superintendent, Administrative Officer or a member of a faculty of education (while holding a teaching certificate) recognized by the Ministry of Education for certification purposes, shall carry full credit.
- 6. Absence while on approved leave shall carry full experience credit to the extent that credit will not be credited beyond the school year in which such leave commences.
- 7. Full-time secondment to the Delta Teachers' Association, B.C. Teachers' Federation, or the Canadian Teachers' Federation shall carry full experience credit.

8. Certified journeymen in recognized trades teaching subjects which are related to their trade shall be allowed credit of one (1) year for the apprenticeship training, and one (1) year of experience for each two (2) years of experience as a journeyman in that trade. In the case of commerce teachers, the first four (4) years of acceptable training for which university credit is not granted shall be equated to a trades apprenticeship and the remainder of effective commercial experience may be considered as time spent as a journeyman.
9. In addition to anything else provided by this Agreement:
  - a. teachers holding an instructor's diploma will be paid on the Category 4 (PC) scale;
  - b. teachers holding a Letter of Permission and teaching chef instruction will be paid on the Category 3 (EA) scale, provided that they are enrolled in the chef training diploma course.

**B.30: ALLOWANCES**

Note B.1 uplifts to specific allowances in accordance with pay increases

1. Each department head, coordinator, and consultant shall receive an allowance (or a proportion thereof, consistent with their assigned responsibilities) as follows:

Date	Department Head
Effective July 1, 2019	\$ 4,205.15
Effective July 1, 2020	\$ 4,289.26
Effective July 1, 2021	\$ 4,375.04

2. Each district counselor shall receive an allowance as follows:

Date	District Counselor
Effective July 1, 2019	\$ 5,603.86
Effective July 1, 2020	\$ 5,715.94
Effective July 1, 2021	\$ 5,830.26

3. Each district psychologist shall receive an allowance as follows:

Date	District Psychologist
Effective July 1, 2019	\$ 7,539.20
Effective July 1, 2020	\$ 7,689.98
Effective July 1, 2021	\$ 7,843.78

4. Each chef shall receive an allowance as follows:

Date	Chef
Effective July 1, 2019	\$ 2,625.45
Effective July 1, 2020	\$ 2,677.96

<b>Effective July 1, 2021</b>	\$ 2,731.52
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5. Each head teacher in an elementary school shall receive an allowance, plus multiples of the allowance for each teacher assigned. This allowance shall be adjusted as follows:

Date	Head Teacher
<b>Effective July 1, 2019</b>	\$ 1,189.78
<b>Effective July 1, 2020</b>	\$ 1,213.57
<b>Effective July 1, 2021</b>	\$ 1,237.85

**B.31: SALARY SCALES**

Effective July 1, 2019

Step	Prov Cat 5+			TQS 6
	Cat 4	Cat 5	Cat 6	Cat 6+
0	\$ 47,836	\$ 51,308	\$ 55,095	\$ 56,425
1	\$ 50,149	\$ 54,246	\$ 58,258	\$ 59,625
2	\$ 52,464	\$ 57,182	\$ 61,422	\$ 62,825
3	\$ 54,778	\$ 60,120	\$ 64,585	\$ 66,024
4	\$ 57,091	\$ 63,056	\$ 67,749	\$ 69,223
5	\$ 59,406	\$ 65,992	\$ 70,912	\$ 72,423
6	\$ 61,721	\$ 68,930	\$ 74,076	\$ 75,622
7	\$ 64,035	\$ 71,866	\$ 77,238	\$ 78,822
8	\$ 66,349	\$ 74,804	\$ 80,403	\$ 82,021
9	\$ 68,662	\$ 77,740	\$ 83,567	\$ 85,220
10	\$ 73,107	\$ 83,097	\$ 88,998	\$ 91,073

Effective July 1, 2020

Step	Prov Cat 5+			TQS 6
	Cat 4	Cat 5	Cat 6	Cat 6+
0	\$ 48,793	\$ 52,334	\$ 56,197	\$ 57,554
1	\$ 51,152	\$ 55,331	\$ 59,423	\$ 60,818
2	\$ 53,513	\$ 58,326	\$ 62,651	\$ 64,081
3	\$ 55,874	\$ 61,322	\$ 65,877	\$ 67,344
4	\$ 58,233	\$ 64,318	\$ 69,104	\$ 70,608
5	\$ 60,594	\$ 67,312	\$ 72,331	\$ 73,872
6	\$ 62,956	\$ 70,308	\$ 75,558	\$ 77,134
7	\$ 65,315	\$ 73,303	\$ 78,783	\$ 80,398
8	\$ 67,676	\$ 76,300	\$ 82,011	\$ 83,662
9	\$ 70,036	\$ 79,295	\$ 85,238	\$ 86,924
10	\$ 75,301	\$ 85,590	\$ 91,668	\$ 93,805

Effective July 1, 2021

Step	Prov Cat 5+			TQS 6
	Cat 4	Cat 5	Cat 6	Cat 6+
<b>0</b>	\$ 49,769	\$ 53,381	\$ 57,321	\$ 58,705
<b>1</b>	\$ 52,175	\$ 56,437	\$ 60,612	\$ 62,034
<b>2</b>	\$ 54,583	\$ 59,492	\$ 63,904	\$ 65,363
<b>3</b>	\$ 56,991	\$ 62,549	\$ 67,195	\$ 68,691
<b>4</b>	\$ 59,398	\$ 65,604	\$ 70,486	\$ 72,020
<b>5</b>	\$ 61,806	\$ 68,658	\$ 73,777	\$ 75,349
<b>6</b>	\$ 64,215	\$ 71,714	\$ 77,069	\$ 78,677
<b>7</b>	\$ 66,622	\$ 74,770	\$ 80,359	\$ 82,006
<b>8</b>	\$ 69,029	\$ 77,826	\$ 83,651	\$ 85,335
<b>9</b>	\$ 71,436	\$ 80,881	\$ 86,943	\$ 88,663
<b>10</b>	\$ 76,807	\$ 87,302	\$ 93,501	\$ 95,681


### **B.32: GROUP BENEFIT PLAN**

1. Medical Services Plan

The Board agrees to pay 60% of the premiums of the Medical Services Plan of B.C. for employees and dependents in accordance with the by-laws of the Medical Services Commission.

2. Extended Health Benefits

The Board agrees to pay 100% of the premiums of the Provincial Extended Health Benefit Plan.

3. Group Life Insurance

a. The Board agrees to pay 60% of premiums for Group Life Insurance Plan for employees (\$100,000/employee).

b. Participation is compulsory for all teachers.

c. The Board agrees to implement an Optional Group Life Insurance Plan to provide up to an additional \$200,000, at no cost to the Board.

4. Dental Plan

- a. The Board agrees to maintain a dental plan for employees and their dependents. Dental coverage will be extended to include dependent children up to age twenty-one (21), and dependent children up to age twenty-five (25), provided they are full-time students.
- b. Participation in the Plan is compulsory. Payment by the Plan is to be 100% Plan A, 60% Plan B, 50% Plan C. Effective July 1, 2015, Plan C coverage and lifetime limit are per the provincial minimums. The Board shall pay 100% or the premium costs.

5. Salary Continuance Plan

- a. Participation is compulsory in the Salary Continuance Plan for employees hired after 01 January 1973. The full cost of the Plan shall be borne by each employee.
- b. All terms and conditions of the Plan are governed by the Master Policy issued by the underwriter. The Board shall not be liable as a result of a claim arising between the employee and the insurer.
- c. The Board agrees to pay 50% premium costs of medical, extended health, group life and dental when a teacher is ill and drawing benefits under the B.C.T.F. plan to a maximum of twenty-four (24) calendar months from expiry of sick leave.

6. Part-time Employees

- a. Subject to the terms of the individual benefit plans, part-time employees employed 50% or more shall be entitled to the benefit provisions of the Article in the same manner as full-time employees. Part-time employees employed less than half-time shall not be entitled to benefits.

7. Pensionable Service

- a. The Board recognizes that where, for any day a teacher is on an authorized leave of absence, that day will be confirmed as a pensionable service day, provided that the leave qualifies as such pursuant to the Teachers' Pension Act.

Note: See also B.11 Benefits.

**B.33: WORKERS' COMPENSATION**

1. Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and the employee is entitled to compensation under the Workers' Compensation Act, the employee shall not be required to use their sick leave credits for time lost, during the first twelve (12) months, by reason of any such disability.

2. All monies received by the employee by way of compensation for loss of salary under the said Act shall be paid to the Board. In return, the Board shall pay the employee full salary, subject to a time limitation of twelve (12) months.
3. After the twelve-month limitation, the salary paid to the employee shall be charged against the employee's accumulated sick leave credits on a proportionate basis.
4. 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.

**B.34: DISABILITIES NOT COVERED BY WORKERS' COMPENSATION**

1. Where an employee is paid by the Board while absent by reason of any disability other than one for which the employee would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such compensation or any part thereof from any source, then the employee shall pay such recovered amount to the Board which shall credit the employee with the number of days of sick leave credits proportionate to the amount received by the Board.

**B.35: EMPLOYEE ASSISTANCE PROGRAM**

1. The Board and the Union shall jointly operate an Employee and Family Assistance Program. The Board shall provide funding of 50% per cent of the cost of the program with a maximum cost to the Board of \$15,000 per annum.

## **SECTION C      EMPLOYMENT RIGHTS**

### **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.

### **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.

*Note: Refer also to Article C.22.1*

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.]

*Note: Refer also to Article C.22.3.*

- 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.

*Note: Refer also to Article C.22.2*

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.

### **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.

#### **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 PROVISIONS**

##### **C.21: PRINCIPLE OF SECURITY**

1. The Board and the Union agree that increased length of professional service in the employment of the Board entitles all employees covered by this Agreement to commensurate increase in security of employment.

##### **C.22: DEFINITION OF SENIORITY**

1. In this Agreement, "seniority" means an employee's aggregate length of service in the employment of the Board, inclusive of service under term contract, teaching-on-call pursuant to C.22.2 and C.22.4, and part-time teaching. For the purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time service. Note: Refer also to Article C.2.1

2. Effective January 1, 1993 a teacher-teaching-on-call shall gain one day of service recognition for each day worked. A teacher-teaching-on-call shall acquire one year of service recognition when one hundred and sixty (160) days of service have been accumulated. Provided there is no break in service in excess of seven (7) years continuous service, a teacher-teaching-on-call who secures a continuing position shall have the service recognition attained since January 1, 1993 credited as seniority to a maximum of five (5) years.

Note: Refer also to Article C.2.3

3. In addition to the provisions of C.22.1 and C.22.2, the seniority for an employee on a continuing contract shall include seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

Note: Refer also to Article C.2.2

4. When the seniority of two (2) or more employees is equal pursuant to Articles C.22.1, C.22.2 and C.22.3, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
5. When the seniority of two (2) or more employees is equal pursuant to Article C.22.4, the employee with the greatest number of days of on-call teaching with the Board prior to appointment on continuing contract shall be deemed to have the greatest seniority.
6. When the seniority of two (2) or more employees is equal pursuant to Article C.22.5, the employee with the greatest aggregate length of service with another school authority (recognized for salary experience purposes in this Agreement) shall be deemed to have the greatest seniority.
7. When the seniority of two (2) or more employees is equal pursuant to Article C.22.6, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.
8. For the purposes of this Article, the following leaves of absence shall count toward aggregate length of service with the Board:
  - a. maternity leave and/or parental leave pursuant to the Employment Standards Act;
  - b. service as D.T.A. President;
  - c. service with the B.C.T.F. or C.T.F.;
  - d. service with the Department of National Defense;
  - e. exchange teaching;
  - f. secondment;
  - g. parenthood leave;
  - h. approved educational leave;
  - i. service as an M.L.A. or M.P.;
  - j. compassionate care leave (Article G.2);
  - k. all other approved leaves of absence (including long-term sick leave).
9. For the purposes of this Article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three (3) years, or by termination and re-engagement pursuant to this Article.

### **C.23: SENIORITY LIST**

1. The Board shall, by October 14 of each year, forward to the Union a list of all continuing employees covered by this agreement, in order of seniority, calculated according to Article C.22 (Definition of Seniority), setting out the length of seniority as of September 1 of that year.

2. **Teacher Teaching on Call Service Recognition**  
The Board shall, no later than November 1 of each year, forward to the Union a list of all teachers-teaching-on-call covered by this agreement, in order of length of service, calculated according to Article C.2.3 b (Definition of Seniority), setting out the length of service as of September 1 of that year.

*Note: Refer also to Article C.2*

#### **C.24: DISMISSAL AND DISCIPLINE FOR MISCONDUCT; JUST AND REASONABLE CAUSE; DUE PROCESS**

1. The Board shall not discipline nor dismiss any employee bound by this Agreement save and except for just and reasonable cause.
2. Where an employee is under investigation by the Board for any cause, the employee and the Union shall be advised in writing of that fact and of the particulars of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board, and the employee shall be advised of the right to be accompanied by a representative of the Union at any meeting in connection with such investigation.
3. Unless the Union waives the right to such meeting, the Board shall not discipline (other than a suspension to which Section 15(5) of the School Act reasonably applies) nor dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
  - a. the employee and the Union shall be given not less than seventy-two (72) hours' notice;
  - b. at the time such notice is given, the employee and the Union shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting;
  - c. the Union on behalf of the teacher may file a written reply to the allegations prior to the meeting;
  - d. at such meeting the employee shall be accompanied by representatives and/or advocate appointed by the Union, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board and to question any person presenting evidence to the Board;
  - e. the decision of the Board shall contain a full and complete statement of the grounds for the decision.

4. Where an employee is suspended under Section 15(5), the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Union.
5. The Board shall not release to the media or the public information in respect of the discipline or dismissal of an employee except as agreed by the Union or by joint release agreed upon by the Board and the Union.
6. Notwithstanding Article A.6 (Grievance Procedure) where an employee has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that article.
7. At an arbitration in respect of the discipline or dismissal of an employee, no material of a disciplinary nature from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.31 (Personnel Files) may be presented.
8. Where an employee has been suspended on grounds set out in Section 15(4) of the School Act, the employee shall be reinstated with full pay for the period of such suspension, unless on the final disposition of the matter, the employee is convicted of the offense charged.

#### **C.25: DEFINITION OF QUALIFICATIONS**

1. In this Article, "necessary qualifications" in respect of a teaching position means a reasonable expectation based on the whole of the teacher's:
  - a. certification;
  - b. pre and in-service training relevant to the position;
  - c. relevant teaching or work experience;
  - d. record of teaching accomplishment and demonstrated skills;
  - e. formal education at the university level;
  - f. evidence of ability to perform the duties of the position;that the teacher will be able to perform the professional responsibilities of the position in a satisfactory manner.
2. Should any question be raised by the teacher and the Union as to whether a teacher does have or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Grievance Procedure in Article A.6, beginning at the Joint Committee stage.

#### **C.26: LAYOFF RIGHTS**

1. When, for educational or budgetary reasons, or in the case of the adult education program, for insufficient enrolment or program cancellation, the Board determines that it is necessary to reduce the number of teachers employed by the Board, the teachers to be

retained shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available as defined in Article C.25 (Definition of Qualifications).

2. Provided that they have more seniority, when teachers are advised that they are not to be retained pursuant to Article C.26.1 above, they may within seven (7) days, notify the Board that they claim another position which is being held by the most junior teacher for which they have the qualifications pursuant to Article C.25 (Definition of Qualifications).
3. The Board shall give each teacher it intends to terminate pursuant to this Article no less than thirty (30) days' notice in writing, such notice to be effective at the end of a school term, and to contain the reason for termination, and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Union. Where, due to a leave of absence, a position is filled for a period ending at a time other than the end of a school term, termination notice shall be effective at the end of that period. The effective date of layoff of a teacher in the adult education program shall be at the conclusion of the 30 day notice period and not at the end of a school term.

#### **C.27: RECALL RIGHTS**

1. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement, first make the opportunity of re-engagement available to the teacher who has the most seniority among those terminated pursuant to the Agreement, provided that the teacher possesses the necessary qualifications as defined in Article C.25 (Definition of Qualifications) for the available position.
2. It is the responsibility of each teacher to maintain a current telephone number and mailing address with the Board at all times and make a reasonable effort to maintain up-to-date information on their electronic employee profile.
3. Any teacher who was terminated pursuant to the Agreement and has not secured a position of equal or greater FTE than the position from which layoff notice was received will have four (4) calendar days to electronically apply for the position in order to exercise their Recall Rights as per this Article. The most senior qualified Recall applicant will be assigned the position. Applicants will be deemed to have accepted the position by virtue of making the application.
4. The Board shall allow seven (7) calendar days from acceptance of an offer under Article C.27 for the teacher to commence teaching duties; the Board and the teacher may mutually agree to extend this time limit. The Board may employ a teacher-teaching-on-call for the position until the teacher accepting the position is available.
5. A teacher's right to re-engagement under this Article is lost if:

- a. a continuing teacher elects to receive severance pay under Article C.28 (Severance Pay) of this Agreement;
  - b. the teacher accepts a continuing position with another school district.
6. The right to re-engagement shall equal the total length of employment as a continuing teacher with the district or one (1) year, whichever is greater.
7. A teacher re-engaged pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of termination.
8. A teacher who retains rights of re-engagement pursuant to Article C.27 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement. Payment of full cost of such premiums, as agreed to in this Agreement, for the first month shall be paid by the Board and thereafter by the employee, subject to the approval of the insurance carrier.

#### **C.28: SEVERANCE PAY**

1. A continuing teacher who has one (1) or more years of continuous employment and who is terminated, save and except a continuing teacher who is terminated or dismissed pursuant to Article C.24 (Dismissal and Discipline for Misconduct; Just and Reasonable Cause; Due Process) and Section 15 of the School Act, may elect to receive severance pay at any time during the first twelve (12) months following termination.
2. Severance pay shall be calculated at the rate of five (5) per cent of one (1) year's salary for each year of service to a maximum of two (2) years salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of their termination.
3. The employee may choose to receive severance pay:
  - a. in one lump sum within thirty (30) days of termination; or
  - b. in monthly instalments of ten (10) per cent of the total amount payable, commencing at the next regular employee pay period.
4. A teacher who has elected to receive severance pay and who is subsequently rehired by the Board, shall retain any severance payment received. In such case, the calculation of years of service shall commence with the date of rehire.

#### **C.29: RETRAINING**

1. Upon written request within twelve (12) months of the receipt of notice of termination under Article C.26 (Layoff Rights), an employee shall be entitled to extend the provisions of re-engagement for the purpose of retraining for another teaching position in the school district. In the event that the employee elects to retrain pursuant to this Article, the Board shall amend the date of the termination notice to coincide with the period of the leave

granted, or of any extension thereof. All such leave shall not count towards aggregate length of service with the Board.

2. The employee, after retraining, shall be entitled to rights of re-engagement as specified in Article C.27 (Recall Rights).

### **C.30: PART-TIME EMPLOYEES' EMPLOYMENT RIGHTS**

1. Part-time employees are employees employed on the equivalent of less than an annual full-time basis. They shall be paid salary and earn sick leave pro-rated in proportion to the time employed (FTE) by the Board.
2. Fractions of less than .4 FTE will be granted to employees only where annual school program organization and effective staff deployment permit.
3. An employee with a full-time appointment may, without prejudice to that appointment, request a part-time assignment for a year or less. A request for a part-time assignment shall not be unreasonably denied. The change shall be granted through a leave-of-absence without pay.
4. At the end of the leave-of-absence, the teacher shall revert to a full-time continuing appointment unless the part-time assignment is renewed.
5. Two (2) employees may apply for a job-sharing assignment in respect of a specific full-time position. The request shall not be unreasonably denied. In the absence of one (1) of the job-sharing partners, the remaining partner shall, except in extenuating circumstances, assume full-time teaching duties and shall be paid on scale.
6. Employees hired to the district on a part-time contract basis shall, after one (1) year aggregate service, be considered an employee who has moved from full-time employment to a part-time position.
7. An employee who moves from full-time employment to a part-time assignment shall be considered to be on leave so that they may purchase pensionable service to provide for a full year's pension credit.



## SECTION D WORKING CONDITIONS

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

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

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

Local language:

- The Board and the Union agree to the following class size maximums.
- Maximum class sizes for regularly scheduled classes shall be:

Intermediate	29 students
Special (Resource Room)	15 students
Secondary	30 students
Secondary English	28 students
Science/Life Skills and Family Management	28 students
Home Economics/Industrial Education	24 students
Special (EMH/TMH)	10 students

*[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.]*

- The above maximums can be exceeded by no more than two (2).

*[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). ]*

- Classes may exceed maximums in Band, Choir or Drama classes where the teacher has so requested.

5. The number of students in a laboratory, shop or other specialized classroom shall not exceed by more than two (2), the number for which the facilities were designed.

6. Counselling, library and learning assistance resources will not be eroded to maintain class size.

7. Adult Education

a. The board shall establish class sizes according to the following:

ABE (if attendance required)	25
HSC	30
HSC (secondary English)	29
ESL Beginners	21
ESL Intermediate/Advanced	25
Tutorial (drop-in)	1:75 enrolled
Computer Assisted Labs	1:75 enrolled

b. The number of students in a laboratory, shop or other specialized classroom shall not exceed the number for which the facilities were designed or equipped or which can be safely accommodated.

**D.2: CLASS COMPOSITION AND INCLUSION**

No provincial language.

Local language:

Class Composition

1. For the purposes of Article D.2 (Class Composition and Inclusion), the school-based team shall function as a teacher support team and include:
  - a. potential receiving teacher(s);
  - b. an administrative officer;
  - c. a classroom teacher;
  - d. a Learning Assistance Teacher;
  - e. school or district professional personnel;
  - f. other appropriate personnel.

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

2. The Board and Union recognize that students, other than those identified for purposes of Function 1 funding, may significantly affect classroom management, routines and instructions.

3. The Board shall provide opportunities for teacher input into class organization at both elementary and secondary level.
4. Where the teacher determines that there are students in his/her class who significantly affect classroom management, routines, or instruction, he/she shall have the right to refer such students to the school-based team for consideration and appropriate action.
5. Within five (5) teaching days of the referral, the school-based team, together with the classroom teacher, shall meet to consider the referral.
6. The school-based team shall within a further five (5) days make recommendations it considers appropriate in the circumstances. Such recommendations may include but shall not be limited to:
  - further assessment
  - instructional modifications
  - a referral for alternate placement
  - release time for the enrolling teacher and other school-based personnel as may be required to facilitate ongoing assessment and consultation
  - teacher assistant time
  - other assistance as agreed to by the enrolling teacher.
7. The recommendations of the school-based team that can be implemented with existing school resources, shall be implemented as quickly as possible.
8. If the school-based plan cannot be implemented within fifteen (15) days of referral, the teacher, in conjunction with the school-based team, may request additional resources from the Director of Special Programs and the Zonal Assistant Superintendent. That resource request shall be met as soon as possible.

#### Mainstreaming and Integration

9. Mainstreaming and Integration of Special Needs students into regular classrooms should provide a positive educational experience for both the Special Needs student and the other students in the classroom. To this end the Board will make every reasonable effort to provide the conditions and resources necessary for a successful educational experience for all students.
10. The Board and the Union agree that when a special needs student is to be included in a regular classroom the following procedures shall occur:
  - a. a meeting of the school-based team shall be called to consider relevant educational and medical information and to recommend an appropriate program including placement, pre-service and ongoing in-service for the receiving teacher and curricular and material modifications and such recommendations shall not be unreasonably denied;

- i. class composition will be a factor in determining placement and a maximum of three (3) students may be included in a regular class;
    - ii. pre-service and in-service support shall be provided during instructional hours, except as limited by external budgetary constraints.
  - b. Appropriate facilities and equipment shall be in place prior to the inclusion of a student with special needs into a classroom.
  - c. Prior to inclusion of special needs students into the regular class, clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of children who have physical handicaps.
  - d. Intercommunication devices shall be provided in rooms where emergency aid may be required.
  - e. The receiving teacher should be involved in the development of the Individual Educational Plan for the student with special needs who is to be included in his/her classroom. However, the receiving teacher should not be solely responsible for the development of the I.E.P.
11. For the purposes of Article D.2.9 – D.2.12, students with special needs shall be those students who are being mainstreamed or integrated into a regular classroom and shall include:
- a. Low Incidence Categories
    - i. Dependent Handicapped
    - ii. Moderately Mentally Handicapped
    - iii. Severely Handicapped
    - iv. Physically Handicapped
    - v. Visually Impaired
    - vi. Hearing Impaired
    - vii. Autistic
  - b. High Incidence Categories
    - i. Severe Learning Disabled
    - ii. Mildly Mentally Handicapped
    - iii. Severe Behaviour
11. In emergency situations the Board will do everything possible to quickly assemble the appropriate resources and to provide the necessary support mechanisms to assist teachers in meeting the needs of all children in the classroom.
12. The Union and the Board agree to establish an on-going committee to review the implementation of Class Composition and Mainstreaming and Integration Articles and to make recommendations where appropriate.

13. Articles D.2.9 to D.2.12, inclusive, will not apply to adult education teachers.

**D.3: NON-ENROLLING STAFFING RATIOS**

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

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

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:616 students	Agreement in Committee (1998)
Counsellors	1:602 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:409 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:282 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:50.9 ESL/ELL students	Former LOU No. 5 (2000)

**D.4: PREPARATION TIME**

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

*Note: Refer also to Article D.23*

**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.

#### **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 PROVISIONS**

### **D.21: REGULAR WORK YEAR FOR EMPLOYEES**

1. The annual salary established for employees covered by this Agreement, shall be payable in respect of the employee's regular work year.
2. Pursuant to the Standard School Calendar established by legislation and regulation, the regular work year shall be scheduled between the first Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays, Sundays, Statutory Holidays, Winter Break and Spring Break. If the last Friday in June falls on or before June 25 the regular work year will end on June 30.
3. There shall be no fewer than five (5) non-instructional days for professional development. Upon request from the Union, one (1) of the five (5) days shall be used for a district-wide professional day.
4. The Board shall provide two (2) afternoon non-instructional sessions to allow for Parent/Teacher Conferences and two (2) afternoon non-instructional sessions to allow for assessment/evaluation and/or the designing of educational programs.
5. Professional development at the school level will be developed collegially by Administration and school staff.
6. The last day of the school year will continue to be a day made available for necessary year-end administration. Students shall not be in session. It is not to be considered on the non-instructional days described in D.21.3 or D.21.4 above.
7. The first day of Winter Break shall be on the Monday preceding December 26. Schools shall reopen on the Monday following January 1 unless January 1 is a Saturday or Sunday, in which case schools shall reopen on the following Tuesday.
8. The first day of the Spring Break shall be the third Monday in March. Schools shall reopen on the fourth Monday in March. If the fourth Monday in March is Easter Monday, schools shall reopen on the Wednesday, following the fourth Monday in March.
9. Any work performed by employees covered by this Agreement beyond the employee's work year, shall be voluntary.



#### **D.21A: REGULAR WORK YEAR FOR ADULT EDUCATION EMPLOYEES**

1. The annual salary based on category and experience provisions for adult education employees shall be payable based on the employee's hours of work during the work year.
2. An adult education employee shall be assigned hours of instruction based on course and program schedules.
3. A full-time adult education teacher position shall be based on 1,000 hours of instruction during a work year.
4. Professional development for adult education teachers will be developed collegially by Administration and adult education staff.
5. Any work performed by employees covered by this Agreement beyond the employee's work year, shall be voluntary.

#### **D.22: INSTRUCTIONAL TIME**

1. The instructional time shall be twenty-five (25) hours per week for full-time elementary teachers and twenty-seven and a half (27.5) hours per week for full-time secondary teachers.
2. The instructional time for part-time teachers shall be pro-rated.
3. In an elementary school, the duration of the school day shall not exceed six (6) hours inclusive of:
  - a. instructional time not to exceed five (5) hours inclusive of fifteen (15) minutes of recess;
  - b. a regular noon intermission.
4. In a secondary school, the duration of the school day shall not exceed six (6) hours and thirty (30) minutes inclusive of:
  - a. instructional time not to exceed five (5) hours and thirty (30) minutes inclusive of homeroom and time for students to change classrooms;
  - b. a regular noon intermission.
5. Part-time assignment in secondary schools shall be scheduled in consecutive teaching blocks.
6. Articles D.22.1 to D.22.5, inclusive, will not apply to adult education teachers.

### **D.23: PREPARATION TIME**

1. Full-time secondary teachers shall be entitled to 12.5% of total assigned time for purposes of preparation.
2. Full-time elementary teachers assigned to classroom instruction shall be entitled to 90 minutes of total assigned time for purposes of preparation.
3. Part-time teachers of no less than .5 FTE assigned time shall be pro-rated for purposes of preparation.
4. Articles D.23.1 to D.23.3, inclusive, will not apply to adult education teachers.

*Note: Refer also to Article D.4*

### **D.24: SUPERVISION DUTIES**

1. No employee covered by this Agreement shall be required to perform supervision duties during the school's regularly scheduled lunch period.
2. The maximum supervision duty which may be required of any employee covered by this Agreement shall be fifteen (15) minutes per week where supervision duties at that school were normally and regularly assigned prior to the coming into effect of this Article (July 1, 1990).

### **D.25: EXTRA-CURRICULAR ACTIVITIES**

1. Teachers recognize and support extra-curricular activities as an integral part of the life of the school.
2. In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
3. The parties agree that the participation in extra-curricular activities is voluntary.
4. Extra-curricular activities shall not form any part of a job description, posting or evaluation of a teacher.
5. While involved in extra-curricular school or district activities, teachers are considered to be acting in the employ of the Board and as such, are eligible for coverage by the Board's insurance.

### **D.26: STAFF MEETINGS**

1. Schools will limit staff meetings to one (1) per month, except:

- a. in the case of a serious emergent issue relevant to staff and/or students; or
  - b. where an issue arises which the Principal and the Staff Committee agree merits an additional staff meeting; or
  - c. where the Principal and the Staff agree to an alternate structure at the first staff meeting of the year.
6. At the first staff meeting of the year, the Principal and staff will discuss the process and structure for staff meetings.
  3. At least seven (7) days' notice of regular monthly staff meetings shall be given.
  4. A draft agenda will be circulated three (3) days before the meeting, except as provided for in clause 1 a and b above.
  5. All staff members shall have the right to place items on the agenda.
  6. Written minutes of staff meetings shall be kept and circulated to all staff members.
  7. Staff meeting time shall be no longer than 90 minutes per month except by agreement of staff present at the meeting. Staff meeting(s) should be scheduled during the normal instructional week, but not during recess or lunch hour except as provided for in clause 1 a and b above.
  8. Attendance at staff meetings held before the day after Labour Day and after the last school day in June shall not be mandatory.
  9. When a staff meeting is called at a time when a part-time teacher is not on duty, that teacher shall not be required to attend the staff meeting, except that all full and part-time teachers will attend the September and May staff meetings pursuant to this Article. It is the teacher's responsibility to apprise themselves of the staff meeting agenda and the posted minutes.

#### **D.27: HOME EDUCATION**

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

reports or provide other educational resources to home education students unless home schooling constitutes a discrete portion or part of the teacher's assignment.

#### **D.28: BEGINNING TEACHERS**

1. Beginning teachers shall be provided with specific teaching conditions to help them in their adjustment to teaching. The specific conditions shall include, but not be limited to a teaching assignment wherein:
  - a. the most demanding classes are not their responsibility, and
  - b. the number of subject preparations are kept to a minimum.
2. The Board and Union shall jointly design mentoring and induction programs.

#### **D.29: STAFF ORIENTATION**

1. The Board and the Union shall provide an orientation for all new employees either in person or through electronic access. The date and format shall be mutually agreed to by the Union and the Board.
2. The orientation shall acquaint employees with the basic operation of the school district and the school as well as the rights and responsibilities of the Collective Agreement.
3. The Board will provide release time for employees new to the district in support of their adjustment to the district.

#### **D.30: FALSELY ACCUSED EMPLOYEE ASSISTANCE**

1. When a teacher has been falsely accused of child abuse or sexual misconduct, the Board will assist the teacher by:
  - a. Working with the teacher to develop a plan which facilitates a smooth return to the teaching profession;
  - b. Providing additional funding to the Employee and Family Assistance Program to ensure availability of counselling assistance to the employee and the employee's family;
  - c. Providing, upon request by the employee, available factual information to parents and students.

#### **D.31: HEALTH AND SAFETY COMMITTEE**

1. The Union and the Board agree that no employee should be required to work in an environment which is hazardous to health or which puts safety into question.

2. A District Health and Safety Committee shall be established by the Board.
3. The Committee shall have joint representation with equal numbers of Union and Board representatives.
4. The Committee shall:
  - a. be responsible in ensuring that the district is in compliance with all Worksafe regulations;
  - b. promote safety;
  - c. consider recommendations and propose implementation where warranted;
  - d. meet monthly during the school year.
5. Committee minutes shall be posted on the District communication platform within 2 weeks of the meeting.

**D.32: FIRST AID ATTENDANT**

1. The Board agrees to designate a first aid attendant for each school.
2. A designated first aid attendant shall hold or be in training for a recognized first aid certificate.
3. The Board shall reimburse employees for course fees associated with the completion of any recognized first aid certificate. This may include any resits necessary for successful completion of requirements.
4. All work sites with fifty (50) or more employees will have up to two (2) designated industrial first aid attendants. Secondary schools with less than fifty (50) employees will have one (1) designated industrial first aid attendant. These attendants shall be compensated in the amount of \$1020/year. *[Note B.1.2 for compensation increases]* This allowance shall be adjusted as follows:

Date	Designated Industrial First Aid Attendant
<b>Effective July 1, 2019</b>	\$ 1,283.47
<b>Effective July 1, 2020</b>	\$ 1,309.14
<b>Effective July 1, 2021</b>	\$ 1,335.32

5. All other work sites will have a designated attendant with minimum certification of Safety Oriented First Aid (S.O.F.A.). These attendants shall be compensated in the amount of \$255/year. *[Note B.1.2 for compensation increases]*. This allowance shall be adjusted as follows:

Date	Designated Safety Oriented First Aid Attendant
<b>Effective July 1, 2019</b>	\$ 320.87
<b>Effective July 1, 2020</b>	\$ 327.29
<b>Effective July 1, 2021</b>	\$ 333.83

**D.33: AVAILABILITY OF TEACHERS-TEACHING-ON-CALL**

1. When a teacher with instructional duties is absent from a school, the Board shall employ a teacher-teaching-on-call to replace that teacher upon being informed of such absence.
2. Except in an emergency, teachers, excluding teachers-teaching-on-call, shall not be required to:
  - a. perform the instructional duties of a teacher who is absent;
  - b. supervise the students of a teacher who is absent.

**D.34: SCHOOL ACT APPEALS**

1. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and the Board By-law of a decision of an employee covered by this Agreement, or in connection with or affecting such an employee:
  - a. the employee and the Union shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
  - b. the employee shall be entitled to attend any meeting that is part of the appeal process where the appellant is present and shall have the right to representation by the Union; and
  - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
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 or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

**D.35:** Intentionally Left Blank

**D.36:** Intentionally Left Blank

**D.37:** Intentionally Left Blank

**D.38:** Intentionally Left Blank

## **SECTION E PERSONNEL PRACTICES**

### **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.

### **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.  
  
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 PROVISIONS**

### **E.21: NON-RACIST ENVIRONMENT**

1. The Board and the Union do not condone and will not tolerate written or verbal expressions of racism.
2. A Human Rights Committee, composed of equal numbers of Board and Union representatives shall:
  - a. encourage the continuing review of all prospective learning materials for racial or any discriminatory bias;
  - b. Investigate any written allegation that material is racist, offensive, or discriminatory and report the results of their investigation to the Superintendent and the President of the Union on race relations and employment equity.

### **E.22: NO DISCRIMINATION**

1. The Board and the Union endorse the provisions of the Human Rights Act of British Columbia that address the issues of employment discrimination.
2. No applicant for a position nor any employee covered by this agreement shall be discriminated against on the basis of the employment grounds protected by the British Columbia Human Rights Code.
3. No employee shall suffer any form of discipline, harassment or discrimination by the Board or any of its representatives as a result of having filed a grievance or having taken part in any proceedings under the grievance procedure or because the employee is participating in the activities of the association, carrying out duties as representative of the association, or involved in any procedure to interpret or enforce the provisions of the collective agreement.

### **E.23: APPOINTMENT OF TEACHERS**

1. a. All teachers appointed to the teaching staff of the district shall be appointed on a continuing contract of employment except for teachers-teaching-on-call. Term teachers employed in the District will be converted retroactively to continuing appointment if they have accumulated an aggregate service of more than one year on term contract.
- b. Continuing teachers in their first year of employment with the Board shall be evaluated according to the procedure outlined in the Letter of Understanding H.2 (Evaluation of Teachers in their First Year of Employment with the Board) attached to the Collective Agreement.
- c. A long-term teacher-teaching-on-call shall be converted to a continuing contract after eighty (80) teaching days in one assignment.

### **E.23A: APPOINTMENT OF ADULT EDUCATION TEACHERS**

1. Commencing September 1, 1998, all adult education teachers shall be appointed on term contracts.
2. An adult education teacher who is reappointed after September 1, 1998 to the same course or program in the next school year shall be appointed on a continuing contract provided that there is a reasonable expectation that the course or program will continue to be offered in the next subsequent year. The continuing appointment shall be for the FTE equivalent of the course or program.
3. Notwithstanding Article E.23A.2 the Board may maintain the maximum continuing appointments in adult education at or below 80% of the FTE positions in adult education programs. No adult education teacher shall lose their continuing appointment by virtue of this provision.

### **E.24: OFFER OF APPOINTMENT TO THE DISTRICT**

1. All prospective teachers will be advised that offers of appointment shall be made verbally by the Superintendent or their designate. Such offers shall be binding.
2. Following a verbal offer of appointment to the district, the Board shall confirm such an offer in writing or email within two (2) business days.
3. Upon receipt of an offer, the teacher shall have up to two (2) business days in which to respond.

## **E.25: POSITIONS AND ASSIGNMENT**

1. School staffs are encouraged to establish a collegial process for determining the timetable and staff assignments for the next school year. Prior to May 31, the staff committee will meet with the Principal of the school to discuss and review the timetable and staff assignments for the next school year.
2. Assignment within the school shall be based on consideration of the following factors: seniority, qualifications, training, experience, equitable distribution of workload, and personal preference of the teacher, and shall not be used for disciplinary purposes.
3.
  - a. When filling vacant positions in a school, continuing teachers currently on that staff who are qualified as per Article B.25 (Definition of Qualifications) and who hold necessary qualifications which are valid, shall be offered internal reassignments prior to the position being posted. Time allotted to the process of internal reassignment shall not exceed ten (10) school days.
  - b. Where a change in staffing allocation would result in a change to a teacher's assignment, that teacher shall be offered part-time or full-time internal reassignment, provided the teacher is qualified.
4. A teacher who is not satisfied with a proposed assignment may appeal their assignment to the Principal. If this does not resolve the matter, they may direct the concern to the Staff Committee. The Committee may, after hearing the Principal, teacher and other teachers directly affected by any proposed alternative assignment, recommend to the Principal that the teacher's assignment be changed. The Principal's decision shall be provided to the teacher and the Staff Committee in writing as soon as reasonably possible.

## **E.25A: POSITIONS AND ASSIGNMENTS IN ADULT EDUCATION PROGRAMS**

1. Adult education teachers with continuing appointments shall continue with the assignment for which the continuing appointment has been made.
2. The Board may reassign adult education teachers as required in order to fulfill the contractual obligations of the continuing appointment.
3. The Board shall designate a minimum of 60% of the adult education courses or programs as continuing (core) courses or programs.
4. The designation process referred to in E.25A.3 shall occur prior to each course offering to the public.
5. The continuing (core) courses or programs shall first be filled by teachers with continuing appointments.

6. Any vacancies that remain after assignments to continuing appointment teachers are completed shall be offered, based on seniority and qualifications, to part-time continuing appointment teachers who have indicated a preference to increase their teaching assignment provided that there are no scheduling conflicts with the assignment.
7. Notwithstanding Article E.23A.3, when a course or program is offered and accepted pursuant to the terms of E.25A.5 the adult education teachers' continuing appointment shall be increased accordingly.
8. The courses or programs that are not designated as continuing (core) shall be courses or programs that are new, offered on an irregular basis or overflow courses and shall be referred to as term courses or programs.

#### **E.26: POSTING VACANT POSITIONS**

1. "Vacancy" means a newly created position, a position created by an internal reassignment as per Article E.25 (Positions and Assignment) or an existing position vacated by the incumbent. For adult education programs "vacancy" means a course or program designated as continuing (core) to which no teacher has been assigned.
2. As soon as they become known, all vacancies of forty (40) school days' duration or longer shall be electronically posted for a period of seven (7) calendar days during which teachers will apply electronically for the position. The Union President and the school Principal shall have electronic access to all postings.
3. The Board may post term adult education courses or programs at any time and may indicate on the posting that the position is subject to sufficient enrolment.
4. All job postings shall include:
  - a. description of position to be filled;
  - b. type of appointment and assignment;
  - c. pertinent dates;
  - d. necessary qualifications which are valid.
5. Postings shall not include reference to extra-curricular activities and programs.

#### **E.27: FILLING VACANT POSITIONS**

1.
  - a. In filling a vacant position, Board Personnel will review the applications of all continuing teachers. The applicant with the greatest seniority who possesses the qualifications as stated in the job posting and as outlined in Article C.25 (Definition of Qualifications), will be offered the position.
  - b. If no qualified continuing teacher has applied, qualified applicants who are on the current teacher-teaching-on-call list will be given consideration before other



applicants.

- c. No applicant from outside the district will be considered until all internal applicants have been considered.
2. In filling any vacant position, qualifications shall be those as stated in the job posting and as outlined in Article C.25 (Definition of Qualifications).
3. If a new or existing position becomes vacant after September 1, and the successful candidate is currently assigned to another position in the district, the transfer shall be effected at a mutually agreeable time.
4. Vacancies in positions of special responsibility as per Article E.29 (Positions of Special Responsibility), shall be filled by competition. For any position of special responsibility at the district level, the Union shall have the right to have representation on the selection committee.
5. Names of successful candidates will be published.
6. Articles E.27.1 to E.27.5 shall apply to adult education courses or programs designated as continuing (core) course or programs.

#### **E.27A: FILLING TERM ADULT EDUCATION COURSE OR PROGRAMS**

1. The successful applicant shall be offered a term contract for the duration of the course or program.
2. Any applicant who has previously successfully taught the course or program shall be offered the position in priority over other applicants.
3. When a course or program assigned to an adult education teacher on a continuing contract is cancelled or combined, the adult education teacher may be assigned to a term course or program.

#### **E.28: TRANSFERS**

1. When a department or part of the staff within a school is declared to have a surplus of teachers, seniority in the District and assignment in the school will be the basic criteria for transferring a teacher. This does not preclude a more senior teacher volunteering to transfer and they will be entitled to all the rights of this Article.
2. The Principal will consult with the appropriate staff member(s) with respect to the declared surplus prior to any announcement to the school staff.
3. It is recognized that should extenuating circumstances occur where the application of the criterion of seniority is not appropriate to accommodate the reduction or transfers of

- staff, an educationally sound rationale shall be provided, in writing, for the decision reached.
4. Any employee who has been transferred without agreement shall not be subject to a further transfer without agreement for two (2) continuous school years.
  5. When a teacher is transferred after the school year has commenced, the school district will provide assistance so that:
    - a. the teacher's own materials are moved to the new classroom;
    - b. the teacher is given time to gather materials from the classroom to be vacated;
    - c. the teacher is given time to reorganize for the new classroom assignment.
  6. The Board may transfer a teacher to a significantly different grade level or subject area only if:
    - a. there remain no vacancies in the teacher's existing grade level or subject area for which they have the necessary qualifications, and the teacher has the least district-wide seniority, as per Article C.22 (Definition of Seniority), amongst teachers in their existing grade level or subject area; and
    - b. the Board will provide support for the teacher in their new assignment.
  7. Teachers transferred as a result of reduced staff allocation to a school shall have the first priority in retaining their present position if the allocation is increased to the previous level prior to the end of the second week of school.
  8. Teacher-initiated transfers are effected through the posting process, except as agreed to by the Union.
  9. Teachers on continuing appointments may submit an application to exchange positions for a one-year period, provided each is qualified for the other position. Should any request be denied, reasons will be given in writing if so requested by the applicants. Upon approval, this exchange can be renewed for one (1) additional year. During the period of exchange, a teacher may not transfer to another position.

#### **E.29: POSITIONS OF SPECIAL RESPONSIBILITY**

1. The Board, in consultation and agreement with the Union, will draw up job descriptions for all Positions of Special Responsibility, including, but not limited to, Head Teachers, Department Heads, Helping Teachers and Teachers in Charge. These descriptions shall be recognized as the job descriptions for such positions.
2. The Board, in consultation with the Union, shall prepare a new job description whenever a new Position of Special Responsibility is created or whenever the duties of any such

position are changed or increased. When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the Union.

### **E.30: NEW POSITIONS**

1. Where a new position is created or a district secondment is considered, any allowance for the position shall be subject to negotiations between the Board and the Union. An interim rate may be established by the Board. Any dispute as to the allowance shall be referred to Step 2 of the Grievance Procedure (Article A.6).
2. School-based personnel seconded to district staff shall continue to receive remuneration consistent with the position from which they were seconded; but, in no case shall the remuneration at the seconded position be less than the individual's placement on the salary scale plus an allowance equivalent to a Coordinator (Article B.30 Allowances).

### **E.31: PERSONNEL FILES**

1. There shall be only one (1) district personnel file for each employee covered by this Agreement, maintained at district offices. Any file relating to an employee, kept at a school, whether in written or electronic form, shall be destroyed when the employee leaves that school.
2. After receiving a request from an employee, the Superintendent and/or designate, in respect of the district file, or the administrator of the school, in respect of any school file, shall grant access to that employee's file at a mutually convenient time.
3. An appropriate school board official shall be present when an employee reviews their file, and the employee shall have the right to be accompanied by a Union representative.
4. The school board agrees that only factual or material relevant to the employment of the employee shall be maintained in personnel files.
5. Where material critical of the teacher, or in the nature of a reprimand is placed in the file:
  - a. the teacher shall be so informed and
  - b. the teacher may elect to attach an addendum to the material.
6. Upon written request, material critical of the employee (other than evaluation reports) or in the nature of a reprimand, may be removed after two (2) years provided that no material of a similar nature has been filed subsequent to the initial filing. This request shall not be unreasonably denied. If the appropriate Board Official does not agree to the removal of the specified material, the Union may file a grievance pursuant to Article A.6 (Grievance Procedure) of this agreement.

7. District personnel files shall be in the custody of the Superintendent or designate and shall not be accessible to other than appropriate administrative officials of the school district.

### **E.32: EVALUATION PROCESS**

1. Prior to the first formal visit, the evaluator and the teacher shall discuss and confirm the process of evaluation and the criteria by which the teacher's effectiveness is to be evaluated. If a teacher disagrees with the process or criteria, the teacher may, without prejudice, indicate their objections in writing to the Principal with a copy to the Superintendent and to the Union.
  - a. The criteria of effectiveness shall relate to teaching and learning situations which can reasonably be expected to be the teacher's responsibility and over which the teacher has control.
  - b. The teacher and the evaluator shall agree on the time span of the process and on a time table for observations and conferences.
  - c. In the case of a teacher new to Delta, the process of evaluation shall not, without the agreement of the Union, begin earlier than eight (8) weeks after the assignment commences.
  - d. Only assigned activities shall be evaluated.
  - e. The evaluation will be based on sufficient observations which reflect the teacher's assignment and the general work of the teacher in that school.
  - f. In the case of an adult education teacher, the evaluator may consider the results of student surveys of the adult education program and its delivery routinely conducted to assist in determining the effectiveness of programs which have been returned by at least 60% of the teacher's current students. The student surveys and results the evaluator intends to consider shall be given to the teacher as part of the criteria and process to be provided to the teacher under Article E.32.1
2. As soon as practical after formal classroom observation(s), the evaluator will discuss their observations with the teacher.
  - a. Any concerns shall be reviewed prior to the next formal classroom observation.
  - b. Specific suggestions for improvement shall be in writing.
  - c. Any weaknesses which are overcome prior to the writing of the final report shall not be reflected therein.

3. Any report made on a teacher shall be in writing.
  - a. The content of a teaching report shall be a specific, objective description of a teaching performance and judgments made shall be adequately substantiated.
  - b. The teacher shall receive a draft of the teaching report at least one (1) week before the report is filed.
  - c. The parties should make every effort to establish agreement on the accuracy of the draft and attempt to reconcile any differences of opinion.
  - d. Provision shall be made for a teacher to countersign the report before it is filed.
  - e. A copy of the report shall be given to the teacher at the time the report is filed.
  - f. The teacher shall have the right to submit to the evaluator a written commentary on the report to be filed with all copies of the report.
4. If there is reason to believe that there is bias on the part of the evaluator, a new evaluator, acceptable to the teacher, shall be appointed.

5. Criteria for Evaluating Teachers

In general, written reports may include the following categories:

- a. Introductory Comments
- b. Planning
- c. Instruction
- d. Assessment and Evaluation of Student Progress
- e. Classroom Management, Discipline and Climate
- f. Professional Development
- g. Contributions to the School and District
- h. Staff, Student and Parent/Community Relations
- i. Conclusion

6. Plan of Assistance

- a. When a report states that the learning situation is less than satisfactory, the teacher shall have the opportunity to participate in a plan of assistance.
- b. The evaluator shall take the initiative to develop a plan of assistance in conjunction with the teacher, the employer and the local association.
- c. The plan shall include a statement of weaknesses to be overcome, recommendations for improvement, a sequential process for overcoming identified weaknesses, an adequate time line, and the identification of necessary resources and professional support.

- d. The plan should be developed and made available to the teacher within one (1) month of the filing of the report.

## 7. Evaluation Schedule

The evaluation schedule for continuing teachers shall be as follows:

- a. For teachers on a continuing appointment in their first year of employment pursuant to the Letter of Understanding H.2 (Evaluation of Teachers in their First Year of Employment with the Board) appended to this agreement; then in their fifth year and thereafter every tenth year;
  - b. Teacher initiated;
  - c. Evaluator initiated where there are concerns;
  - d. Evaluator initiated with the agreement of the teacher.
8. The requirement for a teacher's evaluation may be waived by the Board where agreement exists between the teacher and supervisor which is approved by the Superintendent.

### **E.33: PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE**

1. The Board shall not dismiss a continuing teacher on the basis of less than satisfactory performance of duties except where the Board has received three (3) consecutive reports indicating that performance is less than satisfactory pursuant to Article E.32 (Evaluation Process).
2. The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months. Such period not to include the time during which the teacher is participating in a Plan of Assistance. This Plan may include a mutually-agreed upon transfer of a leave of absence for professional development, pursuant to Article E.32 (Evaluation Process).
3. Two (2) reports shall be written by the Principal of the school to which the teacher is assigned. A third report shall be written independently by a Superintendent, an Assistant Superintendent, a Director or District Principal. The results of all reports shall be based solely on the evaluator's own observations.
4. Where the Board intends to dismiss a teacher on grounds of less than satisfactory performance of teaching duties, it shall, no later than two (2) calendar months prior to the end of the school term, notify the teacher and the President of the Union of such intention and provide an opportunity for the teacher and representative of the Union to meet with the Superintendent and the Board within fourteen (14) days of such notice.

5. Where, subsequent to such meeting, the Board decides to dismiss a teacher pursuant to this Article, 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.

#### **E.34: TEACHERS-TEACHING-ON-CALL ON THE ON-CALL LIST**

1. The Board shall maintain a list of certificated and qualified employees who have been employed by the Board to work as on-call employees. This list shall be called the "Teacher-Teaching-on-Call List" and shall be referred to as the "List". The Board shall forward a copy of the list to the Union, initially in the month of September, and then quarterly, with additions and deletions forwarded monthly or as requested by the Union.
2. The Board shall not remove a person from the list of Teachers-Teaching-on-Call save for just and reasonable cause, subject to Article A.6 (Grievance Procedure).

3. Call Out Practice

The Board agrees that it will maintain a central call-out system. Every attempt will be made to place teachers-teaching-on-call according to the request of the teacher who is absent. Following this, every attempt will be made to ensure that all teachers-teaching-on-call receive equal call-out privileges.

4. Bi-Weekly Pay Periods

Teachers-teaching-on-call shall receive pay based on a bi-weekly payroll system.

5. Call-Out Duties

- a. When for any reason an employee with instructional duties is absent from a school, the Board shall employ a teacher-teaching-on-call to replace that employee. A teacher-teaching-on-call shall be required to assume only the duties of the employee they are replacing.
- b. The teacher-teaching-on-call shall be informed of the duties required at the time of the call out.
- c. The teacher-teaching-on-call may be required to perform the duties of more than one employee provided that they are informed of such duties at the time of call out.
- d. A teacher-teaching-on-call reporting 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 wages.
- e. A teacher-teaching-on-call reporting to a school for a half-day and not utilized or utilized for only a portion of the half-day shall be paid a half-day's wages.
- f. No assignment shall be for less than one half of a day.

6. Continuous Short-Term Assignment (6 - 20 days)

A teacher-teaching-on-call's assignment shall not be considered broken by:

- a. A non-instructional day;
- b. A strike or lockout;
- c. Absence for one (1) day due to illness or accident;
- d. The regular teacher returning for one (1) day.

7. Long-Term Teachers-Teaching-on-Call (21 days or more)

- a. Long-term teacher-teaching-on-call employees shall be defined as having worked over twenty (20) consecutive teaching days in one (1) assignment.
- b. A long-term teacher-teaching-on-call employee is entitled to benefits and experience recognition pursuant to this agreement.
- c. A long-term teacher-teaching-on-call employee's service shall not be considered broken by:
  - i) A non-instructional day;
  - ii) A strike or lock-out;
  - iii) Absence due to illness or accident;
  - iv) The regular teacher returning for one (1) or two (2) days.
- d. Long-term teacher-teaching-on-call employees shall accumulate sick leave at the same rate as regular employees.
- e. Long-term teacher-teaching-on-call employees will be paid for participating in non-instructional days occurring during the assignment.
- f. A long-term teacher-teaching-on-call shall be converted to a continuing contract after eighty (80) teaching days in one (1) assignment.



## **SECTION F      PROFESSIONAL RIGHTS**

### **LOCAL PROVISIONS**

#### **F.21: PROFESSIONAL AUTONOMY**

1. Teachers shall, consistent with the requirements of the prescribed and authorized curriculum and district program expectations, have individual professional autonomy in determining the methods of instruction, and the planning and presentations of course materials in the classes of pupils to which they are assigned.

#### **F.22: EDUCATIONAL CHANGE**

1.
  - a. An ongoing Joint Educational Change Committee shall be established to provide advice on the planning for and implementation of educational change in the district based on the principles outlined in F.22.2. The membership of the committee shall be composed of equal numbers appointed by the Board and Union.
  - b. The Board shall provide sufficient release time for members of the Joint Educational Change Committee to meet and conduct its business.
  - c. Committees formed to deal with the implementation of specific education changes shall report as necessary to the Joint Educational Change Committee.
2. The Board and the Union agree that the teacher is the key agent in the process of educational change. Conditions for effective and lasting change include, but are not limited to:
  - a. the teacher's role in educational change;
  - b. classrooms and schools as centres for change;
  - c. consideration to the precursors for change -- present practice, the value of the new practice, clarity of proposed outcomes;
  - d. appropriate resources;
  - e. time;
  - f. teacher determination of appropriate methodology;
  - g. professional development support including the opportunity for retraining;
  - h. responding to research of best practice and the notion of pilot testing new innovations;
  - i. planning that considers and makes explicit outcome indicators for successful change.

The implementation shall acknowledge the uniqueness of communities, school districts, and schools and the diverse needs and expectations of parents and students. The process shall be flexible enough to accommodate these differences.

## **F.23: PROFESSIONAL DEVELOPMENT**

1. The Board and the Union agree on the importance of fostering the professional development of individuals and school-based professional development leadership. Each school staff shall elect a Professional Development contact person.
2. The Board shall provide a fund for the purpose of promoting the professional development of the teaching staff of the school district. The funding formula shall be the number of F.T.E. teachers as at October 31 each year, plus the number of teachers on the official teacher-teaching-on-call list as at October 31 each year, multiplied by 50% of the daily teacher-on-call rate of pay.
3. Any funds not used in a given year shall be carried forward and added to the following year's in-service funds.
4. The professional development fund will not be required to finance educational change or curriculum implementation in the district.
5. Teachers-teaching-on-call shall have access to the professional development fund on the same basis as other employees in the district.
6. The professional development fund shall be administered by the Union's Professional Development Committee.
7. Professional development at the school level will be developed collegially by Administration and school staff.
8. The Union shall submit an annual report to the Board accounting for the disposition of the funds.

## **SECTION G LEAVES OF ABSENCE**

### **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.)*

### **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.)*

*Note: Refer also to Article G.22*

### **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.*

### **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.4.6.]**

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.4.7.]**

- 4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

**Local Provisions:**

- 5. In the event that an employee suffers bereavement of a ward, they shall be granted a leave of absence by the Board for up to a total of five (5) teaching days, for such immediate family member and shall suffer no loss of salary or accrued sick leave by reason of such absence.
- 6. Upon application, a leave of five (5) days in excess of the five (5) days approved in Article G.4.1 or G.4.5 may be granted with pay, without pay, or at teacher-teaching-on-call cost.
- 7. Upon application, leave may be granted with pay, without pay, or at teacher-teaching-on-call cost to attend the funeral of a friend or relative who is not a member of the immediate family. See also Article G.4.3 for unpaid leave.
- 8. Approval of leave under Article G.4.5, G.4.6 and G.4.7 shall not be unreasonably denied.

*Note: Refer also to G.22 Compassionate Care/Bereavement Leave.*

**G.5: UNPAID DISCRETIONARY LEAVE**

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

(3) days.

*Implementation:*

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

*Note: See also Article G.25 Discretionary Leave.*

**G.6: LEAVE FOR UNION BUSINESS**

**Note: Article G.6.1.b applies for the purposes of Article A.10 only. PCA Articles G.6.1.a and G.6.2-G.6.10 are not applicable in School District No. 37 (Delta). See Article G.32 Union Leave.**

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

**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.

**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.

#### **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.

#### **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.

### **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 PROVISIONS**

### **G.21: SICK LEAVE**

1. Sick leave allowance shall be credited to an employee on the basis of one and one-half (1 1/2) days for each month of full-time active service to the Board, (15 days per school year). A month of active service shall be defined as ten (10) teaching days or 50% of the teaching days in the month, whichever is less. Employees working less than full-time shall receive a pro-rated sick leave allowance.
2. Any day (or part thereof) during which the employee has been absent with pay while ill, disabled, quarantined or because of an accident (for which compensation is not payable under the Workers' Compensation Act) shall be charged against any sick leave accumulated by the employee.
3. In each year no fewer than fifteen (15) days of sick leave shall be available to each employee at the beginning of the school year. Employees commencing employment with the Board during the year shall then have available to them the pro-rata portion of sick leave benefits which would accrue to them for the balance of the school year.
4. In their first year in the district, new teachers shall, in addition to their annual sick leave entitlement, be eligible to draw up to ten (10) additional sick days from a district fund.
5. When an employee is given leave of absence without pay for any reason or is laid off and returns to the service of the Board upon expiration of such leave of absence or layoff, they shall not receive sick leave allowance for the period of such absence but shall retain their cumulative allowance, if any, existing at the time of such leave or layoff.

6. In any one year when an employee has not used their sick leave allowance or has used only a portion of it, the entire unused allowance shall accumulate for their future use.
7. When an employee has resigned and returns to a continuing position, then the employee's previous accumulated sick leave allowance shall be reinstated.
8. A maximum of one hundred and twenty (120) sick leave days may be used in any school year.
9. A record of all unused sick leave allowance will be kept by the Board. The Board shall advise each employee annually of the amount of their accumulated sick leave allowance. Employees shall be advised on the amount of their sick leave allowance upon request.
10. An employee may, at their own expense, be required to produce a certificate or signed form from a duly qualified medical practitioner for any illness certifying that the employee is unable to carry out their duties due to such illness, together with the anticipated date of return.
11. When an employee's assigned time must be reduced based on medical reasons substantiated by a medical certificate, the board shall grant sick leave, as per Article G.21.1, for the portion of time not worked.

#### **G.22: COMPASSIONATE LEAVE**

1. In the event that an employee suffers serious illness in their immediate family, in which recovery is in doubt, they shall be granted a leave of absence by the Board for up to a total of five (5) teaching days, for such immediate family member and shall suffer no loss of salary or accrued sick leave by reason of such absence. Where leave is granted for serious illness and if death occurs within five (5) days, the bereavement leave shall be deemed to have begun on the day of the death. For the purpose of this Article, immediate family is defined as spouse, child, son or daughter-in-law, parent, sibling, parent of spouse, grandparent, grandchild, ward, or any dependent relative living in the same household.
2. Upon application, a leave of five (5) days in excess of the five (5) days approved in G.22.1 above may be granted with pay, without pay, or at teacher-teaching-on-call cost.
3. Approval of leave under this Article shall not be unreasonably denied.

*Note: Refer also to Article G.2 and Article G.4.*

#### **G.23: JURY DUTY**

1. Where a teacher is required by due process of law to attend a court when school is in session for the purpose of jury selection or to serve as a member of a jury, they shall be granted the necessary leave and suffer no loss in salary or accrued sick leave by reason of

such absence provided that they direct any payments received for such attendance, for days school is in session, to School District #37 (Delta).

2. Legal Proceedings

Where an employee is required to attend a Canadian Court of Law by reason of subpoena, the employee shall suffer no loss of salary.

3. Private Matters

The Board may grant a leave of absence for an employee to attend a Canadian Court of Law and the employee shall continue to receive full salary. The employee shall be responsible for the equivalent of full costs of the teacher-teaching-on-call for the period of leave.

**G.24: PERSONAL LEAVE DAY**

1. Except for adult education teachers, upon application, teachers shall be granted one (1) personal leave day, at teacher-teaching-on-call cost.
2. Such leave shall not be attached to the Spring Break or Christmas Break.
3. These days are non-cumulative.

**G.25: DISCRETIONARY DAY**

1. Except for adult education teachers, teachers shall be granted one (1) discretionary leave day each school year with pay. These days are non-cumulative.

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

**G.26: MATERNITY LEAVE AND S.E.B. PLAN AND PARENTHOOD LEAVE**

1. Short Term Maternity Leave - Part 6 of the Employment Standards Act is guaranteed and applies.
  - a. Supplemental Employment Benefits on Maternity Leave
    - i) When a pregnant employee takes the maternity leave to which they are entitled pursuant to the Employment Standards Act, the Board shall pay the teacher 95% of their current salary for the first two (2) weeks of leave--if the teacher is eligible to receive E.I. benefits, the difference between 50% of their current salary and the amount of the E.I. Maternity benefits received by the teacher for a further fifteen (15) weeks.
    - ii) The Board agrees to enter into the Supplemental Employment Benefit (SEB) Plan agreement required by the Employment Insurance Act in respect of such maternity payments.

- b. Use of Sick Leave
  - i) A terminated pregnancy shall be treated as sick leave.
  - ii) If at the end of the agreed upon period of leave, the employee provides a medical certificate indicating they are unable to return to duty because of ill health, they shall qualify for their sick leave provisions.
- 2. Short Term Parental Leave (inclusive of adoption) - Part 7 of the Employment Standards Act is guaranteed and applies.
- 3. Parenthood Leave - provided for parenthood purposes under circumstances (a) and (b), and (c) as follows:
  - a. Maternity-Related Parenthood Leave
    - i) Available as an alternative to Maternity Leave. Leave under this section is in addition to Maternity and Parental Leave.
    - ii) The length of this Parenthood Leave shall be from five (5) months to sixteen (16) months depending on individual circumstances, and coinciding with Article G.26.3a iv) below. The length of this leave shall, upon request, be extended for one (1) additional school year only. Such request for extension must be received by March 15 of the first year of leave.
    - iii) Unless otherwise approved by the Board, the date of leaving shall coincide with December 31, September 1, the end of a semester or quarter, or Spring Break.
    - iv) The date of return shall be September 1.
    - v) During the first twenty-four (24) weeks of maternity-related parenthood leave, the following provisions shall apply:

Any pension, medical or other plan beneficial to the employee shall continue, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

      - a) the employer pays the total cost of this plan;
      - b) the employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the employer and the employee.

b. Non-Maternity Related Parenthood Leave

- i) The length of this leave shall be ten (10) months. The length of this leave shall, upon request, be extended for one (1) additional school year only. Such request for extension must be received by March 15 of the first year of leave.
- ii) Unless otherwise approved by the Board, the date of leaving shall be September 1.
- iii) The date of return shall be September 1.

c) Other Governing Clauses

- i) Applications for leave must be submitted to the Board six (6) weeks prior to the effective date of leave.
- ii) Leave is granted on the understanding that the teacher will be returning. Teachers on leave shall re-affirm in writing no later than March 15 their intention to return. If notification is not received on or before this date, the right to return to staff is forfeited.
- iii) If an application for early return to duty is received by the Board, the request for return shall be granted when a suitable position is open.
- iv) Benefits may be continued, subject to the restrictions of the various carriers, while on parenthood leave, by arranging to pay total premium costs to the Board in advance for five (5) month periods.
- v) Seniority in the District will accumulate while on parenthood leave. The length of parenthood leave will be limited to a maximum of ten (10) teaching months, or whatever lesser period to coincide with the September 1 return, if seniority in the District is one (1) year or less.

**G.27: PATERNITY LEAVE**

- 1. Teachers shall be entitled to one (1) day of paternity leave with pay, to be arranged to be taken within fifteen (15) consecutive teaching days of the birth of the child.

**G.28: ADOPTION LEAVE**

- 1. Teachers shall be entitled to one (1) day adoption leave with pay, to be taken on the day of receiving the child. If required, an additional one (1) day with pay shall be granted if the receiving is to take place outside the Lower Mainland. If both prospective parents are employed by the Board, both parents shall be granted leave if both are required to attend by the Agency.

2. Further adoption leave may be granted as follows:
  - a. application for such leave must be submitted fourteen (14) calendar days prior to the effective date of the leave; such period may be reduced by mutual agreement;
  - b. leaves taken for less than twenty-four (24) weeks shall terminate December 31, September 1, the end of the semester or quarter, or Spring Break;
  - c. leaves granted for between twenty-four (24) weeks to sixteen (16) months shall terminate September 1;
  - d. benefit provisions shall be as stated in Article G.26.3 a) v);
  - e. the employee shall notify their principal at least one (1) month prior to the intended date of return to work.

#### **G.29: EDUCATIONAL LEAVE**

1. The Board agrees to grant Educational Leave for the purpose of study or research. Application shall be made to the Board before March 31 of the year in which leave is to be taken.
2. A Selection Committee comprised of two (2) representatives from the Board and two (2) representatives from the Union shall be responsible for recommending teachers for Educational Leave, and shall be governed by the following conditions:
  - a. Where more than two (2) proposals are received, a minimum of two (2) teachers shall be granted Educational Leave each year;
  - b. Each teacher shall be paid 60% of their salary for the applicable year;
  - c. Educational Leave shall normally commence in September and be for one (1) year. A lesser duration such as a semester, or quarter, may be considered;
  - d. The teacher shall give an understanding to return to the service of the Board for a minimum period of two (2) years immediately following the Educational Leave. Upon failing to do so, the teacher shall refund on demand the amount paid by the Board during the Educational Leave, pro-rated according to the period of time worked since the return from leave;
  - e. During the period of Educational Leave, the Board shall continue its contribution to applicable benefits;
  - f. The period of Educational Leave shall be taken into account for the purpose of granting increments;
  - g. The candidates for Educational Leave shall have been employed continuously by the Board for five (5) years prior to being granted Educational Leave;

The following shall be regarded as employed time for the purpose of this Article:

- i) maternity and/or parental leave pursuant to the Employment Standards Act;
  - ii) service as D.T.A. President;
  - iii) service with the B.C.T.F.;
  - iv) service with the Department of National Defense;
  - v) exchange teaching;
  - vi) secondment
- h. Educational Leave shall not be granted to the same teacher more than once in any ten (10) year period;
- i. The Selection Committee, in making their selections, will take into account the benefit of the study of research to the School District;
- j. Teachers who have applied for Educational Leave will be advised of the Selection Committee's decision before April 30.

**G.30: DEFERRED SALARY LEAVE PLAN**

1. A Deferred Salary Leave Plan shall be implemented as agreed upon in Section J - Appendices (J.1). Appropriate forms must be submitted by March 31 each year in order to be effective for the next school year.

**G.31: DEFERRED SALARY RETIREMENT PLAN**

1. No further contributions shall be permitted to the Deferred Salary Retirement Plan after June 30, 1987. Contributors shall be entitled to maintain and/or withdraw their funds in the Plan according to the provisions of the Schedules and Auxiliary Agreement.

**G.32: UNION LEAVE**

1. The D.T.A. President shall be granted leave of absence from their duties for the school year. The Board will continue to pay the President their salary and to provide benefits as specified in this Agreement. The Union will reimburse the Board for such costs upon receipt of a monthly statement. The employer's share of the pension contribution for the D.T.A. President shall be remitted at no cost to the union.
2. The Board will, on the formal written request of the union, grant leave to other executive members of the union on a regular part-time basis or on a full-time basis for all or part of

- the school year. Wherever practical, any such leave will be for a term which coincides with a natural school break.
3. Such leave shall be counted as years of experience for purposes of salary, seniority, sick leave and pensions.
  4. The employee returning to their duties shall be assigned to the position held prior to the release or, with the agreement of the union, to another comparable position.
  5. In the event the President is unable to fulfill the presidential duties, the Board shall provide a substitute employee to permit another Union member to assume the duties of the President. Provisions of this Article shall also apply to such substitution.
  6. Subject to two (2) weeks' written notice where possible, leave of absence at teacher-teaching-on-call costs and without loss of seniority shall be granted to:
    - a. an elected or appointed representative of the Union to attend to business of bodies with which the Union is affiliated;
    - b. employees required to appear as witnesses before an Arbitration Board of the Labour Relations Board.
  7. The Union shall provide the Board with a list of its elected officers, staff representatives and any other official representative. This list shall be kept current by the Union.
  8. Where employee representatives are requested by the Board to meet on Union/Management matters, they shall suffer no loss of pay for time so spent.
  9. Where an employee is seconded to a position with the B.C.T.F. or seconded or elected to an institution, organization or government Ministry involved with education, they shall, upon prior written request, be granted leave of absence without pay for up to one school year. Where such leave is for a specified term or appointment, not exceeding four (4) years, the leave shall be for the length of the fixed term or appointment. The provisions of the seniority and experience recognition articles shall govern all such leaves.

*Note: Please see G.6 Leave for Union Business.*

### **G.33: CONTRACT NEGOTIATION LEAVE**

1. The Board agrees to release, with pay and benefits, the D.T.A.'s Chief Negotiator for the purpose of meeting with the school board to negotiate a contract settlement.
2. The Board further agrees to release, with pay and benefits, up to four (4) designated employees to negotiate a contract settlement. Costs of teachers-teaching-on-call for designated employees shall be jointly shared by the Union and the Board.



### **G.34: LEAVE FOR ELECTED OFFICIALS**

1. For the purposes of campaigning for an elective office or appointment to a public office, the following conditions pertain:
  - a. Up to four (4) weeks leave shall be granted to an employee at teacher-teaching-on-call costs for the purpose of campaigning. In the case of a federal election, the leave granted under this clause shall be for the time from the dropping of the Writ to and including Election Day;
  - b. If an employee is elected or appointed to a public office, up to ten (10) days annually may be granted by the Board on the basis of teacher-teaching-on-call costs being assumed by the employee;
  - c. If the office is one that requires a full-time commitment, leave of absence without pay will be granted for the term of the office to which they have been elected. Upon termination of the office, they will be returned to a position similar to the one left to coincide with the conclusion of the temporary replacement or sooner if a vacancy occurs.

### **G.35: OTHER LEAVES**

1. The Board and the Union recognize the need to grant leaves which benefit both the school system and the teaching community, or in emergent situations.
2. In granting leaves under this Article, the Board will be assured that continuity in the instructional program is maintained and that the educational process is not unduly disrupted by the granting of such leave to employees covered by this Agreement.
3. If a leave is requested for one (1) school year or longer in duration, the written request to the Board shall normally be made by March 31 of the year preceding the school year in which the leave is to commence.
4. If a leave is requested for less than one (1) school year, the written request to the Board shall normally be made prior to the proposed commencement of the leave.

### **G.36: LEAVE FOR COMPETITIONS**

1. Upon application, leave may be granted at teacher-teaching-on-call cost to enable participation in a recognized official provincial, national or international competition. Such leave may be granted for participation as a judge, coach, or competitor, including, but not limited to competitions in athletics, science and fine arts. Such leave shall not be unreasonably denied.

**SIGNATURES**

Signed at \_\_\_\_\_ British Columbia, this *14th day of December*, 2021



Val Windsor, Chairperson,  
Delta Board of Education  
School District No. 37 Delta



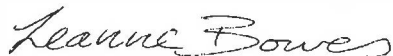
Susan Yao, President  
Delta Teachers' Association



Kelly Maranda, Director Human Resources  
School District No. 37 Delta



Alison Roche, Bargaining  
Committee Chairperson  
Delta Teachers' Association



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



Teri Mooring, President  
British Columbia Teachers' Federation

## SECTION H DISTRICT 37 LETTERS OF UNDERSTANDING

### H.1: THE EARLY RETIREMENT INCENTIVE PLAN

Employees may retire and receive benefits of the Early Retirement Incentive Plan at Christmas Break, Semester Break, Spring Break, or at the end of the school year. Early Retirement Incentive Plan applications must be submitted six (6) weeks prior to the time of intended retirement. Within one (1) week, applicants will be notified of receipt of the application by the Board. Within one (1) week of receipt of notification, applicants must submit a letter of resignation specifying their date of retirement. If it is not possible to honour all applications for the ERIP, a joint Union/Board committee will develop criteria for candidate selection.

#### 1. Non-Monetary Issues

It is recognized that work gives many long-term employees their sense of identity, status and self esteem. It provides major social contacts and also structures their use of time. As a result, assurance of assistance with psychological "bridging" is a valid early retirement incentive. Therefore, employees shall be:

- a. offered information which would assist them in preparing for retirement;
- b. encouraged to explore the options of job sharing, leave without pay, part-time teaching, phase-out etc. as provided in the Collective Agreement or Government Plans as they plan their transition to retirement.

#### 2. Monetary Issues

The Board will pay an allowance to teachers who resign from the School District and are eligible to retire under the Teachers' Pension Plan before reaching age sixty-five (65), subject to the following conditions:

The teacher must:

- a. be age fifty-five (55) or over;
- b. be on the maximum step of the salary scale;
- c. retire;
- d. have a minimum of ten (10) years aggregate service with the Delta School District.

The allowance will be paid in one (1) instalment and will be calculated as a percentage of the teacher's salary scale, exclusive of allowances, in the following amounts:

AGE IN MONTH OF RETIREMENT	PERCENTAGE OF ANNUAL SALARY
64	20%
63	20%
62	20%
61	30%
60	30%
59	40%
58	40%
57	50%
56	50%
55	50%

Part time teachers will receive the allowance pro-rated to the percentage of time actually worked averaged over the last five (5) years of service prior to retirement.

The retirement allowance may be subject to alternative tax treatments. Therefore, employees are encouraged to obtain information on alternative tax treatments.

For the school year 1992/93 the allowance shall be paid September 30, 1993.

DELTA SCHOOL DISTRICT

SIGNED ON BEHALF OF DELTA TEACHERS' ASSOCIATION

Jan Eastman, President

Lois Voth, Bargaining Committee Chairperson

SIGNED ON BEHALF OF THE BOARD OF EDUCATION, SCHOOL DISTRICT #37 (DELTA)

Sheelah J. Grasswick, Chairperson, Board of Education

Ron Eeles, Chief Negotiator Chairperson

## **H.2: EVALUATION OF TEACHERS IN THEIR FIRST YEAR OF EMPLOYMENT WITH THE BOARD**

1. Teachers in their first year of employment with the Board shall be evaluated according to Article E.32 (Evaluation Process).
2. In the event that the teacher receives a less than satisfactory report, the following process shall be implemented:
  - a. Within two (2) weeks, the Principal shall meet with the Board, the Union and the teacher to develop an individualized course of action to assist the teacher in addressing the areas identified in the report as requiring improvement.
  - b. The course of action shall include a Plan of Assistance. If the teacher requests, it will also include a different evaluator for the second report and a change of position if a suitable position is available, or a leave-of-absence without pay.
  - c. The second evaluation shall consider only those areas identified in the first report as requiring improvement. It shall commence no earlier than ten (10) teaching weeks after implementation of the Plan of Assistance and be completed within four (4) weeks.
3. If the second report is satisfactory, the two (2) reports together shall comprise the teacher's record and the teacher shall be considered to have received a satisfactory report.
4. The Board shall not dismiss a teacher on the basis of less than satisfactory performance of duties except where the teacher has received two (2) consecutive reports indicating less than satisfactory performance.
5. If the Board intends to dismiss an employee on the basis of two (2) less than satisfactory reports, it shall, no later than six (6) weeks prior to the end of the school term, notify the teacher and the President of the Union of such intention. Within fourteen (14) days of such notice, the teacher and a representative of the Union shall, upon request, meet with the Superintendent and the Board.
6. Notice of dismissal shall be issued at least one (1) month prior to the end of a school term.

### DELTA SCHOOL DISTRICT

SIGNED ON BEHALF OF DELTA TEACHERS'  
ASSOCIATION  
DELTA  
Jan Eastman, President

SIGNED ON BEHALF OF  
THE BOARD EDUCATION,  
  
Sheelah J. Grasswick, Chairperson,  
Board of School Trustees

Lois Voth, Bargaining Committee  
Chairperson

Ron Eeles, Chief Negotiator

### **H.3: REGULAR WORK YEAR FOR TEACHERS**

The parties agree that should existing, new or amended legislation and/or regulations, including Minister's Orders, in respect of the school calendar/year appear to either party to conflict with the provisions of the Collective Agreement signed for the subsequent period, they shall meet forthwith pursuant to the provision of Article A.9 (Legislative Change) to effect such changes as may be required. In any case, the number of instructional days and hours shall be the minimum number prescribed by the Ministry of Education.

Nothing in the above shall restrict the inclusion of variations to the provincially-prescribed hours/days of instruction as may be permitted within prevailing legislation, regulations, or Minister's Orders.

#### DELTA SCHOOL DISTRICT

SIGNED ON BEHALF OF DELTA TEACHERS'  
ASSOCIATION

Jan Eastman, President

Lois Voth, Bargaining Committee  
Chairperson

SIGNED ON BEHALF OF THE  
BOARD OF EDUCATION,  
SCHOOL DISTRICT #37 (DELTA)

Sheelah J. Grasswick, Chairperson,  
Board of Education

Ron Eeles, Chief Negotiator

OCTOBER 2, 2013

**H.4: SCHOOL CALENDAR/REGULAR WORK YEAR**

1. The parties agree that pursuant to the School Act, the Board shall, for the school year 1993/94 or until the subsequent contract comes into effect (whichever is later), allow a minimum of four (4) school days to be shortened by one (1) hour for the purpose of facilitating parent-teacher interviews related to student progress.
2. Pursuant to the School Act, the Board agrees that a gradual entry program designed jointly by the Board and Kindergarten teachers shall be implemented. The gradual entry program could include altered hours and the phasing in of small groups of children for the first five (5) days after the opening of schools.
3. The Board agrees that the first day of school shall continue to be a day for organization. Pursuant to the School Act, this day shall be shortened for students. Students shall be in attendance for no more than three hours except in those secondary schools where the staff determines that more time is required to facilitate scheduling.

DELTA SCHOOL DISTRICT

SIGNED ON BEHALF OF THE DELTA  
TEACHERS' ASSOCIATION

(DELTA)

Jan Eastman, President

Lois Voth, Bargaining Committee  
Chairperson

SIGNED ON BEHALF OF THE  
BOARD OF EDUCATION,  
SCHOOL DISTRICT #37,

Sheelah J. Grasswick, Chairperson  
Board of Education

Ron Eeles, Chief Negotiator





## SECTION J APPENDICES

### J.1: DEFERRED SALARY LEAVE PLAN

Under the definition of 'prescribed plan' within Section 24B (1) (salary deferral arrangement) of the Income Tax Act, the following Agreement is to permit teaching employees of School District #37 (Delta) to arrange a self-funded leave of absence by deferring from tax a portion of salary.

#### 1. DEFINITIONS

"Accrued interest" means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the participant, calculated from:

- a) the first day of any such monies has been so retained by the Board, or
- b) the last date to which interest has been paid in accordance with clause 3.4 or whichever is later.

"Board" means the Board of Education, School District #37 (Delta).

"Agreement(s)" means the agreement(s) in force from time to time between the Board and the Association.

"Association" means the Delta Teachers' Association.

"Committee" means a committee as defined by agreement(s) between the Board Association.

"Contract year" means the twelve (12) month period from July 1 to June 30.

"Current compensation amount" means the total compensation payable by the Board to the participant for the contract year, including their proper salary and all allowances in accordance with the agreement(s) in force.

"Deferral Period" shall be the number of years not to exceed six (6) years for which compensation is deferred in accordance with clauses J.1(3.1) and J.1(3.2), including the years referred to in clauses J.1(4.4) and J.1(4.5), if applicable. To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

"Deferred compensation amount" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause J.1(3.1) and augmented from time to time by interest thereon calculated in accordance with clause J.1(3.3) but less all interest paid to the participant in accordance with clause J.1(3.4).

"Eligible employee" means an employee of the Board.

"Eligible investor" means any Canadian chartered bank, any trust company authorized to carry on business in the Province of British Columbia, and any credit union authorized to carry on business in the Province of British Columbia. At the present time, the Royal Trust Company is the "eligible investor".

"Memorandum of Agreement" means the Agreement described in Schedule "A".

"Participant" means an eligible employee who has completed a Memorandum of Agreement and whose application for participation in the plan has been approved by the Board in accordance with clause J.1(2.2).

"Plan" means the deferred salary leave plan set out in this Agreement and includes all amendments thereto.

## 2. APPLICATION

### a. Formal Application

In order to participate in the Plan, an eligible employee must make written application by way of Schedule "A" to the Personnel Office by March 31, stating the date when the eligible employee wishes to participate in the Plan.

### b. Approval

The approval of each application made under clause J.1(2.1) shall rest solely with the Superintendent of Schools. The Superintendent shall, at least one month prior to participation in the Plan or at a date otherwise agreed between the Board and the Association, advise each applicant of their approval or disapproval of their application.

### c. Date of Participation

If the Superintendent of Schools gives their approval in accordance with clause J.1(2.2), the participation of the eligible employee in the Plan will become effective on the date requested by the eligible employee, or if such date is not agreed to by the Superintendent, then on a date which is agreed to by the Superintendent and the eligible employee.

## 3. FUNDING FOR LEAVE OF ABSENCE

Funding for leave of absence shall be as follows:

### a. Compensation Deferred

During each year of the deferral period, the participant will receive their current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement which is to

be retained by the Board. Such percentage amount may be varied, subject to clause J.1(3.2), by giving written notice to the Board at least one (1) month prior to July 1 in any year for the next or subsequent years.

b. Maximum Percentage Deferred

The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one-third (33 1/3) per cent.

c. Investment of Deferred Compensation

The monies retained by the Board for each participant, in accordance with clause J.1(3.1), including interest thereon (until paid out in accordance with clause J.1(3.4). shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible investor. The committee shall choose such eligible investor and in making such determination, the Board, the Association, and members of the committee shall not be liable to any participant for any investments made which are authorized by this clause.

d. Payment of Accrued Interest

The eligible investor shall pay the accrued interest annually to the participant.

4. TAKING OF LEAVE OF ABSENCE

The taking of a leave of absence shall be governed by the following provisions:

a. Qualification to Participate

The leave of absence shall occur according to, and be governed by, the deferred salary leave plan policy then established by the Board for its employees.

b. Manner of Payment During Leave

The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event payments shall not be more frequently than provided for the payment of salaries under the agreement(s).

c. Amount of Payment During Leave

The payments to be made to a participant in accordance with clause J.1 (4.2) during a leave of absence shall be related to the deferred compensation amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of a participant. The participant shall not receive any salary from the Board during the leave other than the deferred compensation amount.

- d. Board's Right to Refuse Leave  
If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Memorandum of Agreement, the Board, upon not less than six (6) months notice prior to the scheduled date for the commencement of the leave, may in its discretion, defer the leave of absence on one (1) occasion only for up to one (1) year. In such cases, the participant may choose to remain in the Plan or may withdraw from the Plan.
- e. Participant's Right to Defer Leave  
Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one (1) occasion only, with the consent of the Superintendent of Schools given not less than six (6) months prior to the scheduled date, postpone such leave for up to one (1) year.
- f. Leave of Absence  
The leave of absence shall immediately follow the deferral period.
- g. Return to Employment  
The participant shall return to employment with the Board for a period not less than the period of leave.

## 5. WITHDRAWAL

- a. Termination of Employment  
A participant who ceases to be employed by the Board also terminates participation in the plan.
- b. Withdrawal from Plan  
A participant may withdraw from the Plan upon giving written notice of intent not less than six (6) months prior to the date on which the leave of absence is to commence.
- c. Payment  
Upon termination of employment and/or withdrawal from the Plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days but not later than in the first taxation year that commences after the end of the deferral period, dependent upon the choice of the participant. Upon such payment being made, the Board shall have no further liability to the participant.
- d. Upon Death  
Should a participant die, the Board shall within sixty (60) days of notification of such death, pay the deferred compensation amount to the participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

6. TERMINATION OF AMENDMENT OF PLAN

a. Agreement

The Plan may be amended or terminated by agreement between the Board and the Association.

**SECTION K      PROVINCIAL LETTERS OF UNDERSTANDING AND  
MEMORANDA OF AGREEMENT**

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**Re: Designation of Provincial and Local Matters**

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

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

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

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA



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

### **Housekeeping – Form Issues**

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

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

1. Term and Renegotiation, Re-opening Agreement During Term, Bridging, Strikes, Renewal, Retroactivity
2. Legislative Change
3. Recognition of the Union
4. Membership Requirement
5. Exclusions from the Bargaining Unit
6. Job Security including Contracting Out
7. Deduction of BCTF Dues and Professional Fees
8. President's/Officer Release
9. Management Rights and Responsibilities
10. Pro-D Chairperson/Coordinator Release
11. Release for Local, BCTF, CTF, Teacher Regulation Branch and Education International Business
12. Leave for Contract Negotiations
13. School Staff and District Committees
14. Access to Information
15. Copy of Agreement and melding/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;"><b>Appendix 2</b> <b>LOCAL MATTERS</b></p>
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**Appendix 2 – Local Matters**  
**Housekeeping – Form Issues**

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

**Section A – The Collective Bargaining Relationship**

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

**Section B – Salary and Economic Benefits**

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

## **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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



6. No Discrimination
7. Multiculturalism
8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum 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

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

**Professional Development**

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

Professional Development:

Language concerning the date that funds for professional development are to be made available in a district, reference to a “fund” for professional development purposes and the continued entitlement 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*

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

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

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

Dated this 7<sup>th</sup> of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School  
Employers’ Association

“R. Worley”

“K. Halliday”

**LETTER OF UNDERSTANDING NO. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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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).**

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Not applicable in SD No. 37 (Delta).

**LETTER OF UNDERSTANDING NO. 3.B**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

Original signed by:

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Jacque Griffiths  
For BCPSEA

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Jim Iker  
For BCTF

## 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 26<sup>th</sup> day of March, 2020

Original signed by:

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Alan Chell  
For BCPSEA

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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**

Not applicable in SD No. 37 (Delta).



**LETTER OF UNDERSTANDING NO. 6**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**  
**AND**  
**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

*Revised with housekeeping March 26, 2020*

## LETTER OF UNDERSTANDING NO. 8

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

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Alan Chell  
For BCPSEA

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March 26, 2020  
Date

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Teri Mooring  
For BCTF

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March 26, 2020  
Date

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

## **LETTER OF UNDERSTANDING NO. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.
7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:

- a. Vancouver Teachers' Federation [VSTA, VESTA]<sup>1</sup> / 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:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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



**Appendix A to Letter of Understanding No. 9**

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

<b>Medical Services and Supplies continued</b>	
Hearing aids	\$3,500 per 48 months
Orthopedic shoes	\$500 per year
Orthotics	\$500 per year
<b>Vision Care</b>	
Maximum	\$550 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
<b>Paramedical Services</b>	
Naturopath	\$900 per year
Chiropractor	\$900 per year
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 SD No. 37 (Delta).

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

### **BETWEEN**

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

### **AND THE**

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

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

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

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

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

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

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

8. Once transferred, the previous local collective agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than June 30<sup>th</sup> of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30<sup>th</sup> of the preceding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than November 15<sup>th</sup> of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15<sup>th</sup> of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date of LOU 16(c) signed below.

Example:

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

*Original signed by:*

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

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Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

**AND WHEREAS** this 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 1<sup>st</sup> (or 22 calendar days from the start of the class) as follows:

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

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

*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. 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 26<sup>th</sup> 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 26<sup>th</sup> 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.



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