

WORKING DOCUMENT

PROVINCIAL AND LOCAL MATTERS AGREEMENT

BETWEEN -

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

AS IT APPLIES IN S.D. No. 46 (SUNSHINE COAST)

Between

The Board of Education of School District No. 46 (Sunshine Coast)

(The "Employer")

and

The Sunshine Coast Teachers' Association

(The "Local")

**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.

**PROVINCIAL COLLECTIVE AGREEMENT WORKING DOCUMENT**

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## **THE PARTIES AGREE AS FOLLOWS:**

### **Preamble (L)**

It is recognized that a basic goal of both parties is the stability of a positive and professional employment relationship. Also, it is recognized by the parties that the School Board and the Association must cooperate fully in order to be able to provide for a productive and innovative educational environment in School District No. 46 (Sunshine Coast). Finally, it is recognized by the parties that the Board and the Association are firmly committed to assisting, where possible, the educational endeavors of all students, teachers and administrators involved in District No. 46. This Agreement is made pursuant to and governed by Government Legislation.

## **SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP**

### **Article A.1: Term, Continuation and Renegotiation**

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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2019 to June 30, 2022. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2022 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
  - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.

- c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- 5.
- a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
  - c.
    - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
    - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

**Article A.2: Recognition of the Union**

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer in 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*.

**Article A.3: Membership Requirement**

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the local(s) in the district(s) in which they are employed, subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the

Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

**Article A.4: Local and BCTF Dues Deduction**

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

**Article A.5: Committee Membership**

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives. The local will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment

of a representative, the superintendent, or designate, and the president or designate of the local may meet and discuss the matter.

3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher teaching on call (TTOC) costs shall be borne by the employer.
4. When a (TTOC) is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the (TTOC) shall be paid pursuant to the provisions in each district respecting (TTOC) Pay and Benefits. A (TTOC) attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the (TTOC) shall receive a full day's pay. [see also Article B.2]

## **Article A.6: Grievance Procedure**

### **1. Preamble**

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

### **Steps in Grievance Procedure**

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

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

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

- a. If the grievance is not resolved at Step One of the grievance procedure within ten (10) working days of the date of the request made for a meeting referred to in Article A.6.2.a the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the local to the

superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the local, and attempt to resolve the grievance.

- b. The grievance shall be presented in writing giving the general nature of the grievance.

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

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

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

- i. the number of representatives of each party at Step Three shall be three; and/or
- ii. at least one of the employer representatives shall be a trustee.

*[Previous Local Agreement (1992-1994) Article A.22.3.3 provides "... refer the grievance to the Joint Grievance Committee, which shall be composed of three (3) representatives of the Board, one of whom shall be the Superintendent, and three (3) members of the Association."]*

- 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. [Previous Local Agreement in School District 46 does not provide otherwise]

## **Article A.7                    Expedited Arbitration**

### **1.        Scope**

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

### **2.        Process**

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



- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or to seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

**Article A.8: Leave for Provincial Contract Negotiations**

- 1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
- 2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
- 3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
- 4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement (see Article A.27.6).

## **Article A.9: Legislative Change**

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

## **Article A.10 Leave for Regulatory Business as per The Teachers’ Act**

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

**Article A.20: Exclusions from Bargaining Unit (L)**

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. Newly created teacher positions shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties. Notice of all such positions, together with written job descriptions, shall be furnished to the Association. For the purposes of this section, a “teacher” shall be as defined in the *School Act*.

**Article A.21: Security of the Bargaining Unit (L)**

The Board agrees that it shall not contract out, purchase or acquire, other than from members of the bargaining unit, educational services that consist of the type and kind of work that would normally and regularly be performed by a teacher, nor shall it assign work normally performed by members of the bargaining unit to non-bargaining unit employees, except to the degree and extent agreed to by the parties. Such agreement shall not unreasonably be withheld.

**Article A.22: Management Rights (L)**

The Association recognizes the right and responsibility of the Board to manage and operate the school district, and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board, so long as this is not in conflict with nor inconsistent with the provisions of this agreement and provided such rights are exercised fairly and reasonably.

**Article A.23: Representative Protection (L)**

Teachers shall not be discriminated against as a result of participating in the legal activities of the Association, including carrying out duties as a representative of the Association, or being involved in any procedure to interpret or enforce the provisions of the Collective Agreement.

**Article A.24: Copy of the Agreement (L)**

The Board shall place an electronic copy of the current Agreement on the school district website. In addition, a paper copy will be available in each school, provided upon appointment to the district, and upon request.

**Article A.25: Staff Orientation (L)**

1. All employees new to the staff of the Board shall receive within the first thirty (30) days of commencing duties an orientation provided by the Board and the Association.
2. The orientation shall present employees with:
  - a. the basic operation of the school district as outlined by the Board, and
  - b. the rights and responsibilities of the Collective Agreement as outlined by the Association.
3. The presentations outlined in Article A.25.2 shall be developed mutually by the Association and the Board before the presentation dates.

**Article A.26: President's Leave Terms (L)**

1. The Board hereby agrees to release the President of the Association from teaching duties for their term of office. Notification for such release shall be made by the Association to the Board, in writing, by May 15th of each year.
2. The Board shall continue to pay the President their salary and to provide benefits as specified in the agreement. The Association will reimburse the Board for such salary and benefits costs, except for the employer's share of Teacher Pension Plan costs, upon receipt of a monthly statement.
3. For purposes of pension, experience, sick leave credits and seniority, the President shall be deemed to be in the full employ of the Board.
4. The teacher returning to full teaching duties from a term or terms as President shall be assigned to the position held prior to the release or to another similar position. Every effort will be made to secure an assignment which is acceptable to the teacher.
5. In the event the President is unable to fulfill the presidential duties, the Board shall permit another Association member to assume the duties of the President. Provisions of Article A.26.1, A.26.2, A.26.3, and A.26.4 shall also apply to the teacher replacing the President.
6. If the reasons for the President being unable to fulfill the presidential duties are related to their health, and a replacement is appointed, then the President shall be able to return from secondment to full employment with the Board for the express intention of using the sick leave provisions provided for in contract.

**Article A.27: Leave for Union Business (L)**

1. An employee covered by this agreement who is a member of the Executive Committee, Representative Assembly, a committee or task force of either the local, the BCTF, the CTF, the B.C. Teachers' Council or appointed an official representative or delegate of the local or the BCTF, or who is an Association staff representative, shall be entitled to release time without loss of pay from instructional duties to carry out the duties involved, as outlined below.
2. The employee should notify the Superintendent of the release time needed at least three (3) working days in advance of the leave being taken.
3. The release time will not be taken unless a satisfactory teacher-teaching-on-call, if required, is available. Whether a teacher-teaching-on-call is satisfactory or required shall be agreed upon by the employee and the supervising Administrative Officer.
4. The Board shall be reimbursed for the cost of the teacher-teaching-on-call.
5. In the event that an employee covered by this agreement is elected to a full-time position as an officer of the BCTF, or is appointed on a term contract of employment to the administrative staff of the BCTF, or secondment to the Federation, leave of absence without pay shall be granted for the duration of those duties. For purposes of pension, experience and seniority the employee shall be deemed to be in the full employ of the Board.
6. Release time with pay shall be provided to up to four (4) members of the Association bargaining committee to conduct contract negotiations.

**Article A.28: Right to Representation (L)**

1. A representative of the Association will attend a meeting between an Association member and an Administrative Officer of the Board if:
  - a. the meeting is or may become discipline-related;
  - b. the Association member or the Administrative Officer has reason to believe a representative of the Association should be present.
2. Should a meeting between an Association member and an Administrative Officer become disciplinary, the meeting will be adjourned until such time as a representative of the Association is able to be present.
3. A representative of the Association shall be released from teaching duties without loss of pay in order to attend such meetings.

**Article A.29: School Staff Representatives (L)**

Local Association school staff representatives, elected in accordance with local Association procedures, shall have the right to:

- a. convene staff meetings in the school during non-instructional time to conduct Association business;
- b. be relieved of instructional duties with no loss of pay to attend to urgent union business and to participate in a grievance or arbitration relating to their school, provided approval is obtained from the supervising Administrative Officer. Such approval shall not unreasonably be withheld.
- c. be relieved of supervision duties within the school while holding the office of Staff Representative.
- d. in the event that the staff representative position is shared, relief of supervision duties shall be shared as agreed upon by the staff representatives.

**Article A.30: Teachers' Assistants (L)**

- 1. The Board agrees that teachers' assistants shall be employed only in a supplementary role and shall be under the direct instructional supervision of teachers.
- 2. Teachers shall not assume employment supervision responsibilities for teachers' assistants. All teachers' assistants employed by the Board to assist teachers in carrying out their responsibilities and duties under the School Act shall be assigned to classes and/or students by the Administrative Officer and shall be assigned specific duties by the teacher during the designated periods of time.
- 3. Teachers' assistants shall not assume at any time the direct instructional responsibility for providing educational programs to students or groups of students nor perform any of the duties of teachers, except under the direction of teachers and shall not assume whole class instructional responsibilities when a teacher is absent from the classroom.
- 4. Teachers' assistants may continue to assist teachers in the performance of the teachers' duties, including small group instructional assistance as specified by the teachers.

**Article A.31: Access to Information (L)**

The Board agrees to furnish the Association, upon request:

- a. annual financial statements, budget, final determination and fiscal framework;

- b. necessary employee information, including names, addresses, grid placement, seniority and assignment;
- c. notification of employee hiring, resignation, transfer and discharge;
- d. agendas and minutes of all public Board meetings;
- e. further information as may be mutually deemed necessary for the Association to fulfill its role as representing the teachers in the district.

**Article A.32: Access to Work Site (L)**

Representatives of the Association and/or the BCTF, authorized by the local Association, shall have the right to transact Association business on school property and utilize district facilities during times that do not conflict with any regular school activity.

**Article A.33: Bulletin Boards (L)**

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. These bulletin boards shall be provided in each staffroom in each school building.

**Article A.34: Internal Mail (L)**

The members and Association shall have access to the district mail, fax and e-mail services, and employee mail boxes, free of charge, for Association business.

**Article A.35: Picket Line Protection (L)**

1. All employees covered under this agreement shall have the right to refuse to cross a picket line established in connection with a lawful strike as defined in the Labour Relations Code of British Columbia. Any employees failing to report for duty for this reason shall be considered to be absent without pay.
2. When carrying out any School Board business away from School District property, an employee's failure to cross a picket line shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Board.
3. Employees who exercise their rights under A.35.1 and A.35.2 shall promptly inform the School Board Office.
4. The Board shall not request, require, nor direct teachers covered under this agreement to do work or carry out duties normally performed by employees engaged in a strike, or locked out, nor shall teachers request, require, or direct pupils to carry out such duties.

5. Teachers shall not be required to work with persons who attempt to perform any of the duties which would normally be performed by employees on strike or locked out.

**Article A.36: School Staff Committees (L)**

1. There may be established, as determined by a majority vote of the school staff, by September 30th of each school year, a recognized Staff Committee in each school.
2. The size, membership and procedures of the Staff Committee shall be determined by the school staff, but at least one of the school's Administrative Officers may elect to be included in its membership.
3. The staff committee may:
  - a. study and make recommendations on matters of concern to staff members;
  - b. ensure that all staff are provided with the relevant information to assist the staff in making educationally sound decisions;
  - c. have access to all school level budget and financial information, as requested.
4. Implementation
  - a. Decisions made by a majority vote of the school staff shall be binding on all members of the staff.
  - b. The school administration shall not unreasonably refuse to implement the recommendations of the staff committee.
  - c. Should the school administration not implement the recommendations of the school staff committee, reasons shall be provided, in writing if so requested. The school staff committee may forward a copy of the recommendation and the reasons to the Superintendent of Schools.



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

### **Article B.1:            Salary**

1.     The local salary grids are amended to reflect the following general wage increases:
  - a.     Effective July 1, 2019 – 2% adjustment to the Local Salary Grids
  - b.     Effective July 1, 2020 – 2% adjustment to the Local Salary Grids
  - c.     Effective July 1, 2021 – 2% adjustment to the Local Salary Grids
  
2.     Teachers employed on the date of ratification and who were employed on July 1, 2019 shall receive retroactive payment of wages to July 1, 2019.

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

3.     The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c above:
  - a.     Department Head
  - b.     Positions of Special Responsibility
  - c.     First Aid
  - d.     One Room School
  - e.     Isolation and Related Allowances
  - f.     Moving/Relocation
  - g.     Recruitment & Retention
  - h.     Mileage/Auto not to exceed the CRA maximum rate
  
4.     The following allowances shall not be adjusted by the increases in B.1.1.a, b, and c above:
  - a.     Per Diems
  - b.     Housing
  - c.     Pro D (unless formula-linked to the grid)
  - d.     Clothing
  - e.     Classroom Supplies

5. Provide for a one percent (1%) increase to the top step of the salary grid effective July 1, 2020.
6. Effective July 1, 2021 Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/ term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.

7. Part-time Employees' Pay and Benefits (L)

a. Salary (L)

Part-time employees shall be paid that portion of their regular scale salary that relates to the portion of the instructional week worked.

b. Benefits (L)

Part-time employees shall be eligible to participate in all benefit plans available to full-time employees.

c. Sick Leave (L)

Part-time employees shall be eligible for sick leave provisions as specified in Article G.1 of this Agreement and shall be accumulated and used in the same proportion as that determined for payment of salary.

d. Pension Coverage (L)

Teachers who move from full-time employment to part-time assignments shall be considered to be on leave so that they may purchase pensionable service to provide for full years' pension credit.

e. Credit for Statutory Holidays (L)

Where a statutory holiday falls in a week in which school is otherwise in session, and a part-time employee is not scheduled to work on that day, the employee shall have the option of receiving:

- i. time off equivalent to the part-time employee's overall fraction of appointment, times the regular employee's average daily instructional time; or
- ii. payment in lieu thereof calculated at the part-time employee's overall fraction of appointment, times 1/200 of the annual salary for that

employee's scale placement.

8. Placement on Salary Scale (L)

- a. Except as otherwise provided in this agreement, the salary schedule(s) found in this agreement in Section B provides remuneration for all persons covered by this agreement according to their qualifications established in years of preparation and certification and their years of experience.
- b. Placement on scale shall be determined in accordance with the category assigned by the Teacher Qualification Service and in accordance with years of experience as determined by Article B.1.8 of this Agreement. OBTAINING SALARY CATEGORIZATION IS THE RESPONSIBILITY OF THE TEACHER.
- c. At the time of appointment, the Board shall advise the employee, in writing, of the documentation required to establish initial scale placement.
- d. Each employee shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within three (3) months of commencement of employment or change in categorization or certification. The employee shall be responsible for advising the Board, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.
- e. The Board shall not refuse a request for extension of the time limits. The Board shall advise the employee, in writing, when any documentation has not been received and shall pursue the matter with the teacher.
- f. The Board shall notify the employee, in writing, of the category and experience placement that has been assigned.
- g. In the event that an employee wishes to appeal their placement on the salary scale for category and/or experience, the employee may apply, in writing, to the Salary Grid Placement Committee for adjustment which shall make the appropriate placement decision. Appeals must be made within 180 days. In the event that the matter is not satisfactorily resolved and the employee wishes to appeal further, the grievance procedure, as outlined in Article A.6 of this agreement, shall apply.
- h. The Salary Grid Placement Committee shall be a joint committee of the Association and the Board. It shall be made up of two (2) members chosen by the Association and two (2) members chosen by the Board. It shall consider all problems related to salary grid placement.
- i. Upon receipt of documentation which establishes a salary category different from that in which the employee was initially placed, a salary adjustment shall be effective retroactive to the time of initial placement, or to the commencement of the error.

9. Letters of Permission (L)

Persons holding Letters of Permission shall be placed on the first step of Category 4 or on the first step of a higher category according to years of formal education beyond Grade 12. Related experience, if applicable, shall be granted in accordance with the provisions of Section B, Article 1.8 (Experience Recognition) of this agreement. Placement shall be made by the Salary Grid Placement Committee.

10. Experience Recognition (L)

a. All teaching experience in provincial government schools or similar provincial institutions, where the service is deemed equivalent to that in the public school system, shall be recognized and credited for placement on the salary schedule.

b. Definition of Experience (L)

i. Eight (8) months of full-time experience or its equivalent, as defined in subsection B.1.7.b. shall constitute a year's experience for increment purposes.

ii. Periods of part-time teaching and short-term appointments may be added together for accumulation of years of experience credit.

iii. Increments shall be applied on September 1 and February 1 following the month in which a year's aggregate experience is earned.

iv. Teaching and related experience shall be credited for service in:  
a. provincial government schools or similar provincial institutions;  
b. Department of National Defense Schools;  
c. a school while on an approved exchange;  
d. other teaching experience where the Grid Placement Committee considers the experience to be similar to that of experience gained in a school mentioned above.

v. Experience credit shall be earned for:  
a. secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation'.  
b. secondment to the Ministry of Education;  
c. secondment to a recognized university or college;  
d. secondment to the Teacher Regulation Branch;  
e. teaching service with Canadian universities, service overseas or the Canadian International Development Agency;

- f. absence while on a paid leave of absence;
  - g. absence while on short-term, long-term educational leave, general/personal leave or self-funded leave taken for professional advancement or educational upgrading;
- vi. Journeyman experience or its equivalent, if related to the major teaching assignment, is recognized at the rate of one (1) increment for every two (2) year's experience up to a maximum of five (5) years' credit but not to exceed maximum for salary category.

**Article B.2: TTOC Pay and Benefits**

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher teaching on call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A (TTOC) shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee they are replacing is entitled to claim.
4. TTOCs shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.[not applicable in S.D. 46 - see Article B.2.8]
6. Rate of Pay: [See B.2.7 for non-certificatedTTOCs]
  - 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.

**TTOCs Rates of Pay and Benefits (L)**

7. Rates of Pay - TTOCs without Certification

TTOCs without certification shall be paid 1/275 of Category 4, Step 0. This rate includes provision for holiday pay.
8. Benefits

TTOCs shall not be eligible for any benefit packages, but shall receive 5% of salary in lieu [see also Article B.2.4 and B.2.5].
9. Call-out
  - a. A TTOC reporting to a school and being utilized for less than one-half day shall receive one-half day's pay.

- b. A TTOC reporting to a school and being utilized for more than one half day shall receive one full day's pay.
- c. It is agreed that the payment of sixty percent (60%) and forty percent (40%) of a day's pay for work in the morning and afternoon, respectively, shall be the equivalent of one-half day's pay.

[see also Article A.5.4 regarding Committee Work (Dec 07)]

10. Continuous Assignment

A TTOCs service shall not be considered broken by a professional day or a strike or lockout.

11. Pay Periods

TTOCs will be paid twice each month, as per the schedule distributed by the Payroll Department.

**Article B.3: Salary Determination for Employees in Adult Education**

Not applicable in S.D. 46 (Sunshine Coast)

**Article B.4: EI Rebate**

- 1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction. [see B.4.3 below for local language].
- 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.

3. Unemployment Insurance Premium Refund (L)

The Board shall remit monthly to the BCTF (Salary Indemnity Fund (fifty-five per cent (55%) of the savings resulting from the employment insurance premium reduction. Should the Government of Canada rule such savings are taxable, the Board shall calculate each individual teacher's share of the remitted savings and include it as part of the teacher's taxable income.

**Article B.5: Registered Retirement Savings Plan**

1. In this Article:

- a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
- b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.

2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.

3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.

4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.

7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:

- a. between September 1 and September 30 or December 15 and January 15 in any school year;



- b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

**Article B.6: Salary Indemnity Plan Allowance**

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

**Article B.7: Reimbursement for Personal Property Loss**

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

**Article B.8: Optional Twelve-Month Pay Plan**

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

**Article B.9: Pay Periods**

PCA Article B.9 does not apply in School District No. 46 (Sunshine Coast). See B.9.4 below.

4. Pay Periods (L)

- a. Teachers shall be paid in ten (10) monthly installments, with a mid-month advance of approximately 45% of their net salary. Such mid-month advance will normally be paid on the 15th of the month. The month end payment will be made by the last day of the month.
- b. Teachers employed on a continuing contract as of June 30, 2009 may apply to be paid a larger advance in the month of December. Application must be made annually, in writing, no later than December 1<sup>st</sup>. The percentage requested will be no more than 75% of their estimated net salary.
- c. TTOCs shall be paid as per Article B.2.11.

5. Part Month Payments and Deductions (L)

- a. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.
- b. A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days that month.
- c. For purposes of the above clause, any prescribed day on which the teacher is on authorized leave of absence shall be deemed to be a day of work, and deductions (if any) which are authorized by this agreement (or statutes) in respect of such leave of absence shall be made from the monthly payment required in that article.

- d. In the event that a teacher commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts:
  - i. 1/20 of regular monthly salary for each day taught; or
  - ii. full regular monthly salary less 1/20 of the salary for each day not taught

6. Salary Reductions (L)

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

**Article B.10: Reimbursement for Mileage and Insurance**

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

<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.*

**Article B.11: Benefits**

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

General Benefits (L)

5. The Board shall provide each employee with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event that an employee does not wish to participate in any particular benefit plan where

opting out is permitted, the application or enrolment form must be so noted by the teacher and kept on file by the Board.

6. The Board shall advise each employee by letter at the end of September, and all employees hired subsequent to that date at the end of the first month of employment, of those benefit plans available to employees, the cost of those plans, and of those plans in which the employee is enrolled.
7. The Board shall assist employees in obtaining required benefits from the various benefit plans.
8. The Board shall advise all teachers, including certificated teachers-teaching-on-call and teachers who are engaged in a less-than-half-time capacity, that they must elect to contribute to the Teachers' Pension Plan (or Municipal Superannuation Plan if the employee is not eligible for enrolment in the Teachers' Pension Plan) through submission of a request to the Board, with a copy to the Commissioner of Teachers' Pensions, that pension contributions be deducted.
9. The Board shall advise each employee in writing at the end of October of their accumulated sick leave.
10. The Board shall ensure that benefits begin from the starting date of employment.

### **Benefit Coverage (L)**

#### 11. Medical Services Plan

Effective July 1, 1991, the Board shall pay one hundred per cent (100%) of the premium cost of the Medical Services Plan of B. C. for each full and part-time teacher employed by the Board, except for those employed less than half-time, for whom the Board shall pay the percentage of premium that is equal to the percentage of full time worked.

#### 12. Extended Health Care Plan

The Board shall pay one hundred per cent (100%) of the premium cost of the Provincial Extended Health Benefit Plan for each full and part-time teacher employed by the Board.

13. Dental Plan

The Board shall pay one hundred per cent (100%) of the premium cost of a mutually agreed upon Dental Care Plan for each full and part-time teacher employed by the Board. The plan will include the following coverage:

- a. ninety per cent (90%) of Plan "A" basic service;*
- b. fifty per cent (50%) of Plan "B" prosthetic appliance, crown and bridge. Effective July 1, 2018, major dental coverage is per provincial minimum;*
- c. fifty per cent (50%) of Plan "C" orthodontics. Effective July 1, 2015, orthodontics coverage and lifetime maximum are per provincial minimums..*

14. BCTF/BCSTA Group Insurance Plan "B"

The Board shall pay one hundred per cent (100%) of the premiums of the BCTF/BCSTA Group Insurance Plan "B" for each full and part-time teacher employed by the Board.

15. Optional Term Insurance

Participation in the BCTF Optional Term Life Insurance Plan will be on a voluntary basis in the district provided that the necessary percentage of teachers enroll. One hundred percent (100%) of the premium will be paid by the participating teachers.

16. Benefits During Leave of Absence

The Board shall continue to provide its share of the premium payments for the Medical and Extended Health Benefit Plan, the Dental Plan and the Group Life Insurance:

- a. during the period a teacher is on short-term medical leave of absence and is in receipt of Salary Indemnity Fund benefits, and*
- b. for one (1) year when a teacher is on long-term medical leave of absence and is in receipt of benefits from a Salary Indemnity Fund.*

17. Deferred Salary Retirement Plan

The Board shall administer on behalf of the Association a Deferred Salary Retirement Plan providing no costs accrue to the Board other than general administrative costs.

18. Benefit Plan Information and Changes [Not applicable for the Provincial Extended Health Benefit Plan. See Article B.11.2 and LOU No. 9.]



**Article B.12: Category 5+**

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

**Article B.13: Board Payment Of Speech Language Pathologists’ And School Psychologists’ Professional Fees**

1. Effective July 1, 2020 each Board of Education shall pay, upon proof of receipt, fees required for annual Professional Certification required to be held for employment by School Psychologists and Speech Language Pathologists.

**Article B.20: Payment for Work Beyond Regular Work Year (L)**

1. A teacher who is requested in writing by the Board to work beyond the prescribed school year shall be paid at the rate of 1/200 of their annual salary entitlement for each day worked.
2. The employee may elect to take compensatory time in lieu of salary. The scheduling of compensatory time shall be determined by the employee after consultation with the Administrative Officer.
3. Work beyond the school year is voluntary.
4. If the work requested requires that the employee travel more than twenty (20) kilometers from their normal work site, they shall be reimbursed for travelling costs, accommodation, meals and other expenses incurred as provided in the Board's Policy Manual.

**Article B.21: Allowances (Additional Expenses) (L)**

1. First Aid Attendants
  - a. The Board shall pay the following allowances to the designated first aid teachers holding the following first aid certificates:

<b>Date</b>	<b>Occupational Level 1</b>	<b>Occupational Level 2</b>	<b>Occupational Level 3</b>
<b>Effective July 1, 2019</b>	\$ 629.16	\$ 943.72	\$ 1,258.30
<b>Effective July 1, 2020</b>	\$ 641.74	\$ 962.60	\$ 1,283.47
<b>Effective July 1, 2021</b>	\$ 654.57	\$ 981.85	\$ 1,309.14

- b. The cost of the fees for obtaining and renewing such tickets shall be reimbursed by the Board upon presentation of proof of successful completion.

**Article B.22: Positions of Special Responsibility (L)**

1. Job Descriptions

The Board, in consultation with the Association, will draw up job descriptions for all positions of special responsibility, including, but not limited to, Department Heads and Helping Teachers. These descriptions shall be the recognized job descriptions for such positions.

2. New Positions

The Board 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 Teachers' Association.

3. Allowances

Teachers appointed or assigned to the following positions shall, during the term of the position, receive annual allowances in addition to the current salary scale as follows:

<b>Date</b>	<b>Special Counsellor</b>	<b>Department Head</b>	<b>Coordinator</b>
<b>Effective July 1, 2019</b>	\$ 2,887.79	\$ 1,283.47	\$ 2,887.79
<b>Effective July 1, 2020</b>	\$ 2,945.55	\$ 1,309.14	\$ 2,945.55
<b>Effective July 1, 2021</b>	\$ 3,004.46	\$ 1,335.32	\$ 3,004.46

**Article B.23: Teacher-in-Charge (L)**

1. In each school where no vice-principal has been appointed, the administrative officer shall appoint a teacher-in-charge.
2. In the event that the administrative officer is absent from the school, the teacher-in-charge may be requested to assume the duties of the principal. Absences of administrative officers for more than five (5) consecutive days shall be filled by an acting appointment to the vacant position.
3. It is understood by the Board and the Association that a teacher-in-charge is a member of the SCTA bargaining unit and that, while acting as teacher-in-charge, the teacher is covered by all the terms and conditions of this agreement.
4. When acting as teacher-in-charge, the teacher may be relieved of regular teaching duties and a teacher-teaching-on-call shall be hired to carry out those duties.

**Article B.24: Salary Schedule**  
**July 1, 2019 – June 30, 2020**

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

**July 1, 2020 – June 30, 2021**

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

**July 1, 2021 – June 30, 2022**

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

## **SECTION C      EMPLOYMENT RIGHTS**

### **Article C.1:            Resignation**

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

### **Article C.2:            Seniority**

1.     Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2.     Porting Seniority
  - a.     Effective July 1, 2020 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in BC.

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]

- b.     Seniority Verification Process
      - i.     The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
      - ii.    The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
      - iii.   The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3.     Teacher Teaching on Call (TTOC)
  - a.     A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.

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

## **LOCAL PROVISIONS**

*Note: Refer to Appendix "A"*

### **7. Principle of Security**

The Board and the Association agree that increased length of service in the employment of the Board entitles employees covered by this agreement to commensurate increase in security of employment. Where the Board finds it necessary to lay off a teacher for reasons other than those specified in Section 110 of the *School Act*, such layoff shall be in accordance with the provisions of this article. The application of this article is to the district as a whole.

### **8. Definition of Seniority**

- a. In this agreement, seniority means a continuing employee's aggregate length of service in the employment of the Board, inclusive of service under temporary and/or part-time appointment. For purposes of calculating length of service, part-time teaching shall not be prorated.

- b. In addition to the provisions of C.2.8.a, the seniority for an employee on a continuing contract shall include:
- i. Teacher-teaching-on-call seniority accumulated pursuant to PCA Article C.2.3; and
  - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.
- c. For the purpose of establishing seniority, Board approved leaves of absence or secondment up to and including three (3) years shall count towards aggregate lengths of service.
- d. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.a and b, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority. Continuous employment includes leaves of absence.
- e. When seniority of two (2) or more employees is equal pursuant to Article C.2.8.d, the employee having served the school district as a teacher-teaching-on-call prior to having received a contract shall be deemed to have the greatest seniority.
- f. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.e, 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.
- g. When the seniority of two (2) or more employees is equal after considering Articles C.2.8.a through C.2.8.f, the employee with the earliest date of acceptance of an offer of employment with the Board, as recorded on the teacher's personnel file kept by the Board, shall be deemed to have the greatest seniority.
- h.
- i. For the purposes of this agreement, continuity of service shall be deemed not to have been broken by resignation followed by re-engagement within a period of three (3) years, or by layoff and recall pursuant to this article provided, however, that time spent on the recall list does not itself count to the length of that continuous service.
  - ii. For the purposes of Article C.2.8.h above, seniority that was ported from SD No. 46 to another school district pursuant to Article C.2.2 shall not be recognized, unless such seniority is subsequently ported back to SD No. 46 pursuant to Article C.2.2



9. Seniority List

The Board shall, by October 15th each year, forward to the Association a list of all teachers on continuing appointment employed by the Board in order of seniority, calculated according to Article C.2.8 setting out the length of seniority as of September 1st of that year. Any errors in the list must be brought to the attention of the Superintendent of Schools on or before November 15th.

**Article C.3: Evaluation**

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

**Article C.4: TTOC Employment**

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

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

**Article C.20: Layoff, Recall and Severance Pay (L)**

1. Definition of Necessary Qualifications
  - a. In this agreement, necessary qualifications as they apply to a teaching assignment means a reasonable expectation that the teacher will be able to perform the duties of the assignment based on all of the following: evidence of the successful application of instructional and professional skills; level of certification; relevant pre- and inservice training and/or education; relevant teaching and/or work experience.

- b. Concerns shall be resolved quickly and corrective measures taken within ten (10) working days. In the event that an acceptable solution has not been found within this time frame, the teacher or the Association may initiate a grievance at Step 3 (Joint Grievance Committee) of the grievance procedure.

## 2. Security of Employment

- a. When for educational, budgetary or other valid reasons the Board determines that it is necessary to reduce the total number of teachers employed on a continuing appointment by the Board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the assignments available.
- b. Nothing in Article C.20.2.a shall be taken to require the Board to transfer a teacher for the purpose of retaining on staff a teacher with less seniority than that teacher.
- c. The Board shall give each teacher it intends to lay off pursuant to this article a minimum of thirty (30) calendar days' notice in writing, such notice to be effective at the end of the school term, or, where applicable, school semester, and to contain a reason for the layoff. Information on assignments held by less senior teachers shall be available to teachers in receipt of layoff notices, and to the Association, through the Office of the Superintendent of Schools.

## 3. Rights of Recall/Reinstatement

- a. When an assignment on a teaching staff of the district becomes available, the Board shall, notwithstanding any other provisions of this Article except C.20.3.b, first offer recall to the teacher who has held a continuing contract at the time of layoff and who has the most seniority amongst those laid off pursuant to this Article, provided that the teacher possesses the necessary qualifications, as defined in Article C.20.1, for the available assignment. If the teacher declines the offer, the assignment shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the assignment is filled, or the recall list has been fully exhausted. All assignments shall be offered in this manner while there are teachers who have been laid off pursuant to this article. A teacher who is offered recall pursuant to this paragraph shall inform the Board whether or not the offer is accepted within seven (7) calendar days of the date of registered mailing of such offer. The Board shall allow ten (10) days from the acceptance of an offer under this paragraph for the teacher to report for duty, provided that when the teacher is required to give a longer period of notice to another employer such longer period shall be allowed but not to exceed thirty (30) days.
- b. The teacher's right to recall under this article is lost:
  - i. if the teacher elects to receive severance pay under Article C.20.7;

- ii. if the teacher refuses to accept two (2) assignments for which they have the necessary qualifications;
  - iii. if three (3) years elapse from the date of layoff under this article and the teacher has not been recalled.
- c. A teacher on the recall list is responsible for keeping the Office of the Superintendent of Schools informed of changes of name, address and phone number, and of any pertinent increase in certification, qualifications, training and experience.
- d. A teacher on the recall list who is re-engaged shall receive a continuing contract.

#### 4. Recall List

The Board shall maintain and forward to the Association, by October 15th and February 15th each year, a current list of teachers laid off under this Article in order of seniority as of September 1st. The list shall indicate the date that the teacher's name was placed on the list.

#### 5. Sick Leave

A teacher re-engaged pursuant to this article shall be entitled to all sick leave credits accumulated at the date of layoff.

#### 6. Benefits

A teacher who retains their right to recall pursuant to Article C.20.3 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement by payment of the full cost of such benefits to the Board.

#### 7. Severance Pay

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is laid off, save and except a teacher who is laid off or dismissed pursuant to Section 15 of the School Act, shall receive severance pay.
- b. Severance pay shall be calculated as follows:
  - i. The full-time equivalent service with the Board shall be calculated.
  - ii. That number shall be multiplied by five percent (5%) of the current fulltime salary rate of the teacher to yield the amount of severance pay, provided that the maximum amount of severance pay shall not exceed two (2) years' full-time salary.

- c. A teacher who receives severance pay pursuant to this article and who, notwithstanding Article C.20.3.b, is subsequently rehired by the Board shall retain any payments made under the terms of the Article and, in such case, for purposes only of Article C.20.7.b the calculation of years of service shall commence with the date of such rehiring.

## **Article C.21: Retraining (L)**

### **1. Teachers' Right to Retraining**

- a. A teacher who receives notice of layoff under Article C.2, and who would otherwise have retained a position except for the lack of necessary qualifications, shall be entitled to receive a leave of absence for the purpose of retraining to qualify for another position with the Board, as approved by the Superintendent. In the event that the teacher elects to take leave of absence for such purpose pursuant to this article, the Board shall amend the effective date of the layoff notice to coincide with the beginning of the school term which next follows the expiry of the period of the leave, or of any extension thereof.
  - b. The teacher shall be entitled to a leave of absence for a term of one (1) year or less at the teacher's option. An extension of the leave, with or without pay, may be arranged by mutual agreement between the teacher and the Board.
  - c. The Board shall pay to the teacher twenty-five per cent (25%) of the salary the teacher would have received in the year in which the leave is taken, provided that such amount, taken together with any amounts that may be available from other sources for such retraining, shall not exceed one hundred per cent (100%) of the salary the teacher would have received.
  - d. At the commencement of the school term next following the completion of the leave pursuant to this article, the teacher shall be entitled to be assigned to a position which is vacant and for which they possess the necessary qualifications, or to a position in which the incumbent has the least seniority in the district. In such event the layoff notice shall be rescinded.
  - e. In the event that the operation of Article C.21.1.d results in a notice of layoff being issued to the incumbent, such incumbent is entitled to all rights pursuant to this article.
2. Full-time teachers granted leave under this Section shall undertake to return and to stay in the service of the Board for a period of not less than the full-time equivalent of two (2) school years. Part-time teachers granted leave under this Section shall undertake to return and to stay in the service of the Board for a period of not less than the part-time equivalent of two (2) school years. Should a teacher not successfully complete retraining or return to the employ of the district following retraining, they shall have the option of recall/reinstatement or of

receiving severance pay pursuant to Article C.27. If the teacher elects severance pay, they shall be responsible for refunding in whole or in part the funds received while on leave.

**Article C.22: Employment on Continuing Contract (L)**

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

- a. temporary appointments made when it is known that the position is available for not less than thirty (30) working days and more than one (1) school year;
- b. probationary appointments made subject to the provisions of this agreement; and
- c. teacher-teaching-on-call appointments made when it is known that the position is available for less than thirty (30) working days.

**Article C.23: Temporary Teachers (L)**

If a teacher, after completion of 1.0 FTE years' aggregate service on a temporary contract, is rehired, they shall be hired on a continuing contract. Such service must have been completed within four (4) years.

**Article C.24: Probationary Appointments (L)**

1. No teacher shall be placed on probation save for reasons related to the performance of educational duties.
2. In the event that a teacher in the first nine (9) months of their appointment receives a less-than-satisfactory report, in accordance with Article E.27:
  - a. The teacher will be given written notification that they may be placed on probation. This notification shall contain the reasons for the action taken.
  - b. The evaluator and teacher shall prepare a plan for improvement in the teacher's performance. This plan shall include specific objectives based on the report and a jointly developed program of encouragement and assistance for the next three (3) months. It may also include in-service, which will be jointly decided by the teacher and the evaluator.
  - c. The Association President will be advised unless the teacher requests otherwise.

- d. At the end of three (3) months a second summative evaluation will commence and a written report will be completed. Should this report be less than satisfactory, the teacher's probationary contract may be cancelled with thirty (30) days' notice.
3. If after an initial less-than-satisfactory report, and if the learning situation in the probationary teacher's classroom is so poor that it severely hinders pupil learning, the probationary contract may be cancelled by giving thirty (30) days' notice in writing. This notice shall not be given during the first thirty (30) days of the probationary appointment, and there shall be at least twenty (20) teaching days included in the notice period. Such notice shall be issued only after consultation with the Superintendent of Schools and consideration of a report issued by the Superintendent, Assistant Superintendent or Director of Instruction.

**Article C.25:           Teacher-Teaching-on-Call Hiring Practice (L)**

1. Teacher-Teaching-on-Call List
  - a. The Board will maintain a list of teachers-teaching-on-call who are judged to be competent by the Superintendent or their designate.
  - b. Subject to this section, the Board shall not remove a person from the list of teachers-teaching-on-call, save for just and reasonable cause.
2. Teacher-Teaching-on-Call Hiring
  - a. Certificated teachers will be given first opportunity for a teacher-teaching-on-call position.
  - b. Subject to Article C.25.2.a, the teacher may request a specific person on the list to act as their teacher-teaching-on-call and the administrative officer will give full consideration to that person.
  - c. The Board may appoint persons not on the list to a teacher-teaching-on-call teaching assignment when none of the teachers-teaching-on-call on the list are available or when no available person on the list possesses the necessary qualifications for the assignment.
  - d. When there is a reasonable expectation that a teacher will be absent for more than thirty (30) days, the vacancy shall be filled by making a temporary appointment. The teacher-teaching-on-call involved may make an application to be considered for this appointment.

**Article C.26: Part-Time Teachers (L)**

1. A teacher with a full-time appointment may, without prejudice to that appointment, request a part-time assignment, specifying the fraction of time requested and the length of time for which the part-time assignment is requested. The Board shall not unreasonably refuse such a request. Where the request is granted:
  - a. the salary shall be prorated according to the percentage of time worked by each teacher;
  - b. a teacher shall be considered to be on leave of absence status in respect of the time not worked.
2. The teacher shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment. The teacher may return to a full-time assignment at an earlier date, or may extend the period of part-time teaching, by agreement with the Board, if reasonable notice of the request for earlier or later return has been given.
3. A teacher with a continuing part-time appointment may, without prejudice to that appointment, request an additional temporary part-time appointment for a specified fraction of time.
4. Teachers on part-time continuing appointment may request a full-time continuing appointment, and shall be considered with other applicants on the basis of qualifications, experience and seniority.
5. The Board shall create and maintain a current list of teachers who have requested part-time assignments and shall forward same to the Association.

**Article C.27: Dismissal and Discipline for Misconduct (L)**

1. The Board shall not discipline or dismiss any person bound by this agreement save for just and reasonable cause.
2. Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing 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 Association at any interview or meeting in conjunction with such investigation or discipline.

3. The Board shall neither suspend [other than a suspension to which Section 15(5) of the *School Act* applies] nor dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board or a committee of the Board (including the Superintendent of Schools and/or designate) with the employee entitled to be present, in respect of which:
  - a. the employee and the Association shall be given seventy-two (72) hours' notice of the hearing and a written statement of the grounds for the contemplated action;
  - b. twenty-four (24) hours prior to the hearing, both parties shall exchange all documents that will be considered at the hearing;
  - c. the Association, on behalf of the teacher, may file a written reply to the allegations prior to the meeting;
  - d. at such meeting the teacher may be accompanied by a representative and/or advocate appointed by the Association, who shall be entitled to receive copies of all documents placed before the Board and to ask questions of clarification, procedure and information;
  - e. in the case of suspension, the meeting referred to herein may be waived by mutual agreement.
4. Differences respecting dismissal and disciplinary action shall be subject to the grievance procedure in Section A, Article 6 of this agreement.
5. Dismissal grievances may be initiated at the Joint Dispute Committee stage of the dispute resolution process, referred to in Section A, Article 6.4.a.
6. A teacher will receive written reasons for any formal discipline at the earliest possible time, and such reasons will contain a statement of the grounds for discipline.
7. Provided the conduct of an employee subsequent to the decision to discipline does not give rise to the need for further discipline, the Board agrees that the statement of the grounds for discipline, and related information, shall be the material relied upon during the arbitration process.

**Article C.28: Dismissal Based on Performance (L)**

1. The Board shall not dismiss a teacher on the basis of less-than-satisfactory performance except where the Board has received at least three (3) consecutive reports pursuant to Section E, Article 10, of this agreement, indicating that the learning situation in the class or classes taught by the teacher is less than satisfactory.



2. The reports referred to in Paragraph C.28.1 shall be prepared in accordance with Section E, Article E.27, of this agreement and in accordance with the following provisions.
  - a. The reports shall have been issued in a period of not less than twelve (12) months or more than twenty-four (24) months.
  - b. At least one (1) of the reports shall be a report of the Superintendent, Assistant Superintendent or Director of Instruction.
  - c. The other two (2) reports shall include only reports by the Superintendent, Assistant Superintendent, Director of Instruction or the principal of the school to which the teacher is assigned.
  - d. There shall be six (6) months between reports written by the same person.
3. In the event that a teacher receives a less-than-satisfactory report:
  - a. the evaluator and the teacher shall prepare a plan for improvement in the teacher's performance. This plan shall include specific objectives based on the report and a jointly developed program of encouragement and assistance for the next three (3) months. It may also include in-service, which will be jointly decided by the teacher and the evaluator. It may also include consideration of a transfer to a mutually acceptable assignment or school, or a leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than three (3) months nor more than six (6) months after the teacher has returned to teaching duties.
  - b. the Association President will be advised unless the teacher requests otherwise.
4. The teacher may request an evaluation panel of three (3) educators selected by the Association to conduct an assessment of the teacher in their learning situation. The written report of the evaluation panel shall be filed in the same manner as the report and shall be considered by the Board prior to any decision to terminate a teacher. The report of the panel must be filed prior to, or at the same time as, any final less-than-satisfactory report.
5. Where the Board intends to dismiss a teacher on the grounds of a less-than-satisfactory learning/teaching situation, it shall, no later than one (1) calendar month prior to January 31st or June 30th, unless otherwise mutually agreed upon by the teacher and the Board, notify the teacher and the President of the Association of such intention in writing and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.

## SECTION D: WORKING CONDITIONS

### Article D.1: Class Size and Teacher Workload

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

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

Local language:

- The Board agrees to allocate teaching staff to schools to provide for maximum class sizes as follows:

Elementary

*[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.]*

Intermediate Grades 4 - 7	30
Multi-age Intermediate	28

Secondary

Science, Home Economics, Industrial Education	26
Other	30

District Special Education Classes

High Incidence	15
Low Incidence	10

Total Secondary Student Load	190
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- The Board and the Association recognize the impact class size and composition can have upon a teaching/learning environment.
- Every reasonable effort will be made to ensure that classes have a lower class size than referred to in D.1.1.

4. Prior to submitting annual staffing recommendations to the Superintendent of Schools, each school's Administrative Officer shall discuss with his/her staff the staffing needs for the following school year.
5. Teachers of Primary Program Year 1 students shall be entitled to implement gradual entry programs involving altered hours and the phasing in of small groups of students.
6. Teachers engaged in dual entry primary programs shall be provided with release days in each term for the purpose of home visits, planning, assessments, parent interviews and gradual entry.

**Article D.2: Class Composition and Inclusion**

No provincial language.

Local language:

1. This article will apply to the placement of and provision of resources for any student, including a student with special needs who, in the professional judgment of the teacher, requires an individual program or additional support.
2. The purpose of this article is to outline the process which will facilitate a quality educational program for all students by providing the most appropriate placement in the school and the most appropriate resources to support the students and the teacher to whom the students are assigned.
3. School-Based Team

For the purposes of this article “school-based team” shall include:

- a. potential receiving teacher(s);
- b. an administrative officer;
- c. school or district professional personnel, including special needs teachers and counsellors;
- d. other appropriate personnel.

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

4. Before placing a student identified in D.2.1, the school based-team shall convene a meeting of classroom teachers who may potentially receive the student or who may be significantly affected by the placement. The school-based team will consider the student's scholastic history, any pertinent assessment data and any other information which contributes to an understanding of the student's learning needs. The school-based team will also consider class sizes in the school, class composition(s), existing support systems within the school, and the professional judgment and preferences of the teacher(s) who may potentially receive the student.

5. Before placement of the student is completed, the school-based team shall plan the student's educational program. The teacher(s) to whom the student is assigned shall be advised of school-based, district and other resources and/or support services available.
6. Where an I.E.P. is required, it shall be developed by the school-based team. A “case manager” may be designated to monitor the I.E.P. Unless he/she has agreed to act as case manager, the teacher(s) to whom the student is assigned shall not be solely responsible for the development or management of an I.E.P.
7. Where appropriate, a provisional placement may be made to prevent undue delay in enrolling a student in school. This provisional placement will allow time for any necessary placement and/or planning meetings. Such meetings will occur as soon as possible. Additional resources may be provided to the school during the provisional placement.
8. Upon request of the teacher(s), the school-based team shall reassess the placement of the student, the student's educational program and the level of support being provided to the student and teacher(s). Requests for advice and/or additional resources shall be considered.
9. The school-based team shall meet on a regular basis to confirm that the student's placement, educational program and supporting resources are appropriate. The teacher(s) with whom the student is placed are included as members of the school-based team while that student's case is being considered.
10. Clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of handicapped children prior to the placement.
11. Special needs children and their teachers shall be fully covered by the Board's insurance in cases of accident or injury during all school-related events.
12. Appropriately trained persons shall be responsible to administer medication, perform medical procedures or attend to physical needs. The Board shall establish and implement a system for the administration of medication and medical procedures.
13. The Board shall provide the opportunity for teachers-on-call interested in receiving training to enable them to serve in classrooms with special needs students.
14. To ensure that all students receive adequate attention, no more than two (2) special needs students shall be placed in a single classroom.
15. For the purposes of this article “Special Needs Students” shall be those identified as “Low Incidence” in Ministry of Education guidelines.

**Article D.3: Non-Enrolling Staffing Ratios**

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

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

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:446 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:237 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:36.9 ESL/ELL students	Former LOU No. 5 (2000)

Allocations of other staff shall be based on the following formula:

- Teacher-Librarians 1 per 400 students
- Secondary Counsellors 1 per 300 students

**Article D.4: Preparation Time**

PCA Article D.4 does not apply in School District No. 46 (Sunshine Coast).

**Article D.5: Middle Schools**

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.

3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
  - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
    - iv. The hearing shall commence within a further ten (10) working days; and
    - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

**Article D.6: Alternate School Calendar**

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days

following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.

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

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

**Article D.21: Home Education (L)**

1. Educational services that may be required for home education students [as defined in the *School Act* Div. 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 agreed to between the Board and Association 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 register, instruct, prepare materials or exams, assess or prepare reports or provide other educational sources to home education students unless home schooling constitutes a discrete portion or part of the teacher's assignment.

**Article D.22: Hours of Instruction (L)**

1. Each teacher's weekly instructional assignment shall not exceed 1335 minutes (1325 minutes, effective September 17, 2014 and 1315 minutes, effective June 30, 2019).
2. A part-time teachers' assigned instructional time shall be prorated from 1335 minutes (1325 minutes, effective September 17, 2014 and 1315 minutes, effective June 30, 2019) per week.
3. A teacher's instructional assignment shall be defined as time during the instructional week devoted to teaching assigned courses and lessons, and shall include time assigned to supervise curricular activities, including study periods.

**Article D.23: Duration of School Day (L)**

1. 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.
2. In a secondary school, the duration of the school day shall not exceed six (6) hours and thirty (30) minutes, inclusive of:
  - a. instruction 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.



3. Every reasonable effort shall be made to schedule part-time assignments in secondary schools in consecutive teaching blocks.

**Article D.24: Regular Work Year (L)**

1. The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year.
2. The regular work year shall not exceed 195 prescribed days in session.
3. All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, winter break and spring break.
4. The days in session in the regular work year for the teacher shall include:
  - a. no fewer than five (5) non-instructional days for professional development;
  - b. no fewer than one (1) administrative day (being two part days);
  - c. any days that the Board and the Association agree to set aside for curriculum/educational change activities.
5. The first day of Winter break shall be the Monday preceding December 26. School shall reopen on the Monday following January 1, unless January 1 is a Sunday; then school shall reopen Tuesday, January 3.
6. The first day of Spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Tuesday following the fourth Monday in March.
7. Any teacher requested by the Superintendent or the Principal and who agrees to work beyond the number of prescribed days in the school year shall receive equivalent compensatory time off or shall be paid as provided in this contract by mutual agreement.
8. In the event of a Board-ordered closure of the work site or cancellation of student attendance, teachers shall be expected to report to work unless otherwise advised. In any event, teachers shall not suffer any loss of pay.

**Article D.25: School Supervision (L)**

1. Except in emergency situations, no teacher shall be required to perform more than twenty (20) minutes school supervision per week.

**Article D.26: Availability of Teachers-Teaching-on-Call (L)**

1. When a teacher is absent from a school or other district workplace, the Board shall employ, if necessary, a teacher-teaching-on-call to replace that teacher forthwith upon being informed of such absence.
2. Teachers, except teachers-teaching-on-call and those teachers whose assignment is that of permanent teacher-teaching-on-call, shall normally not be required:
  - a. to perform the tuition or instructional duties of a teacher who is absent;
  - b. to supervise the students of a teacher who is absent except in emergency situations.

**Article D.27: Teacher-Teaching-on-Call Working Conditions (L)**

The teacher-teaching-on-call shall be required to assume only the duties outlined at the time they accepted the assignment.

**Article D.28: Itinerant Teachers (L)**

1. Travel time between instructional assignments of itinerant teachers shall be calculated as part of the teacher's total instructional assignment as determined by Article D.22.
2. Itinerant teachers shall be reimbursed for travel expenses in accordance with Article B.10.
3. The calculation of time in an itinerant teacher's schedule shall include scheduled breaks between classes.

**Article D.29: Extra-Curricular Activities (L)**

While the parties consider it desirable that teachers participate in extra-curricular activities, it is recognized by the parties bound by this agreement that any involvement by a teacher in extracurricular activities shall be on a voluntary basis.

### **Article D.30: Staff Meetings (L)**

The parties recognize that collaborative school-based relationships promoted the highest degree of professional responsibility, involvement and commitment to student learning. To that end, staff meetings provide an inclusive opportunity for all staff members to participate in decisions regarding the life of the school. In order to maximize the time for discussion of substantive items, “administrivia”, where possible, should be confined to staff memos, bulletins and other daily communications.

1. At least seven (7) days' notice of regular staff meetings shall be given, including the agenda of items to be considered.
2. All staff members shall have the right to place items for consideration on the staff meeting agenda.
3. Written minutes of staff meetings shall be kept and circulated to all staff members.
4. Teachers shall not be required to attend staff meetings which are scheduled:
  - a. to commence prior to one (1) hour before classes begin or commence later than one-half (1/2) hour after dismissal of pupils and conclude one (1) hour after beginning;
  - b. during recess or during the noon intermission;
  - c. on weekends, holidays or other days when school is not in session.
5. Part-time and itinerant teachers shall attend staff meetings whenever practicable. Exceptions shall be made in the case of a teacher who:
  - is ill,
  - has a contract in one or more locations and is attending the staff meetings at one of those locations,
  - is working as a TTOC at a distant location on the day of the staff meeting.

Further exceptions will be considered by the principal and approval to be absent will not be unreasonably withheld.

6. There shall be a maximum of one (1) regular staff meeting per month.

### **Article D.31: Health and Safety**

1. Teachers should bring forward issues of health and safety to the School Administrative Officer and the District Health and Safety Committee before approaching an outside regulatory agency.
2. Student Medication *[Note: Refer to Article D.2.12]*

### 3. Health and Safety (L)

Classes shall be conducted in clean, well maintained facilities, with appropriate lighting, heating and ventilation. Teachers should bring forward issues of health and safety to the School Administrative Officer and the District Health and Safety Committee before approaching an outside regulatory agency.

#### **Article D.32: Industrial Health and Safety (L)**

The Board agrees to maintain a committee constituted and functioning as required by Articles 4.04 and 4.06 of the Industrial Health and Safety Regulations in British Columbia. Three (3) members of this committee shall be appointed by the Association.

#### **Article D.33: Hazardous Materials (L)**

The Board shall provide staff, time and resources to ensure that the Workplace Hazardous Materials Information System (WHMIS) is fully implemented in all school sites and workplaces in the district.

#### **Article D.34: Local Association Involvement in Board Budget Process (L)**

1. During the formation of the annual Operating Budget for the school district, the Association shall receive budget information in a timely manner and have the opportunity to make recommendations to the School Board.
2. Prior to final adoption, the Board agrees to meet with the Association to review and discuss the Operating Budget.

#### **Article D.35: Involvement in Planning New Schools**

1. When new school construction or major renovations is planned, the Board shall include representatives of the school's staff in the planning process.
2. Prior to final approval, the Board and/or delegate(s) will meet with the Association to review and discuss architectural plans.

## **Article D.36: Technological Change**

### **1. Definition**

A technological change shall be defined as the introduction by the Board of:

- a. equipment or material of a different nature or kind than that previously used by the Board and its employees covered by this agreement, or
- b. a change in the manner, method or procedure, including language in which instruction is given, by which members of the Association carry out educational operations and services.

### **2. Notice**

Where the Board intends to introduce a technological change which is likely to significantly affect the terms and conditions or security of employment of members of the Association, the Board shall give notice of the technological change to the Teachers' Association no less than ninety (90) days in advance of the term in which the change will become effective. The notice shall be in writing and shall state:

- a. the nature and location of the change,
- b. the date on which the Board proposes to effect the change; and
- c. the approximate number of Association members likely to be affected by the change.

### **3. Meetings**

- a. Upon receipt by the Association of the notice, the Board and the Association shall meet within thirty (30) days to discuss the effect of the change upon the teachers involved, and to reach agreement on solutions to the problems arising from this intended change as well as on measures to be taken by the Board to protect the Association members from any adverse effects.
- b. Should the parties fail to reach agreement, either party may refer the matter to a mutually agreed upon single arbitrator, whose decisions shall be final and binding upon both parties.

### **4. Layoff**

Any teachers who are affected as a result of such change shall be dealt with under the provisions of Articles C.20 and C.21, Layoff and Retraining.

## **SECTION E PERSONNEL PRACTICES**

### **Article E.1: Non-Sexist Environment**

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

### **Article E.2: Harassment/Sexual Harassment**

#### **1. General**

- a. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- b. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- c. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- d. There will be no harassment and/or discrimination against any member of the local because they are participating in the activities of the local or carrying out duties as a representative of the local.
- e. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- f. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

## 2. Definitions

### a. Harassment includes:

- i. sexual harassment; or
- ii. any improper behaviour that would be offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
- iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or
- iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- v. misuses of power or authority such as intimidation, threats, coercion and blackmail.

### b. Sexual harassment includes:

- i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- iii. an implied promise of reward for complying with a request of a sexual nature; or
- iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

## 3. Resolution Procedure

### a. Step 1

- i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
- ii. Before proceeding to Step 2, the complainant may approach their administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the

matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to Article E.2.5 Informal Resolution Outcomes

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.
- iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

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



- (2) an investigator who has Aboriginal ancestry, and/or cultural knowledge and sensitivity if a complainant self-identifies as Aboriginal.

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

- v. The investigation shall be conducted as soon as is reasonably possible and shall be completed in twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

#### **4. Remedies**

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

## **5. Informal Resolution Outcomes**

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

## **6. Training**

- a. The employer, in consultation with the local, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

- b. The awareness program shall include but not be limited to:
  - i. the definitions of harassment and sexual harassment as outlined in this Agreement;

- ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
- iii. developing an awareness of behaviour that is illegal and/or inappropriate;
- iv. outlining strategies to prevent harassment and sexual harassment;
- v. a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
- vi. understanding malicious complaints and the consequences of such;
- vii. outlining any Board policy for dealing with harassment and sexual harassment;
- viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

**Article E.20: No Discrimination (L)**

The Board and Association subscribe to the principles of the *British Columbia Human Rights Code* and agree that, subject only to Section 15(2) of the *Canadian Charter of Rights and Freedoms*, there will be no discrimination against any member of the bargaining unit covered by this agreement on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age unless based on a bona fide occupational requirement.

**Article E.21: Race Relations (L)**

1. Preamble

- a. The Board and the Association do not condone and will not tolerate any expression of racism and will therefore promote acceptance of cultural diversity.
- b. The Board and the Association shall take appropriate to eliminate all forms of behavior derogatory toward ethnic and cultural groups in our schools.

2. Incidents

- a. Any written allegation of racism within the school district will be investigated by the Superintendent or designate and the results reported to the Board.
- b. In instances where alleged propagandist or prejudicial conduct results in a dispute which cannot be resolved at the school level, the Superintendent or designate shall convene a committee comprised of a teacher, a school administrator, and a resource person appropriate for the case concerned. The committee shall hear any student

and staff reports on the situation and, if deemed advisable, investigate them further. It shall report its deliberations to the Superintendent or designate for presentation to the Board.

- c. Upon receipt of the committee's report, the Board shall act appropriately within its authority under the *School Act* in accordance with any relevant provision made in legislation and statutes.

## **Article E.22: Posting and Filling Vacant Positions**

### 1. Definitions (L)

#### a. Appointment

An appointment is the full-time or specified part-time employment by a school district of a teacher on a continuing, temporary or on-call basis.

#### b. Position

A teaching position shall be the full-time or specified part-time work at a designated school(s) or work location(s); for example, primary, intermediate, senior science, etc.

#### c. Assignment

An assignment is the specific work undertaken by a teacher within a given teaching position.

#### d. Term Certain

A term certain position is a position with a fixed start and a fixed or anticipated ending date.

#### e. Vacancy

Vacancy means a newly created position or an existing position vacated by the incumbent.

### 2. Posting Vacant Positions (L)

- a. All teachers in the district may apply for all vacancies.

- b. All vacancies of thirty (30) working days' duration or longer shall be posted on bulletin boards in all schools and centers of the school district as soon as they

become known, for a period of five (5) working days. Copies of all postings shall be forwarded to the Association at least one (1) day in advance.

- c. In the case of an extension of a teacher's maternity or medical leave of absence, the temporary appointment of the incumbent replacing the teacher on leave may be extended without reposting.
- d. If at the end of the posting period no qualified internal applicant has applied, vacancies may be advertised outside the district.
- e. Notwithstanding E.22.2.d, where it is reasonably held that there is no qualified internal applicant, vacancies may be advertised outside the district at the same time as they are posted internally.
- f. During July and August, vacancies shall be posted at the Board Office with a copy faxed to the Association.
- g. Every posting shall contain the following information:
  - i. identification of the teaching position and current assignment to be filled;
  - ii. start date and, if applicable, end date;
  - iii. required qualifications, which shall be reasonable, bona fide requirements for the position.
- h. An offer of an appointment shall be confirmed in writing and shall include the nature and location of the position.
- i. Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extra-curricular activities and programs and such matters shall not form part of any contract of employment.

### 3. Filling Vacant Positions (L)

- a. If one or more continuing contract teachers apply for a vacant position or positions, other than positions of special responsibility, the Board shall fill the vacancy on the basis of seniority, provided that the teacher has the necessary qualifications to perform the duties of the vacant position as defined in Article C.20.1.
- b. In the event a position is not filled internally by a continuing contract teacher and prior to filling by an outside applicant, consideration will be given to other internal applicants.
- c. Positions shall be filled within five (5) working days at the end of the posting period, provided there are qualified internal applicants.

- d. In filling any position, qualifications shall be those stated in the posting.
- e. Successful applicants may, with the approval of the Superintendent, fill the position either immediately, or at the conclusion of the next natural break in the school year, or at the beginning of the next school year. Such approval shall not unreasonably be denied. In the event that the assumption of the position is deferred until the next natural break or school year, the position shall be reposted and filled on a term-certain basis. If the intervening period is less than thirty (30) days, the position may be filled without reposting. For the purpose of this article, “next natural break” means the winter, or term, or semester break.
- f. The name of the successful applicant shall be forwarded to the Association President within three (3) working days of the position being filled.
- g. Concerns shall be resolved quickly and corrective measures taken within ten (10) working days. In the event that an acceptable solution has not been found within this time frame, the teacher or the Association may initiate a grievance at Step 3 of the grievance procedure.

**Article E.23: Offer of Appointment to the District (L)**

- 1. A successful applicant shall be entitled to rely on a representation of the Superintendent or designate that an offer of an appointment has been made, or that an appointment has been made, or with respect to the terms of such offer or appointment.
- 2. The Board shall confirm such offers of appointment in writing within forty-eight (48) hours.
- 3. An offer of appointment to the district shall be deemed to have been accepted when written acceptance has been received by the Board.

**Article E.24: Transfers (L)**

Teacher initiated transfers are effected through the posting process.

**Article E.25: Board Initiated Transfers (L)**

- 1. Transfers will not be initiated for arbitrary or capricious reasons and shall be in consideration of the teacher's expertise and ability to teach in the new position.
- 2. The official intending to recommend the transfer of a teacher shall meet with the teacher prior to the recommendation being placed before the Board. The nature of the transfer and the reasons for it shall be communicated to the teacher. The teacher may be accompanied by

a representative of the Association at such a meeting. The teacher shall have the right to consider the matter and reply before the recommendation is approved by the Board.

3. Notifications of transfers will normally be made in writing three (3) months before the effective date of the transfer.
4. In the event that the transfer is for reasons of projected enrolment decline and/or budgetary considerations, and the projections do not materialize, the teacher shall have the opportunity of returning to the position held.
5. In the event that such a transfer is to a school more than 50 kms from the teacher's existing position, and the teacher relocates their residence to that community, the Board shall reimburse the teacher the sum of one thousand dollars (\$1,000) to compensate for the cost of moving.
6. The Board may transfer a teacher to a position involving a significantly different grade level or significantly different 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;
  - b. the teacher has the least district-wide seniority among teachers in their existing grade level or subject area.
7. In the case of a transfer referred to in Article E.25.6, appropriate in-service will be provided.

**Article E.26: Assignments (L)**

1. Teacher assignments shall be based on the teacher's professional training, teaching experience, the personal preference of the teacher and an equitable distribution of the workload. Assignments, especially for beginning teachers, shall be made in consideration of the number of courses, preparations, class composition and teaching locations.
2. Teachers shall be informed of their next year's assignments at the earliest possible date and, wherever possible, before June 1. A teacher who is not satisfied with a proposed assignment may appeal to the Staff Committee, pursuant to Article A.36 of this agreement.

**Article E.27: Evaluation of Teachers (L)**

1. Formative Evaluation
  - a. The purpose of formative evaluation of teaching is to maintain and improve the quality of instruction.

- b. Formative evaluation shall consist of an ongoing review of all aspects of a teacher's professional practice. Any written report which shall result from formative evaluation shall be shared only between the evaluator and the teacher and shall outline strengths and areas for professional growth. The teacher shall be responsible for setting goals and developing plans for improving their professional practice.
- c. Formative evaluation shall be conducted on a continuing basis for all teachers employed by the Board.
- d. The evaluator and the teacher shall mutually develop the process of formative evaluation and the specific criteria which shall be consistent with Article E.27.3.

## 2. Summative Evaluation

- a. All teachers new to the district will receive a summative evaluation during the first year of their contract. All other teachers will receive a summative evaluation if requested by the teacher or by any one of the Principal, Superintendent, Assistant Superintendent or Director. Summative evaluations may be written only by the Superintendent of Schools, Assistant Superintendent or an Administrative Officer. Summative reports which may lead to dismissal according to Article C.28 shall not be written by a Vice-Principal.
- b. All summative reports on the work of a teacher shall be in writing.
- c. At least ten (10) teaching days prior to commencing observations, the evaluator shall meet with the teacher and discuss the purposes of the evaluation, the time span and schedule of observations and criteria, developed in accordance with Article E.27.3.
- d. No criteria shall be applied which relate to aspects of the learning situation over which the teacher does not have both responsibility and control.
- e. Each report shall be based on not less than three (3) and not more than six (6) personal observations which reflect the teacher's assignment.
- f. Periods chosen for observation shall not be at abnormal or inappropriate times and the teacher shall have the right to select half of the observation times.
- g. Following each observation the evaluator shall discuss with the teacher their observations. Such observations and impressions shall be provided to the teacher in the form of a written anecdotal statement normally within twenty-four (24) hours of the discussion.
- h. The summative report shall be based on the observations of the evaluator in the classroom as well as on the general work of the teacher. Involvement or noninvolvement with extra-curricular activities, participation in union activities or



matters not directly related to teaching duties are outside the scope of evaluating and reporting on the work of the teacher.

- i. The summative written report will include the teacher's main area of assignment and shall comment on all instructional areas observed. Should the summative report not cover all areas of the assignment and/or there is a discrepancy between the teacher's assignment and their expertise or professional training, such will be noted in the report should the teacher so request.
- j. Reports shall be prepared only by the Superintendent of Schools, Assistant Superintendent, or an Administrative Officer, and shall be prepared and written independently and without collaboration on content or results.
- k. Judgments made shall be substantiated in the report.
- l. In the event of a less-than-satisfactory report, a plan of assistance developed jointly with the Association, the teacher and the employer shall be made available to the teacher. The plan of assistance shall be completed before another report is initiated.
- m. The teacher shall be given a draft report at least forty-eight (48) hours prior to the preparation of the final copy. They shall have the opportunity of meeting with the evaluator in the company of a third person to propose changes to the draft. The evaluator shall make every effort to ensure accuracy and to reach agreement on the report with the teacher prior to filing the final report.
- n. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report provided that such a commentary is received within ten (10) days of the date of the final report.
- o. The final report shall be filed in the teacher's personnel file at the school district office. A copy shall be given to the teacher at the time of filing. One additional copy may be retained for a reasonable period of time by the author (in strict confidence) for their record. No other copies of the report shall be filed except as provided in the School Act.

### 3. Criteria

- a. It is agreed that the criteria for teacher evaluation, described below, will be the criteria used in evaluating teachers employed by the Board of Education.
- b. The outcome of the evaluation process shall be based on the personal observations and opinions of the evaluator who at all times will attempt to present a fair assessment of the teaching and learning situation.
- c. The criteria shall relate to those aspects of the teaching/learning situation which are within the teacher's responsibility and over which the teacher has control.

- d. Report writers should make appropriate allowances for factors such as availability of resources, unusual aspects of the teaching load, or the teacher's qualifications, which may impact upon teacher effectiveness.
- e. Evaluation criteria for teaching staff is as follows.
  - i. Knowledge of subject matter and child development:
    - 1. demonstrates knowledge of the subject matter being taught;
    - 2. utilizes knowledge of child development;
    - 3. keeps knowledge current;
    - 4. keeps teaching techniques effective for the teaching areas and children assigned;
    - 5. incorporates appropriate educational research into practice.
  - ii. Preparation and planning:
    - 1. develops appropriate long and short-term objectives which provide a variety of learning experiences;
    - 2. utilizes appropriate material and personnel resources;
    - 3. plans for individual differences and class characteristics;
    - 4. cooperates with other personnel and parents, as needed, to plan and implement programs that provide for individual differences among students;
    - 5. plans lessons with definite purposes and clear objectives in mind;
    - 6. creates, within the limits of their control, a physical setting that contributes to learning;
    - 7. provides plans and clear directions for teachers-teaching-on-call when absence is anticipated.
  - iii. Instructional skills:
    - 1. uses various resources to promote learning;

2. uses relevant classroom displays and displays of student work to promote learning
  3. presents skills and content clearly and cogently;
  4. gives clear directions to students before assigning student activities;
  5. conveys clearly course objectives and expectations to students;
  6. asks questions which promote a higher order of thinking skills;
  7. effectively monitors individual understanding;
  8. creates assignments which utilize, reinforce, or expand upon the content of the lesson;
  9. involves students in experiences and activities designed to develop and stimulate thought with due consideration for individual differences;
  10. is available, within reason, to their students as a resource person;
  11. employs a variety of instructional strategies with differing learning styles in mind;
  12. utilizes the results of student performance assessments to plan for future instruction.
- iv. Classroom management and professional relationships:
1. develops rapport with students;
  2. encourages students to assume responsibility for their own actions, to practise self-discipline, and to develop a positive self-concept;
  3. promotes positive relationships with and among students;
  4. demonstrates consistency, respect and fairness in dealing with students;
  5. establishes routines and clear expectations for student conduct appropriate to the activity;
  6. maintains an orderly environment and is well organized for lesson presentation;
  7. encourages student “on task” behaviour;

8. encourages all students to achieve to their full potential;
9. maintains individually and cooperatively a high standard of professional conduct with pupils, colleagues and parents;
10. reviews, at appropriate times, with colleagues, administration, students and their parents, the practices employed in discharging professional responsibilities.

v. Student achievement and management of records:

1. establishes a variety of procedures for assessing student performance and, when appropriate, communicates these procedures to students, parents and other personnel;
2. utilizes the information obtained from the teacher's assessment of student performance to plan for future instruction;
3. works with other professionals to identify the reasons students have or have not met instructional objectives;
4. maintains appropriate, accurate records of student achievement, attendance and other necessary data, and reports this information effectively to parents and administration;
5. respects the confidentiality of information concerning students;
6. uses evaluation procedures that are consistent, fair and supportable.

4. General

Evaluation of teaching reports must be completed in the school year in which they are initiated.

**Article E.28: Falsely Accused Employee Assistance (L)**

1. A teacher who has been falsely accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board shall be offered such assistance as is necessary to assure a successful return to teaching duties.
2. The teacher, the Superintendent and the President of the Association shall develop a plan of assistance that is reasonable under the circumstances. Such a plan may include:
  - a. any necessary short-term paid leave of absence;

- b. special counselling for the teacher and, if appropriate, the teacher's family;
- c. priority for transfer to a vacant position;
- d. provision of factual information to parents and students.

**Article E.29: Personnel Files (L)**

1. There shall be only one official personnel file for each teacher, maintained at district offices. Any file written, print, or electronic relating to a teacher kept at a school shall be destroyed within six (6) months of the teacher leaving that school.
2. After receiving a request from a teacher, the Superintendent shall within seventy-two (72) hours grant access to the teacher's file.
3. An appropriate Board official shall be present when a teacher reviews their file, and the teacher may be accompanied by an individual of their choosing.
4. The Board agrees that only timely and factual material relevant to the employment of the teacher shall be maintained in personnel files.
5. No material shall be placed in a teacher's file unless the teacher is informed at the time of the filing. Material that is or may become discipline related shall be signed by the teacher to indicate it has been read and copied to the teacher at time of filing.
6. With the written authorization of a teacher, the Association President or their designate shall review a teacher's file.
7. The teacher has the right to include written comments pertinent to the contents of the file.
8. Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate administrative officials of the school district.

**Article E.30: School Act Appeals (L)**

1. Where a pupil and/or parent/guardian files an appeal under the *School Act* (Section 11) and Board Bylaw of a decision of an employee covered by this agreement, or in connection with or affecting such an employee,
  - a. the employee and the Association shall immediately be notified of the appeal and shall be entitled to receive all documents relating to the appeal;

- b. the employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Association; 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 bylaw 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. The Professional Development Fund as established by this agreement shall be monitored and reassessed by the District Professional Development Committee, which shall, by May 30th of each year, make recommendations to the parties to this agreement.

## 2. Allocation of Funds

- a. The distribution of the professional development fund shall be:
  - i. eighty-five per cent (85%) to individual teacher professional development;
  - ii. ten percent (10%) to the school-based Professional Development Committees on a per teacher basis as of September 30th; and
  - iii. five per cent (5%) to be administered by the District Professional Development Committee.
- b. The expenditure of individual-based professional development funds is the prerogative of the individual teacher.
- c. The School Professional Development Committee shall consist of two (2) teachers and the principal.
- d. The expenditure of school-based professional development funds is the prerogative of the school's Professional Development Committee.

## 3. District Professional Development Committee

The Professional Development Committee shall be chaired by the Association's Professional Development chairperson and, in addition, shall comprise:

- a. one (1) teacher-elected representative from each school;
- b. one (1) teacher-elected representative from the district teaching staff;
- c. the Superintendent or designate;
- d. the Association's President, ex officio.

## 4. Functions of the District Professional Development Committee

The functions of the District Professional Development Committee shall be:

- a. allocation of staff/District Professional Development funds;



- b. to establish and publish to all teachers, administrators, and the School Board, by October 31<sup>st</sup>, a list of District educational areas of focus;
- c. to meet at least two (2) times per year to review the use of individual and school based Professional Development funds;
- d. to administer funds to Local Specialist Associations allocated under Clause F.2.a.i.
- e. to recommend to the Board by April 1<sup>st</sup> of each year the dates and programs for District Professional Development days;
- f. to report to the Board and the Association by June 30<sup>th</sup> of each year regarding the disposition of funds and the year's activities.

5. General

Teacher absence from the school or the classroom for a Professional Development activity must be approved by the principal.

**Article F.22: Non-Instructional Days (L)**

- 1. The Board agrees that a total of five (5) non-instructional days for professional development activities shall be available to each teacher during the regular work year.
- 2. These days shall be in addition to the administrative day and days established for parent-teacher consultation.
- 3. Non-instructional days shall be considered as instructional days for salary purposes.

**Article F.23: Parent/Teacher Conference Days (L)**

- 1. In addition to the non-instructional days prescribed in the school calendar, the Board will shorten the school days of a school in its district for the purpose of facilitating parent teacher interviews.
- 2. Parent/Teacher Conference Days shall be considered as instructional days for salary purposes.
- 3. Parent/Teacher Conference Days may include one evening session which teachers would be requested to attend instead of an afternoon session, in order to meet with parents who are unable to attend day sessions.
- 4. The days for Parent/Teacher Conferences shall be determined by the Superintendent of Schools.

**Article F.24: Professional Autonomy (L)**

Teachers shall, within the bounds of the prescribed curriculum and consistent with educational practice generally accepted within the B.C. public school system, have individual professional autonomy in determining the methods of instruction and the planning and evaluation of course materials.

**Article F.25: School Accreditation (L)**

1. The Board and the Association recognize the value of teacher participation in Ministry prescribed school accreditations.
2. Prior to undertaking an accreditation, the school staff and administrators will clarify the purpose and objectives of undertaking the assessment in light of the Ministry and District guidelines.
3. The school staff shall be consulted on the final makeup of an external review team, whose membership shall include one (1) teacher.
4. The Board agrees to provide the full amount of the Ministry's Accreditation Funding for the purpose of:
  - a. appropriate release time to carry out the accreditation without jeopardizing the current educational program;
  - b. extra secretarial time as required;
  - c. implementation of the recommendations arising from the assessment.
5. Recognizing the demands of the Year 2000 implementation process, for the duration of this contract participation by elementary schools in accreditations shall occur upon a majority vote of the school staff.

## **SECTION G LEAVES OF ABSENCE**

### **Article G.1: Portability of Sick Leave**

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

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

[See Article G.20 Sick Leave for sick leave use and accrual]

### **Article G.2: Compassionate Care Leave**

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

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

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

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

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

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

[See Article G.24 for short-term compassionate leave]

### **Article G.3: Employment Standards Acts Leaves**

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

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

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

### **Article G.4: Bereavement Leave**

1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family. **[See also Article G.4.5, G.4.6 and G.4.7.]**

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

**Local Provisions:**

5. A teacher shall be granted up to five (5) days' compassionate leave with pay at the time of bereavement of the teacher's legal ward
6. In addition to leave granted under Article G.4.1 or G.4.5, An additional two (2) days with pay, to be charged against accumulated sick leave, may be granted to a teacher, upon request, when the teacher deems that the effect of the bereavement will adversely affect their performance in the classroom. Additional days may be granted with or without pay, upon written request to the Superintendent.
7. Where a special relationship has existed with relatives not covered in Article G.4.1, the teacher may request compassionate leave, setting out the basis of the special relationship. Where the Board accept the validity of the special relationship, the compassionate leave granted shall be set out as per Article G.4.5.

[See also PCA Article G.24 Compassionate Leave]

**Article G.5: Unpaid Discretionary Leave**

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

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

*Implementation:*

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

[See also Article G.28 Discretionary Leave]

**Article G.6: Leave for Union Business**

[Note: PCA Article G.6 is not applicable in S.D. No 46 (Sunshine Coast). See also Article A.15 President’s Leave Terms and Article A.16 Leave for Union Business]

- 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.

[Note: G.6.1.b applies for the purposes of article A.10 only.]

**Article G.7: TTOCs Conducting Union Business**

- 1. Where a TTOC is authorized by the local union or BCTF to conduct union business during the work week, the TTOC shall be paid by the employer according to the collective agreement.
- 2. Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.

3. Time spent conducting union business will not be considered a break in service with respect to payment on scale.
4. Time spent conducting union business will be recognized for the purpose of seniority and experience recognition up to a maximum of 40 days per school year.

**Article G.8: TTOCs – Conducting Union Business Negotiating Team**

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

**Article G.9: Temporary Principal / Vice Principal Leave**

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



the leave with a right of return to a specific position is provided for in the local collective agreement or otherwise agreed to between the parties.

**Article G.10: Teachers Returning From Parenting And Compassionate Leaves**

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

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

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

**Article G.11: Cultural Leave For Aboriginal Employees**

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

**Article G.20: Sick Leave (L)**

- 1. Sick leave with pay is earned at a rate of one and one half (1.5) days for each month in the service of the Board.
- 2. Any days during which a teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
- 3. In each year, no fewer than fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. Teachers commencing employment during the year shall 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. A teacher may use up to one hundred and thirty (130) days of sick leave in any one school year. There is no maximum to the number of days that may be accumulated.
5. Each teacher's accumulated sick leave will appear on their monthly pay statement.
6. Teachers shall receive full salary while absent as a result of work related injury or illness covered by the Workers' Compensation Board, and payments received from the Workers' Compensation Board will be retained by the Board. There will be no deduction from Sick Leave for the first six (6) months of absence. After six (6) months, the Board will deduct from the accumulated sick leave of a teacher an amount proportional to the difference between the compensation payment and the teacher's full salary.
7. When it is necessary to utilize medical or dental services in Metropolitan Vancouver or some other center, or when the teacher is referred to a doctor or dentist in Metropolitan Vancouver or some other center, the necessary time off will be allowed with pay to a maximum of five (5) days, to be charged against accumulated sick leave. It shall be considered "necessary" when the medical or dental services are either not sufficient nor available on the Sunshine Coast.
8. Teachers may be required to provide a medical certificate signed by a qualified medical practitioner.
9. Partial Medical Leave
  - a. Where a full-time employee produces a medical certificate stating that the employee, while medically unable to work full time, is capable of working part-time, the employee's assignment may be reduced or they may be reassigned to another position where it is practical to do so. In either case, the change will be to a percentage of the full time that the employee is capable of working.
  - b. Where a change in assignment or reassignment is made in accordance with Articles E.22 or E.25, such change or reassignment will be for a fixed period of not less than one (1) month and will be effective as of the beginning of a term or semester.
  - c. An employee on partial medical leave will earn sick leave proportionately for the portion of time worked and will accumulate sick leave credits for the time on sick leave.
  - d. An employee on partial medical leave will go on full sick leave, with or without pay, depending on the extent of their accumulated sick leave credits if they prove incapable of meeting the requirements of their reduced or changed assignment.
  - e. Where a teacher on partial medical leave is about to exhaust their sick leave credit, the Board will advise the teacher to contact the BCTF Salary Indemnity Plan for information on "accommodation employment."

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

## **Article G.21: Maternity Leave and SEB Plan (L)**

### 1. Maternity Leave

A pregnant teacher shall be granted, upon request, a leave of absence:

- a. as provided for in Part 6 of the Employment Standards Act (1996); or
- b. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester, or following the spring break.

### 2. Supplemental Employment Benefits on Maternity Leave

- a. When a pregnant teacher takes the maternity leave to which they have entitled pursuant to the Employment Standards Act, the Board shall pay the teacher ninety-five per cent (95%) of their current salary for the first two (2) weeks of the leave.
- b. The Board agrees to enter into the Supplemental Employment Benefit (SUB) Plan agreement required by the *Unemployment Insurance Act* in respect of such maternity payment.

### 3. Use of Sick Leave

If at the end of the agreed upon period of leave the teacher is unable to return to duty because of ill health, they shall qualify for their sick leave provisions.

### 4. Early Return and Special Situations

- a. In the case of an incomplete pregnancy, death of the child or other special situations, a teacher may return to duty earlier than provided in the agreed upon leave. Every effort will be made to provide suitable employment.
- b. The teacher intending to make an early return to duty will submit a written application and a medical certificate.
- c. A terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act* (1996), and the maternity and extended maternity leave provisions of the Agreement shall apply.

### 5. Adoption

- a. In the case of adoption, leave shall be granted to both parents:
  - i. for mandatory interviews; and
  - ii. for travelling time to receive the child.

- b. In the case of adoption or legal guardianship of infants up to, and including, the age of two (2) years, maternity leave without pay shall be granted upon request and shall commence one (1) week prior to the date of arrival of the child in the home. All relevant provisions of maternity leave and parenthood leave shall apply.

6. Assignment

- a. A teacher returning from short-term leave within a school year shall be reassigned to the same position held prior to the leave.
- b. A teacher returning from extended leave shall be assigned to a reasonably comparable position within the district.
- c. These items notwithstanding, a teacher may choose to apply for a transfer to another position.

**Article G.22: Paternity Leave (L)**

- 1. On the birth of a child or in the case of adoption or legal guardianship, the teacher may apply for and shall be granted paternity leave up to a maximum of five (5) days.
- 2. The first two (2) days shall be with pay and subsequent days shall be with pay less the cost of a teacher-teaching-on-call.

**Article G.23: Parenthood Leave (L)**

*Note: Refer to Appendix "B"*

- 1. A teacher with a dependent child/children shall be granted, upon request, a parenthood leave of absence without pay for a stated period of time up to a maximum of thirty (30) school months. The commencement and termination of such leave shall, wherever possible, coincide with the start of a term or semester.
- 2. Parenthood leave shall also be granted in the case of adoption or legal guardianship.

**Article G.24:           Compassionate Leave (L)**

1. A teacher shall be granted up to three (3) days' compassionate leave during the year, with pay less the rate of pay of a teacher-teaching-on-call, for critical illness in the teacher's or teacher's spouse's family as follows. Additional days may be granted and shall be without pay: teacher's spouse, or the teacher's or teacher's spouse's parent, grandparent, sibling, child, grandchild or legal ward.

[See also PCA Article G.2 Compassionate Care leave for leave longer than 3 days]

[See also PCA Article G.4 Bereavement Leave]

**Article G.25:           Leave for Elective Office and Community Service (L)**

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, the teacher shall be given leave of absence without pay during the election campaign.
2. When a teacher is elected to a public body within School District No. 46, a maximum of five (5) days, with pay less the rate of pay of a teacher-teaching-on-call, shall be granted in the school year to permit carrying out the public or civic duty.

**Article G.26:           Appearance in a Court of Law (L)**

1. If the teacher is a party to a court action, they shall be granted leave without pay to attend in court at any hearing or such action.
2. Leave, including jury duty, shall be granted with pay if the teacher is subpoenaed and/or their presence is requested by the court. Court, jury, or witness fees, if paid during school days, shall be paid to the Board.

**Article G.27:           Special Leave (L)**

A teacher may be allowed up to five (5) days' special leave (special leave being any leave not otherwise covered in this agreement) in any school year subject to the approval of the Board. Application for leave should be made to the Board in sufficient time for the regular meeting prior to the date of the requested leave. The Board shall deduct from the teacher's salary only the salary of the teacher-teaching-on-call who is employed for the duration of the leave.

**Article G.28: Discretionary Leave (L)**

Provided a satisfactory teacher-teaching-on-call, if required, is available, one (1) day's discretionary leave with pay shall be granted to each teacher each year upon application to the Superintendent.

[See also Article G.5 Unpaid Discretionary Leave]

**Article G.29: Part-time Unpaid Leave of Absence (L)**

A teacher with a full-time appointment may apply for a part-time leave of absence without pay, as per Article C.26 (Jan 08)

**Article G.30: Unpaid Leave of Absence (L)**

An employee of the teaching staff may be granted long-term leave of absence without pay, which leave will normally be subject to the following conditions:

- a. The application should be received no later than March 31st for leave to be effective at the beginning of the subsequent school year.
- b. The application should be received not later than two (2) months prior to the proposed leave which would be effective as of the beginning of the second term or semester.
- c. Teachers returning from leave will return to the previous position.

**Article G.31: Other Leaves (L)**

- 1. Leave of absence with or without pay may be considered in addition to or for purposes other than those set out in this article.
- 2. Decisions as to whether such leave will be granted and, if so, whether leave is paid or unpaid will be based on the merits of and circumstances attendant to the application and decision will be made without prejudice.

**Article G.32: Self-Funded Leave Plan (L)**

- 1. It is desired to establish for employees of the Board a plan to enable them to fund leaves of absence from employment of not less than six (6) consecutive months, or not less than three (3) consecutive months where the purpose is to permit full-time attendance at an educational institution through deferral of salary on such terms as may be set out in this agreement.

2. It is intended that such plans qualify as “prescribed plans” within the meaning of Regulation 6801 of the *Income Tax Act (Canada)*, the following sets out the terms of the Self-Funded Leave Plan for the eligible employees of the Board of Education of the Sunshine Coast District.

3. Self-funded Leave Plan – Schedule

a. Definitions

“Accrued interest” means the amount of interest earned in accordance with clause 3.c.iii on the monies retained by the Board on behalf of the participant, calculated from:

- i. the first day any of such monies has been received by the eligible financial institution, or
- ii. the last date to which interest has been paid in accordance with clause 3.c.v, whichever is later.

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

“Association” means the Sunshine Coast Teachers' Association.

“Board” means the Board of Education, School District No. 46 (Sunshine Coast).

“Committee” means a committee as defined by agreement between the Board and the 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 clause 3.c.i, including the years referred to in clauses 3.d.iii and 3.d.iv, 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 3.c.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.c.iii but less all interest paid to the participant in accordance with clause 3.c.iv.

“Eligible employee” means an employee of the Board in continuing employment.

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

“Leave of absence” means the period described in clause 3.d.i.

“Memorandum of agreement” as attached.

“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 Superintendent in accordance with clause 3.b.ii.

“Plan” means the self-funded leave plan set out in this agreement and includes all amendments thereto.

“Superintendent” means Superintendent of Schools or District Superintendent of Schools.

b. Application

- i. In order to participate in the plan, an eligible employee must make written application by way of the agreed Memorandum of Agreement to the Superintendent at least three (3) months prior to the requested commencement of deferrals under the plan or at a date otherwise agreed between the Board and the Association, stating the date when the eligible employee wishes the deferrals to commence.
- ii. The approval of each application made under clause 3.b.i shall rest in the sole discretion with the Superintendent. The Superintendent shall, at least one (1) month prior to the requested commencement of deferrals under 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, and, if the latter, an explanation therefore.
- iii. If the Superintendent gives their approval in accordance with clause 3.b.ii, 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.

c. Funding for Leave of Absence

Funding for leave of absence shall be as follows:

- i. 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 and less statutory deductions and other withholdings. Such percentage amount may be varied, subject to clause 3.c.ii, 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

- ii. The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one-third (33 1/3) percent.
- iii. The monies retained by the Board for each participant, in accordance with clause 3.c.i, including interest thereon (until paid out in accordance with clause 3.c.iv) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible financial institution. The monies retained shall be forwarded to the eligible financial institution within fifteen (15) calendar days. The committee shall choose such eligible financial institution 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.
- iv. In the event that any of the monies retained and invested pursuant to the terms of this plan be lost by reason of insolvency of the eligible financial institution, the Board shall not be obliged to pay the participants any further amounts in respect to services for the deferral period.
- v. The eligible financial institution shall pay the accrued interest on each December 31 to the participant.
- vi. The Board shall make, no later than July 31 of each year, an annual report to each participant as to the deferred compensation amount held as at June 30.

d. Taking of Leave of Absence

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

- i. The leave of absence shall be for not less than:
  1. three (3) consecutive months, where the leave of absence is for the purpose of permitting the full-time attendance of the employee at an educational institution designated for purposes of section 118.6 of the *Income Tax Act* (an institution for which an individual may claim an education credit for income tax purposes); or
  2. six (6) consecutive months, in any other case.
- ii. The total of the payments to be made to a participant in accordance with clause 3.d.i during a leave of absence shall be the deferred compensation amount retained by the Board, but less any monies required by law to be paid by the Board

for or on behalf of a participant. The participant shall not receive any salary from the Board during the leave other than the deferred compensation amount.

- iii. 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 one (1) year. In such case, the participant may choose to remain in the plan or may withdraw from the plan.
- iv. Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one occasion only, with the consent of the Superintendent given not less than six (6) months' notice prior to the scheduled date for the commencement of the leave, postpone such leave for one (1) year.
- v. The leave of absence shall immediately follow the deferral period.
- vi. The participant shall return to employment with the Board for a period of not less than the period of leave. On return from leave, the teacher shall be given the same position held prior to taking the leave unless a different position is mutually agreed upon.

e. Fringe Benefits

- i. During the period of leave, the responsibility for payment of premiums for fringe benefits for participant shall be as set forth in the agreement then in force between the Board and the Association governing such matter. Where a participant is obliged to pay the cost of any fringe benefit during the leave of absence, the Board shall pay such costs on behalf of the participant on their request and deduct the monies so paid from the monies otherwise payable to the participant during the Leave of Absence.
- ii. Sick leave credits will be as set out in Article F.1 of this Agreement.
- iii. The Board will make superannuation deductions required by the *Teachers' Pension Act*.

f. Withdrawal

- i. A participant who ceases to be employed by the Board also terminates participation in the plan.
- ii. A participant may withdraw from the plan upon giving written notice of withdrawal not less than six (6) months prior to the date of which the leave of absence is to commence.

- iii. Upon termination of employment and/or withdrawal from the plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days or, at the option of the participant, at a later date but no later than the end of the first taxation year that commences after the end of the deferral period. Upon such payment being made the Board shall have no further liability to the participant.
- iv. Should a participant die, the Board shall within sixty (60) days of notification of such death pay any deferred compensation amount retained at the time of death to the participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

g. Termination or Amendment of Plan

- i. The plan may be amended or terminated by agreement between the Board and the Association.

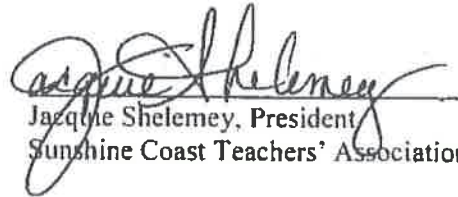
h. General

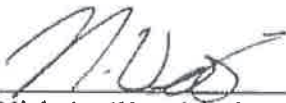
- i. The Board shall administer this Self-Funded Leave Plan.
- ii. The Board shall bear the administrative expenses of the Plan
- iii. The Self-Funded Leave Plan shall be governed by a committee composed of three (3) members appointed by the Association and three (3) members appointed by the Board. The committee shall select a chairperson from amongst its members.
- iv. The committee shall determine any questions referred to it regarding the operation of the Self-Funded Leave Plan, including the selection and election of an eligible financial institution for the deferred compensation amounts.

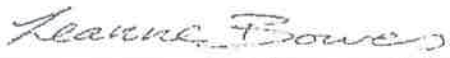
**SIGNATURES**


Signed at \_\_\_\_\_, British Columbia, this 19<sup>th</sup> day of January, 2021

  
Amanda Amaral, Board Chair  
School District No.46 (Sunshine Coast)

  
Jacquie Shelemey, President  
Sunshine Coast Teachers' Association

  
Nicholas Weswick, Secretary-Treasurer  
School District No.46 (Sunshine Coast)

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

  
Teri Mooring, President  
British Columbia Teachers' Federation

## SELF-FUNDED LEAVE PLAN MEMORANDUM OF AGREEMENT

I have read the terms and conditions of the Self-Funded Leave Plan and understand same and I agree to participate in the plan under the following terms and conditions.

1. Commencement

My deferrals shall commence \_\_\_\_\_, 20\_\_\_\_.

2. Number of Years of Participation

I shall participate in the plan for \_\_\_\_\_ years [not to exceed five (5) years], and my leave of absence shall immediately follow thereafter but subject to the provisions of paragraph 3 below.

3. Period of Leave

In accordance with clause 3.d.v of the plan, I shall take my leave of absence from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_, [not to be less than six (6) consecutive months] but I shall have the right in accordance with clause 3.d.iv of the plan to postpone such leave for twelve (12) months and the Board shall have the right, in accordance with clause 3.d.iii of the plan, to defer such leave for twelve (12) months.

4. Funding of Leave of Absence

In accordance with clause 3.c.i of the plan, I direct that the Board withhold \_\_\_\_\_ percent [not to exceed thirty-three and one-third (33 1/3) percent] of my current compensation amount during my participation in the plan.

I understand that I may, by written notice given to the Board one (1) month prior to July 1 in any year alter the percentage amount for the next or subsequent years.

5. Return to Employment

I understand I must return to employment with the Board or with an employer that participates in the same or a similar plan to fund leaves of absence for a period of time not less than the period of leave.

Dated: \_\_\_\_\_

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

AGREED TO BY THE BOARD

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

# LETTERS OF UNDERSTANDING

## LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

### Re: Designation of Provincial and Local Matters

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

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

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

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

**Appendix 1**  
**PROVINCIAL MATTERS**

**Appendix 1 – Provincial Matters**

**Housekeeping – Form Issues**

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

**Section A – The Collective Bargaining Relationship**

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



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

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

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

### **Section C – Employment Rights**

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

8. Severance
9. Retraining, Board directed education upgrading

## **Section D – Working Conditions**

1. Teacher Workload
  1. *Class Size*
  2. *Class Composition*
2. Inclusion
  1. *Urgent Intervention Program or similar*
  2. *School Based Team*
3. Professional Teaching Staff Formulas including advisory committees
4. Hours of Work
  1. *Duration of School Day*
  2. *Instructional Time*
  3. *Extended Day; Alternate Calendars e.g. Four Day Week*
5. Preparation Time
6. Regular Work Year for Teachers, School Calendar, Year Round Schools, Staggered Part Day Entries
7. Closure of Schools for Health or Safety Reasons
8. Supervision Duties, Duty Free Lunch Hour, Noon Hour Supervision
9. Availability of Teacher on Call
10. Teacher on Call Working Conditions
11. Mentor/Beginning Teacher Program, Student Teachers, Beginning Teacher Orientation
12. Child Care for Work Beyond Regular Hours, Day Care
13. Home Education, Suspended Students, Hospital/Homebound Teachers
14. Non-traditional Worksites, e.g.
  1. *Distributed Learning*
  2. *Adult Education*
  3. *Storefront Schools*
  4. *Satellite School Programs*

15. Technological Change, Adjustment Plan – Board Introduced Change
16. Hearing and Medical Checks, Medical Examinations, Tests, Screening for TB
17. Teacher Reports on Students, Anecdotal Reports for Elementary Students, Parent Teacher Conference Days

### **Section E – Personnel Practices**

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

### **Section F – Professional Rights**

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

### **Section G – Leaves of Absence**

1. Sick Leave, Sick Leave Portability, Preauthorized Travel for Medical Services Leave

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

**January 22, 2021 - Provincial Matters**

<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 entitled of an individual teacher to professional development funds and/or teacher-on-call time following a transfer shall be designated as local matters.

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

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

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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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Does not apply in School District No. 46 (Sunshine Coast).

**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**

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Does not apply in School District No. 46 (Sunshine Coast).

**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**

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

**Remote Recruitment & Retention Allowance:**

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of
  - Effective July 1, 2019 \$ 2,570
  - Effective July 1, 2020 \$ 2,622
  - Effective July 1, 2021 \$ 2,674upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.
- b. All employees identified will receive the annual recruitment allowance of
  - Effective July 1, 2019 \$ 2,570
  - Effective July 1, 2020 \$ 2,622
  - Effective July 1, 2021 \$ 2,674as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.
- c. The allowance will be paid as a monthly allowance.

Signed this 13<sup>th</sup> day of June, 2012

Revised: March 26, 2020

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF



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

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

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

Red Bluff Elem	
Nazko Valley Elem	Nazko
Wells Elem	Wells
Kersley Elem	Kersley
Lakeview Elem	Lakeview
Barlow Creek Elem	Barlow Creek
Parkland Elem	Moose Heights
Bouchie Lake	Bouchie Lake

**47 - Powell River (only part of district approved)**

Texada Elem	Texada Island
Kelly Creek Elem	

**49 - Central Coast (Entire District)**

**50 - Haida Gwaii (Entire District)**

**51 - Boundary (only part of district approved)**

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

**52 - Prince Rupert (Entire District)**

**54 - Bulkley Valley (entire district approved)**

**57 - Prince George (only part of district approved)**

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

**59 - Peace River South (Entire District)**

**60 - Peace River North (Entire District)**

**64 - Gulf Islands (only part of district approved)**

Saturna Elementary Saturna

**69 - Qualicum (only part of district approved)**

False Bay School Lasqueti

**70 - Alberni (only part of district approved)**

Bamfield Bamfield  
Wickanninish Tofino  
Ucluelet Elem Ucluelet  
Ucluelet Sec Ucluelet

**72 - Campbell River (only part of district approved)**

Surge narrows Read Island  
Sayward Elem Village of Sayward  
Cortes Island Cortes island

**73 - Kamloops/Thompson (only part of district approved)**

Blue River Elem Blue River  
Vavenby Elem Vavenby  
Brennan Creek Brennan Creek

**74 - Gold Trail (only part of district approved)**

Gold Bridge Community Gold Bridge/ Bralorne  
SK'il' Mountain Community Seton Portage/South Shalalth/Shalalth  
Lytton Elementary  
Kumsheen Secondary  
Venables Valley Community Venables Valley  
Cayoosh Elementary Lillooet/Pavilion/ Fountain/Band  
Communities  
George M. Murray Elementary Lillooet/ Pavilion / Fountain/Band  
communities  
Lillooet / Pavilion / Fountain/Band  
communities

**81 - Fort Nelson (Entire District)**

**82 - Coast Mountain (Entire District)**

**84 - Vancouver Island West (entire district approved)**

**85 - Vancouver Island North (Entire District)**

**87 - Stikine (Entire District)**

**91 - Nechako Lakes (Entire District)**

**92 - Nisga'a (Entire District)**

**93 - Conseil Scolaire Francophone (only part of district approved)**

Ecole Jack Cook Terrace

## **LETTER OF UNDERSTANDING No. 6**

### **BETWEEN**

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

### **AND**

#### **BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

4. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
  - A combined total of up to 20 years of seniority can be ported.
  - No more than 1 year of seniority can be credited for any single school year.
5. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
  - Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
  - No seniority could be ported to the other seniority list.
  - For example, teacher A in District A currently has 14 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

*Revised with housekeeping March 26, 2020*

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Teri Mooring  
For BCTF

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

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

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

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

1. Laid off teacher holding recall rights in one school district may port up to twenty (20) years of seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in their previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.
5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.



6. Consistent with Irene Holden’s previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.
7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

\_\_\_\_\_  
 Alan Chell  
 For BCPSEA

\_\_\_\_\_  
 Teri Mooring  
 For BCTF

\_\_\_\_\_  
 March 26, 2020  
 Date

\_\_\_\_\_  
 March 26, 2020  
 Date

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

**LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Provincial Extended Health Benefit Plan**

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

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

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

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

7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
  - a. Vancouver Teachers' Federation [VSTA, VESTA]<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**

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

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

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

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

Signed this 11<sup>th</sup> day of April, 2013.

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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For School District 51

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For Boundary Teachers'  
Association

**LETTER OF UNDERSTANDING NO. 11**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experienced earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.



5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.
7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Article C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).
8. Once transferred, the previous local collective agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 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 proceeding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30<sup>th</sup> of the proceeding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 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

\_\_\_\_\_  
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 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 same school year.

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

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

**THEREFORE THE PARTIES AGREE THAT:**

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

Shared Commitment to Equitable Access to Learning

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

Schedule "A" of All Restored Collective Agreement Provisions

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

Agreement to be Implemented

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

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

4. All language pertaining to learning specialists shall be implemented as follows:
  - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
    - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;

- ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
  - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;
  - iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
  - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
- C. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local collective agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).
- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2019 – 2022 BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision,

neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

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

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

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

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

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

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

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

The size of primary classes shall be limited as follows:

- A. Kindergarten classes shall not exceed 20 students;
  - B. Grade 1 classes shall not exceed 22 students;
  - C. Grade 2 classes shall not exceed 22 students;
  - D. Grade 3 classes shall not exceed 22 students.
7. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.



8. Where there is a combined primary/intermediate class, an average of the maximum class size of the lowest involved primary grade and the maximum class size of the lowest involved intermediate grade will apply.

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

**PART II – CLASS COMPOSITION PROVISIONS**

Implementation of Class Composition Language

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

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

#### *Efforts to Achieve Compliance: Provincial Approach*

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

#### *Best Efforts to Be Made to Achieve Compliance*

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

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

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

- School District 10 (Arrow Lakes)
  - School District 35 (Langley)
  - School District 49 (Central Coast)
  - School District 67 (Okanagan-Skaha)
  - School District 74 (Gold Trail)
  - School District 82 (Coast Mountain)
  - School District 85 (Vancouver Island North)
- E. Renegotiating the terms of existing lease or rental contracts that restrict the School District's ability to fully comply with the restored collective agreement provisions regarding class size and composition;
- F. Completing the post-and-fill process for all vacant positions.

*Non-Compliance*

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

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

Remedies for Non-Compliance

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

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

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

B. Teachers of classes that do not comply with the restored class size and composition provisions will become eligible to receive a monthly remedy for non-compliance effective October 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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