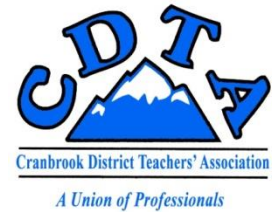




School District No. 5  
(Southeast Kootenay)



## **WORKING DOCUMENT**

### **LOCAL and PROVINCIAL MATTERS AGREEMENT**

**- BETWEEN -**

**BOARD OF EDUCATION OF  
SCHOOL DISTRICT 5 (Southeast Kootenay)/  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
CRANBROOK AND FERNIE TEACHERS' ASSOCIATION/  
BRITISH COLUMBIA TEACHERS' FEDERATION**

**Effective July 1, 2019 to June 30, 2022**

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

BETWEEN:

The Board of Education of School District No. 5 (Southeast Kootenay), a corporate body established pursuant to the School Act, RSBC 1979, C375 (hereinafter referred to as "the Board").

AND:

The Cranbrook and Fernie Teachers' Association, a trade union pursuant to the Industrial Relations Act. RSBC 1979, C212 (hereinafter referred to as "the Association").

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**DEFINITIONS:**

- A. The term "Agreement" shall mean this entire Collective Agreement.
- B. The term "Superintendent" shall mean the Superintendent of Schools for School District #5 (Southeast Kootenay).
- C. The term "BCTF" shall mean the British Columbia Teachers' Federation.
- D. The term "consultation" shall be defined as meaningful discussions in good faith, between the respective parties in an attempt to arrive at a mutual agreement.
- E. Elk Valley Zone – Geographic area of the former School District No. 1 (Fernie).
- F. Cranbrook Zone – Geographic area of the former School District No. 2 (Cranbrook).
- G. The term “TTOC” shall mean teacher teaching on call.
- H. The term “PCA” shall mean Provincial Collective Agreement.



## **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*.

### Local Provisions:

4. The terms and conditions of this Agreement apply to TTOCs only when specific reference is made. Article B.7 does apply to TTOCs.

Note: See also Local Memorandum of Settlement "Grievance Concerning Recognition of Local Union, Dues Deduction and Membership."

## **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. [See Local Letter of Understanding No. 1.]

#### **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. [Local provision: Completed forms shall be forwarded to the Association not later than fifteen (15) calendar days following the date of hiring.]
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. [Local provision: remitted within fifteen (15) days of deduction.]
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

## **ARTICLE A.5: COMMITTEE MEMBERSHIP**

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

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

### **1. Preamble**

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

### **Steps in Grievance Procedure**

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

- a. The local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the local, the grievor shall be accompanied at this meeting by a representative appointed by the local.

- b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

### **3. Step Two**

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

### **4. Step Three**

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

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

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

### **5. Omitting Steps**

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

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

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

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

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

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

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present

evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
  - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
  - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
  - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

## **9. General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.

- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
  - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher teaching on call (TTOC) is required, such costs shall be borne by the employer.
  - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
  - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

## **ARTICLE A.7: EXPEDITED ARBITRATION**

### **1. Scope**

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

### **2. Process**

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



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

- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or to seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

## **ARTICLE A.8: LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS**

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

## **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.

Note: See also Local Memorandum of Settlement “Grievance Concerning Recognition of Local Union, Dues Deduction and Membership.”

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

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

**ARTICLE A.18: CONTRACTING OUT**

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

**ARTICLE A.19: MANAGEMENT RIGHTS**

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

**ARTICLE A.20: PRESIDENT'S/VICE PRESIDENT'S RELEASE**

1. The Board hereby agrees to release the President and Vice President of the Association from teaching duties as requested by the Association.
2. The Board will continue to pay the President and Vice President their salary and to provide benefits, including the pension plan, as specified in the Agreement.

The Association will reimburse the Board for salary and benefits costs, including the pension plan, of the replacement teacher(s) upon receipt of a monthly statement.

3. For purposes of pension, experience, sick leave and seniority, the President and Vice President shall be deemed to be in the full employ of the Board. The President or Vice President shall inform the Board of the number of days or partial days, if any, that they were absent from Association duties due to illness. Such days or part days shall be deducted from the President's or Vice President's accumulated sick leave credits.
4. The teacher returning to full teaching duties from a term or terms as President and/or Vice President shall be assigned to the position held prior to the release or to a comparable position within the community. Communities for the purpose of this clause are Cranbrook, Jaffray/South Country, Fernie, Sparwood and Elkford.
5. In the event the President or Vice President is unable to fulfill the Association duties, the Board shall provide a replacement teacher to permit another Association member to assume the duties of the President or Vice President. Provisions of Article A.20.1 to A.20.4 shall also apply.
6. In the event that granting leave under this clause would cause serious disruption to the educational programs, the parties agree to meet to discuss alternate arrangements.

**ARTICLE A.21: RELEASE TIME FOR ASSOCIATION, TEACHER REGULATION  
BRANCH BUSINESS**

1. Short Term Leaves

Upon sufficient notice from the Association or the BCTF and the approval of the Superintendent, a teacher covered by this Agreement shall be entitled to release time without loss of pay in order to participate in Association, BCTF, Canadian Teachers' Federation or Teacher Regulation Branch business. Such release from instructional duties shall be granted subject only to the Board being reimbursed for the cost of the TTOC. The Superintendent shall not unreasonably refuse requests for such leave.

2. Long Term Leaves

In the event that a teacher 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 BCTF, leave of absence without pay shall be granted for a maximum of two (2) years to

carry out these duties. For purposes of pension, experience, sick leave and seniority, the teacher shall be deemed to be in the full employ of the Board. In such cases, the teacher shall be entitled, on written notice by May 31 or October 31, to return to employment with the Board effective the commencement of the next term, and shall be entitled to an assignment comparable to that previously held. It is understood that the granting and extending of such leave is at the prerogative of the Superintendent and will not be unreasonably refused.

## **ARTICLE A.22: LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES**

1. Local Association school staff representatives, elected in accordance with local association procedures shall have the right to:
  - a. convene Association meetings in the school at a time and location mutually agreed between the staff representative and the principal;
  - b. attend meetings between the principal and teacher(s) that are concerning labour relations matters. While it is the intention of the parties to conduct grievance meetings and labour relations meetings after school hours, should the principal call a meeting during the work day, an Association representative, at the request of either the teacher or the principal, shall be relieved of instructional duties with no loss of pay, to be present at such meetings;
  - c. be released from teaching duties, with pay minus the cost of a TTOC, to present an arbitration case or to serve as a witness in an arbitration case.
2. In order to deal with emergent personnel matters within the school, the principal and the staff representative shall mutually agree on an appropriate course of action.

## **ARTICLE A.23: RIGHT TO REPRESENTATION**

A representative designated by the Association may attend a meeting between an Association member and a representative of the District as follows:

1. Staff Representative
  - a. The school-based meeting is outside of school hours and is concerning labour relations or disciplinary matters.
  - b. The school-based meeting is during school hours and is a grievance meeting or labour relations meeting and the Staff Representative is invited by the teacher or principal.

2. Association Representative shall accompany the teacher:
  - a. at Step 1 of the grievance procedure;
  - b. at Step 2 of the grievance procedure;
  - c. to any meetings with a district representative associated with an investigation of the teacher for misconduct;
  - d. to a meeting with the Board concerning the possible suspension or dismissal of the teacher for misconduct;
  - e. to a meeting with the Board concerning a suspension that has occurred because the Board considers that the presence of the teacher in a school would be dangerous or harmful to the pupils;
  - f. to a meeting with the Superintendent prior to notice of dismissal for less than satisfactory performance;
  - g. to a meeting with the Board official intending to recommend transfer of the teacher; or
  - h. to a meeting with the Superintendent to discuss reasons for the failure to grant a general request for transfer.
3. Any other rights of representation conferred by the terms of this Collective Agreement will also apply.

#### **ARTICLE A.24: ACCESS TO WORKSITE**

1. 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 and equipment. Use of equipment and services resulting in an additional cost is the responsibility of the Association.
2. Principal or Designate and the Association representative will agree to time and place, in order to ensure that there is no disruption of classroom instruction.
3. If the school is to be used after 6:00 p.m., the Association must book the school in accordance with the Municipal-School Board Joint Use Agreement.

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

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

staff room in each school building. The notices should be signed by a Staff Representative. Any objectionable material will be discussed immediately by the Principal and the Staff Representative.

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

Where no operational difficulties are created, the Association shall have access to the district mail service and teacher mailboxes, free of charge, for communication to bargaining unit members.

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

The Board, upon request by the Association, agrees to furnish to the Association or its designated representatives, the following information as soon as is reasonably possible. Such information shall include but not be limited to:

1. all financial information that is available to the public;
2. professional teacher information including a list of teachers showing their names, addresses, listed phone number, grid placement, seniority;
3. notifications of job postings, transfers, hiring, a list of unassigned teachers with continuing status, resignations, retirements, teacher deaths, discharges, suspensions and less than satisfactory evaluations;
4. agendas and minutes of all Public Board meetings and all public attachments thereto at the time of distribution to the Board;
5. any other information that is available to the general public.

#### **ARTICLE A.28: PICKET LINE PROTECTION**

1. All teachers covered under this Agreement shall have the right to refuse to cross or work behind a picket line. Any teacher failing to report for duty for this reason shall be considered absent without pay.
2. Failure to cross a picket line encountered in carrying out Board business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Board.
3. The Board shall not request, require, nor direct teachers covered under this Agreement to do work or carry out duties normally performed by teachers engaged in a strike, or locked out, nor shall teachers request, require, or direct pupils to carry out such duties.

4. Teachers shall not be required to work with persons, other than Management Personnel, who attempt to perform any of the duties that would normally be performed by teachers on strike or locked out. Teachers who refuse to work due to the existence of this situation are not entitled to compensation for the period involved.
5. Should teachers honour a picket line and a decision is made to release students and the picket line subsequently comes down, teachers will not be paid for the remainder of that work day.

#### **ARTICLE A.29: COPY OF AGREEMENT**

The Association shall be provided four (4) printed and bound copies per school site and an additional 30 such copies as soon as practicable after the conclusion of negotiations. The Association agrees to share the cost of printing the Agreement. The Agreement shall bear the logos of the Association and the Board. Additional copies may be printed at school sites at no additional cost to the Association.

#### **ARTICLE A.30: STAFF ORIENTATION**

1. All teachers new to the staff of the Board shall be provided an orientation in the week before Labour Day arranged by the Board and the Association.
2. The Board shall inform all new teachers of the dates for staff orientation at the time of appointment to the District.
3. Teachers hired after the orientation or unable to attend shall be provided with an alternate version and encouraged to attend the next session.

#### **ARTICLE A.31: EXCLUSIONS FROM THE BARGAINING UNIT**

1. Any position that is currently included in the bargaining unit shall not be excluded from the bargaining unit without the agreement of the parties.
2. The Board shall notify the Association of all new positions, within the bargaining unit, offered in the District, and submit to the local Association offices a written job description of the new position(s).
3. Should the Board create a new position which it believes falls outside the bargaining unit, it will advise the Association and provide a job description, and if mutual agreement respecting the inclusion or exclusion of the position from the bargaining unit is not achieved, the matter will become subject to Article A.6 (Grievance Procedure). It is understood that if the new position is filled then it will be subject retroactively to the outcome of the grievance.



## **ARTICLE A.32: EDUCATION ASSISTANTS**

1. All education assistants hired to assist teachers in carrying out their responsibilities and duties shall be under the instructional supervision of the teacher to whom they are assigned by the Principal. Teachers shall not assume employment supervision responsibilities for education assistants.
2. Education assistants shall not assume the responsibilities of teachers as set out in Section 17 and Regulation 4 of the School Act.
3. Education Assistants shall not be used as alternatives for:
  - a. lowering the pupil/teacher ratio or reducing class size;
  - b. any qualified professional personnel, including, but not limited to, teacher-librarians, counsellors and TTOCs.

## **ARTICLE A.33: TEACHER PARTICIPATION IN SCHOOL DECISION-MAKING**

1. Principals will provide teaching staff with opportunities for meaningful input.
2. Input will be sought by Principals and will be provided by teaching staff on the following:
  - a. School Policies
  - b. School Budgets
  - c. School Curriculum, Planning and Evaluation
  - d. School Timetable and Organization
  - e. Non-Instructional Days
  - f. Student Programs

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

### **ARTICLE B.1:      SALARY**

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

Teachers hired after July 1, 2019 and were employed on the date of ratification, and teachers who retired between July 1, 2019 and the date of ratification, shall have their retro-active pay pro-rated from their date of hire to the date of ratification or from July 1, 2019 to date of retirement.
  
3.     The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c above:
  - a.     Department Head
  - b.     Positions of Special Responsibility
  - c.     First Aid
  - d.     One Room School
  - e.     Isolation and Related Allowances
  - f.     Moving/Relocation
  - g.     Recruitment & Retention
  - h.     Mileage/Auto not to exceed the CRA maximum rate
  
4.     The following allowances shall not be adjusted by the increases in B.1.1.a, b, and c above:
  - a.     Per Diems
  - b.     Housing
  - c.     Pro D (unless formula-linked to the grid)
  - d.     Clothing
  - e.     Classroom Supplies
  
5.     Provide for a one percent (1%) increase to the top step of the salary grid effective July 1, 2020.

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

Local Provisions:

7. Part Month Payments and Deductions

- a. The rate of deduction for a day without pay shall be one two hundredth (1/200) of the current annual salary of the teacher.
- b. 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

$$\frac{\text{Number of Days Taught} \times \text{Monthly Salary}}{\text{Prescribed Teaching Days in the Month}}$$

8. No Cuts in Salary

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

9. Payment for Work Beyond the Regular Work Year

- a. A teacher (except as noted below) who is requested by the Board to work beyond the annual school calendar and who agrees to such employment, shall be paid at the rate of one two hundredth (1/200) of their annual salary entitlement for each day worked.
- b. Summer School Payment
  - i. When the Board offers a summer school for students, and teachers covered by this Agreement are employed to give instruction, those teachers shall be paid a flat rate, as follows, for each hour of instruction:

Effective July 1, 2019	\$ 41.46
Effective July 1, 2020	\$ 42.29
Effective July 1, 2021	\$ 43.14

- ii. When the Board hires a Director of Summer School who is covered by this Agreement, they shall be paid an allowance as follows:

Effective July 1, 2019	\$ 2,556.98
Effective July 1, 2020	\$ 2,608.12
Effective July 1, 2021	\$ 2,660.28

- c. Secondary Counsellors

- i. Counsellors may be required to work outside of the parameters of the annual school calendar, but shall not be required to exceed the total number of days in session without compensation.
- ii. The tasks and counselling personnel required for the school's program needs beyond the annual school calendar shall be decided by mutual agreement of the counsellor(s) and the Principal.
- iii. Counsellors required to work beyond the annual school calendar shall be given compensatory time-off at a mutually agreeable time during the regular school year as defined in Article D.18 (Regular Work Year for Teachers).

10. Salary Grids

a. July 1, 2019

Step	Cat 4	Cat 4+	Cat 5	Cat 5+	Cat 6
0	\$ 48,167	\$ 50,118	\$ 54,895	\$ 59,108	\$ 60,588
1	\$ 50,702	\$ 52,653	\$ 57,789	\$ 62,336	\$ 63,934
2	\$ 53,236	\$ 55,188	\$ 60,682	\$ 65,566	\$ 67,281
3	\$ 55,771	\$ 57,724	\$ 63,574	\$ 68,794	\$ 70,628
4	\$ 58,305	\$ 60,261	\$ 66,467	\$ 72,023	\$ 73,976
5	\$ 60,839	\$ 62,795	\$ 69,360	\$ 75,252	\$ 77,323
6	\$ 63,374	\$ 65,331	\$ 72,253	\$ 78,482	\$ 80,670
7	\$ 65,908	\$ 67,867	\$ 75,145	\$ 81,710	\$ 84,017
8	\$ 68,442	\$ 70,401	\$ 78,039	\$ 84,939	\$ 87,363
9	\$ 73,107	\$ 73,107	\$ 83,097	\$ 90,410	\$ 92,978

**Remote and Rural Grid**

Step 9 differs, as shown below, for the following schools:

Jaffray Elementary-Junior Secondary, Grasmere, Elkford Secondary School, Rocky Mountain Elementary School, District Learning Centre – Elkford, Sparwood Secondary School, Frank J. Mitchell, Mountain View Elementary, Fernie Secondary School, Isabella Dicken, District Learning Centre – Fernie, District Learning Centre – Sparwood.

	Cat 4	Cat 4+	Cat 5	Cat 5+	Cat 6
Step 9	\$ 73,107	\$ 73,107	\$ 83,358	\$ 90,814	\$ 93,432

Category 4+ Step 9 receives an increase from Harmonization so as not to lag behind Category 4.

Remote and Rural Grid schools are also eligible for the Recruitment & Retention Allowance pursuant to provincial Letter of Understanding No. 5. Effective July 1, 2019: \$2,570.

b. **July 1, 2020**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 4+</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 49,131	\$ 51,120	\$ 55,993	\$ 60,290	\$ 61,800
<b>1</b>	\$ 51,716	\$ 53,706	\$ 58,945	\$ 63,583	\$ 65,212
<b>2</b>	\$ 54,301	\$ 56,292	\$ 61,895	\$ 66,877	\$ 68,627
<b>3</b>	\$ 56,886	\$ 58,878	\$ 64,845	\$ 70,170	\$ 72,040
<b>4</b>	\$ 59,471	\$ 61,466	\$ 67,797	\$ 73,464	\$ 75,455
<b>5</b>	\$ 62,056	\$ 64,051	\$ 70,747	\$ 76,757	\$ 78,870
<b>6</b>	\$ 64,641	\$ 66,638	\$ 73,698	\$ 80,051	\$ 82,283
<b>7</b>	\$ 67,226	\$ 69,224	\$ 76,648	\$ 83,344	\$ 85,698
<b>8</b>	\$ 69,811	\$ 71,809	\$ 79,600	\$ 86,638	\$ 89,110
<b>9</b>	\$ 75,301	\$ 75,301	\$ 85,590	\$ 93,122	\$ 95,767

**Remote and Rural Grid**

Step 9 differs, as shown below, for the following schools:

Jaffray Elementary-Junior Secondary, Grasmere, Elkford Secondary School, Rocky Mountain Elementary School, District Learning Centre – Elkford, Sparwood Secondary School, Frank J. Mitchell, Mountain View Elementary, Fernie Secondary School, Isabella Dicken, District Learning Centre – Fernie, District Learning Centre – Sparwood.

	<b>Cat 4</b>	<b>Cat 4+</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
Step 9	\$ 75,301	\$ 75,301	\$ 85,859	\$ 93,538	\$ 96,235

Category 4+ Step 9 receives an increase from Harmonization so as not to lag behind Category 4.

Remote and Rural Grid schools are also eligible for the Recruitment & Retention Allowance pursuant to provincial Letter of Understanding No. 5. Effective July 1, 2020: \$2,622.

c. **July 1, 2021**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 4+</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 50,113	\$ 52,142	\$ 57,113	\$ 61,496	\$ 63,036
<b>1</b>	\$ 52,751	\$ 54,781	\$ 60,124	\$ 64,855	\$ 66,517
<b>2</b>	\$ 55,387	\$ 57,418	\$ 63,133	\$ 68,214	\$ 69,999
<b>3</b>	\$ 58,024	\$ 60,056	\$ 66,142	\$ 71,573	\$ 73,481
<b>4</b>	\$ 60,661	\$ 62,695	\$ 69,153	\$ 74,933	\$ 76,964
<b>5</b>	\$ 63,297	\$ 65,332	\$ 72,162	\$ 78,292	\$ 80,447
<b>6</b>	\$ 65,934	\$ 67,970	\$ 75,172	\$ 81,653	\$ 83,929
<b>7</b>	\$ 68,571	\$ 70,609	\$ 78,181	\$ 85,011	\$ 87,412
<b>8</b>	\$ 71,207	\$ 73,246	\$ 81,192	\$ 88,371	\$ 90,892
<b>9</b>	\$ 76,807	\$ 76,807	\$ 87,302	\$ 94,984	\$ 97,683

**Remote and Rural Grid**

Step 9 differs, as shown below, for the following schools:

Jaffray Elementary-Junior Secondary, Grasmere, Elkford Secondary School, Rocky Mountain Elementary School, District Learning Centre – Elkford, Sparwood Secondary School, Frank J. Mitchell, Mountain View Elementary, Fernie Secondary School, Isabella Dicken, District Learning Centre – Fernie, District Learning Centre – Sparwood.

	<b>Cat 4</b>	<b>Cat 4+</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
Step 9	\$ 76,807	\$ 76,807	\$ 87,876	\$ 95,409	\$ 98,160

Category 4+ Step 9 receives an increase from Harmonization so as not to lag behind Category 4.

Remote and Rural Grid schools are also eligible for the Recruitment & Retention Allowance pursuant to provincial Letter of Understanding No. 5. Effective July 1, 2021: \$2,674.

## ARTICLE B.2: TTOC PAY AND BENEFITS

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

### Local Provisions:

#### 7. Non-Instructional Days

Non-instructional days occurring during an assignment may count as a day of work, at the discretion of the Principal, and will not count as an interruption in service.

#### 8. Call-Out

- a. A TTOC assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage, unless the assignment is cancelled by giving notice before 4:00 p.m. of the day previous;
- b. A TTOC assigned to a school for a half (1/2) day and not utilized or utilized for only a portion of the half (1/2) day shall be paid for a half (1/2)



day, unless the assignment is cancelled by giving notice before 4:00 p.m. of the day previous.

Note: See also Local Letter of Understanding No. 2 Re: Laurie & Parkland Junior Secondary Schools.

9. Assignment

- a. The TTOC shall be required to assume only the duties of the teacher they are replacing.
- b. A TTOC shall be entitled to normal preparation periods that fall within the assignment.
- c. A TTOC replacing a Principal will be assigned educational duties during any administrative relief time that falls within the assignment.
- d. No assignment shall be for less than one half (1/2) of a day. If the position being replaced for is less than a half (1/2) day, then the Principal will assign educational duties for the additional time for which the TTOC is being paid.

10. Pay Periods

Pay periods for TTOCs will be ten (10) days into the month following the day(s) worked.

11. Continuous Assignment

In the event that a TTOC's assignment is interrupted by the return of a teacher who subsequently is absent within two (2) working days, and the TTOC is reassigned to the same assignment, on or before the third day, the assignment shall proceed as if it had not been broken for salary provisions or contract provisions which depend upon the length of the assignment.

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

PCA Article B.3 does not apply in School District No. 05 (Southeast Kootenay)

**ARTICLE B.4: EI REBATE**

1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in

the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.

2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

## **ARTICLE B.5: REGISTERED RETIREMENT SAVINGS PLAN**

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

7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

#### **ARTICLE B.6: SALARY INDEMNITY PLAN ALLOWANCE**

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

#### **ARTICLE B.7: REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

1. Private Vehicle Damage

Where an employee's vehicle is damaged by a student at a worksite or an approved school function, or as a direct result of the employee being employed

by the employer, the employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$600.

2. **Personally Owned Professional Material**

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

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

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

*Note: This Article applies to TTOCs as per Article A.2.4*

**ARTICLE B.8: OPTIONAL TWELVE-MONTH PAY PLAN**

PCA Article B.8.1 to B.8.10 do not apply in School District No. 05 (Southeast Kootenay). See B.8.11 below.

1. **Summer Savings Plan Option**

- a. A 10-month continuing appointment employee may elect to participate in a Summer Savings Plan Option (the Plan) administered by the employer.
- b. An employee electing to participate in the Plan must inform the employer, in writing, on or before September 20 of the year of participation.
- c. An employee may withdraw from the Plan only if they cease to be employed by the Board.

- d. 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 pay period, an amount agreed to by the local and the employer. The employee may elect savings of 5%, 10%, 15% or 20%. This amount will be paid into the Plan by the employer.
- e. Interest to June 30 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
- f. An employee's accumulation in the Plan including their interest accumulation to June 30<sup>th</sup> shall be paid in equal installments on July 15, July 31, August 15 and August 31.
- g. The employer shall inform employees of the Plan at the time of hire.
- h. An employee may change the deduction percentage by completing a new form and submitting it in writing, on or before September 20 of the year of participation.
- i. Nothing in this Article shall be taken to mean than an employee has any obligation to perform work beyond the regular school year.

**ARTICLE B.9: PAY PERIODS**

PCA Article B.9.1 to B.9.3 do not apply in School District No. 05 (Southeast Kootenay). See B.9.4 below.

**Local Provisions:**

- 4. Teachers shall be paid in ten (10) monthly installments, with a mid-month advance of forty-five percent (45%) of their net monthly salary. Such mid-month advance will normally be paid on the teaching day closest to the fifteenth (15<sup>th</sup>) of each month. The month end payment will be made on the last teaching day of the month.

**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.

PCA Article B.10.4 and B.10.5 do not apply in School District No. 05 (Southeast Kootenay).

*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.
5. General Benefits
  - a. The Board shall provide each continuing, temporary, and eligible part-time teacher with an application or enrollment form for participation in the medical, dental, extended health, and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrollment form must be so noted by the teacher and kept on file by the Board.
  - b. The Board shall advise each teacher by letter at the end of September, and all teachers hired subsequent to that date at the end of the first month

of employment, of those benefit plans available to teachers, the cost of those plans, and of those plans in which the teacher is enrolled.

- c. The Board shall assist teachers in obtaining required benefits from the various benefit plans.
- d. The Board shall advise all teachers, including certified TTOCs and teachers who are engaged in a less than half time capacity, that it is a condition of employment to contribute to the Teachers' Pension Plan. The Board shall ensure that the appropriate deductions are made and remitted to the Superannuation Commission.
- e. The Board shall advise each teacher in writing at the end of each month of their accumulated sick leave.

## 6. Benefits - Coverage

- a. Medical Services Plan: 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 eligible part-time teacher employed by the Board.
- b. 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 eligible part-time teacher employed by the Board.
- c. Dental Plan: The Board shall pay seventy-five per cent (75%) of the costs of a mutually agreed upon Dental Care Plan for each full and eligible part-time teacher employed by the Board. The plan will include the following coverage:
  - Plan A - one hundred per cent (100%) of Claims - Basic Service;
  - Plan B - fifty per cent (50%) of Claims - prosthetics appliance, crown and bridge. Effective July 1, 2018, major dental coverage is per the provincial minimum;
  - Plan C - Fifty percent (50%) of Claims - orthodontic two thousand dollars (\$2,000) lifetime maximum. Effective July 1, 2015, orthodontics coverage is (75%) and the lifetime maximum is five thousand dollars (\$5,000).
- d. BCTF/BCSTA Group Insurance Plan: The Board shall pay sixty percent (60%) of the premiums of the BCTF/BCSTA Group Insurance Plan "B" for each full and eligible part-time teacher employed by the Board.

- e. BCTF Optional Term Life Insurance Plan: The Board shall deduct and remit the monthly premium from the pay of those Association members who elect to participate in the BCTF Optional Term Life Insurance Plan.
- f. Benefit Plan Information and Changes: [Not applicable for the Provincial Extended Health Benefit Plan. See Article B.11.2 and LOU No. 9.]
  - i. The Board shall provide the Association with a copy of the current policy in effect for each of the teacher benefit plans and shall provide the Association with a copy of the periodic financial/actuarial statements for those plans at the time such statements are provided to the Board.
  - ii. The coverage under these plans shall not be altered or amended without prior consultation and agreement from the Association.

## 7. Death Benefits

The Board and the Association shall fund the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of three (3) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision.

## 8. Employee and Family Assistance Program

The Board and the Association agree to continue to participate in the Employee and Family Assistance Program. (see separate agreement)

## **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.24: PLACEMENT ON SCALE**

1. Classification
  - a. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, subject to this Article and in accordance with years of experience as determined by Section B, Article 25 (Experience Recognition for Salary Purposes) of this contract.
  - b. At the time of appointment, the Board shall advise the teacher, in writing, of the documentation required to establish initial scale placement. The teacher is required to advise the Board if any delay is expected in meeting

the deadlines and the procedures for redesignation and/or appeal of any decision with respect to scale placement.

- c. Each teacher 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 teacher shall be responsible for advising the Board, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.
- d. The Board shall not refuse a request for extension of the time limits. The Board shall advise the teacher in writing when any documentation has not been received and shall pursue the matter with the teacher.
- e. The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.
- f. In the event that a teacher wishes to appeal their placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Superintendent for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, Section A, Article 6 (Grievance Procedure) of this Agreement shall apply.
- g. If within six (6) months of the date of appointment a teacher provides documentation that was effective at the date of appointment and which establishes a salary category different from that in which the teacher was initially placed, a salary adjustment shall be effective retroactive to the time of initial placement.

## 2. Categories

- a. Except as otherwise provided, the salary category of each teacher shall be established in accordance with years of preparation, including at least one (1) successful year of teacher training, and certification as follows:

Certification	Category
PC, or Professional Teaching Certificate (P), with four (4) years preparation	4
PE, or Professional Teaching Certificate (P), with four (4) years of preparation and holding the degree of Bachelor of Education	4+
PB, or Professional Teaching Certificate (P), with five (5) years of preparation	5

Certification	Category
PB, or Professional Teaching Certificate (P), with five (5) years of preparation and 5+ placement as assigned by the Teacher Qualification Service. [See Article B.12]	5+
PA, PAM or Professional Teaching Certificate (P) with six (6) years of preparation and a Masters Degree	6

- b. Should the Teacher Qualification Service, in its adjudication of a professional teaching certificate with six (6) years of preparation, not place the position in an existing category then the parties agree to negotiate the category and the appropriate rate.
- c. A teacher holding a Letter of Permission (LP), whose years of preparation can be equated to years of university training, shall be paid as if in the category next below that which would apply if their total years of training had included one (1) year of teacher preparation, and as if they had one (1) more year than their actual accumulation of teaching experience.
- d. A teacher holding a letter of permission (LP) whose years of preparation cannot be equated to years of university training shall be paid at a rate to be agreed to by the Board, the teacher and the Association.

**ARTICLE B.25: EXPERIENCE RECOGNITION FOR SALARY PURPOSES**

- 1. Full credit shall be recognized for teaching experience in schools operated under provincial authorities, or comparable authorities in the Commonwealth of Nations or the United States and other countries with acceptable education standards as determined by the Superintendent, subject to the following conditions:
  - a. All experience previously recognized for salary purposes shall be credited.
  - b. A minimum of eight (8) months of full-time employment during a school year shall constitute a year's experience for increment purposes.
  - c. Teachers appointed to part-time positions shall earn experience credit proportionate to the time worked.
  - d. Periods of part-time teaching and temporary contracts shall be added together for accumulation of years of experience credit. One hundred and eighty (180) such days shall qualify as one year's experience.

Note: Effective September 17, 2014, teacher teaching on call experience credit is accrued in accordance with Article C.4 TTOC Employment and can be transferred in accordance with Provincial Letter of Understanding No. 11.

- e. Full experience credit shall be earned for:
  - i. Secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation.
  - ii. Secondment to the Ministry of Education.
  - iii. Secondment to a recognized university or college.
  - iv. Secondment to the Teacher Regulation Branch.
  - v. Service with Canadian Universities Service Overseas or the Canadian International Development Agency.
  - vi. Absence while on a paid leave of absence.
  - vii. Absence which leads to a higher certification.
  - viii. Department of National Defense schools.
  - ix. While on an approved exchange.
  - x. Absence while on paid sick leave, extended sick leave or Workers' Compensation Board leave.
  - xi. Absence while on short term and extended maternity leave or on statutory parental/adoption leave as provided for in the Employment Standards Act.

## 2. Trade, Technical and Work Experience

- a. The Superintendent or designate shall evaluate experience for:
  - i. Industrial Education, Commerce, Computer Science or Vocational Industrial Specifics.
  - ii. Work experience options.
  - iii. Music, commercial art, drama, library, journalism, home economics, cartography, engineering, social work, applicable government service, or other school related subject areas.

- b. One (1) year of experience may be allowed for each two (2) years of trade, technical or work experience (including apprenticeship) providing such experience is, in the opinion of the Superintendent, closely related to workload of the teacher concerned. A year of trade, technical or work experience is defined as twelve (12) months of full-time employment. The maximum to be allowed for the experience shall be five (5) years.

3. Increment Dates

Experience increments shall be adjusted as required, on September 1, December 1 and March 1 of each year.

Note: See also Article B.25.1.d above.

## **ARTICLE B.26: PART TIME TEACHERS' PAY & BENEFITS**

1. Definition

For this Agreement a part-time teacher shall include temporary or continuing contract teachers employed for less than full-time.

2. Salary

Part-time teachers shall be paid that portion of their regular scale placement that relates to the portion of an instructional week worked.

- a. The length of the instructional week for the part-time teachers in the elementary schools shall be composed of the number of hours of instructional time plus a proportionate amount of the designated preparation time.
- b. In a secondary school a part-time teacher's instructional assignment shall be based on the understanding that a full-time assignment consists of eight (8) timetable teaching blocks, one (1) of which is preparation time. A secondary teacher who is assigned to teach less than seven (7) timetable teaching blocks will have their hours of weekly instructional time and their salary pro-rated from seven (7) in lieu of preparation time. Example ...a teacher assigned to teach two (2) blocks would be paid two- sevenths (2/7) of full salary.

3. Benefits

Part-time teachers working .4 assignment or greater shall be eligible to participate in all benefit plans, provided they meet the conditions required for membership.

4. Sick Leave

The part-time teacher shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary.

5. Pension Coverage

Teachers who move from full-time employment to a part-time assignment shall be considered on leave for the portion of the day they are not working. They may purchase pensionable service to provide for a full year pension credit provided the pension plan allows such purchase and provided there is no cost to the Board.

**ARTICLE B.27: TEACHING POSITIONS OF SPECIAL RESPONSIBILITY/  
SPECIAL INSTRUCTION**

1. Job Descriptions

- a. The Board, in consultation with the Association, will draw up job descriptions for all positions of Special Responsibility/Special Instruction which fall within the bargaining unit. These shall include, but not be limited to, Department Heads, Middle School Team Leaders, Assistant Team Leaders, Teachers-In-Charge, Elementary Counsellors, Resource Centre Co-ordinator, Teacher of the Gifted, the District Assessment Counsellor and the Middle and Secondary School Athletic Intramural Program Coordinator.
- b. These descriptions shall be the recognized job descriptions for such positions and shall be kept in a Job Description Handbook. A copy of this handbook will be kept in each school office, in the School Board office and the Association office.

2. New Positions

The Board, in consultation with the Association, shall prepare a job description whenever a new position described in 1.a. above is created or an existing position is significantly changed. When a new position is established or an existing position is significantly changed, the allowance shall be subject to negotiation between the Board and the Association.

3. Elimination of Positions

Existing positions described in 1.a. above shall not be eliminated or significantly changed without prior consultation with the Association.

4. Consultation

For the purposes of this article, "consultation" shall be defined as meaningful discussions in good faith, between the respective parties in an attempt to arrive at a mutual agreement.

5. Selection Process

- a. Department Heads, Teachers-In-Charge and Secondary School Athletic Intramural Program Coordinators shall be appointed annually. The positions will be posted by August 27 and the selection shall be complete by September 15 upon acceptance of the position by the selected candidate.
- b. Middle School Team Leaders, Assistant Team Leaders and Middle School Athletic Intramural Program Coordinators shall be appointed annually by the Principal. The Principal shall advise staff of available positions and shall make appointments from teachers who indicate an interest. If the Principal does not appoint a teacher who has indicated an interest, the Principal shall meet with such teacher and provide reasons for their decision.

Middle School Team Leader positions may be shared subject to the approval of the Principal.

- c. Other positions of Special Responsibility/Special Instruction described in 1.a. above will be posted according to Article E.11 (Posting Vacant Positions) of this Agreement.

6. Allowances

- a. In schools where the Department Heads or Middle School Team Leaders and the Principal mutually agree, the total school allotment for Minor and Major Department Heads or Middle School Team Leaders and Assistant Team Leaders shall be divided equally among the respective Department Heads or Middle School Team Leaders.
- b. In all other schools:
  - i. Minor Department Heads and Assistant Team Leaders shall be paid an allowance per annum, as follows:

Effective July 1, 2019	\$ 770.08
Effective July 1, 2020	\$ 785.48
Effective July 1, 2021	\$ 801.19

- ii. Major Department Heads and Middle School Team Leaders shall be paid an allowance per annum, as follows:

Effective July 1, 2019	\$ 1,540.16
Effective July 1, 2020	\$ 1,570.96
Effective July 1, 2021	\$ 1,602.38

- c. Teachers appointed to the position of Department Head or Middle School Team Leaders may elect to forego the allowance and, in turn, receive five (5) days of release time for the purpose of fulfilling the responsibilities of their position and personal professional development.
- d. A Teacher-In-Charge shall be paid an allowance in accordance with Article B.28 (Teacher-In-Charge).
- e. The Middle and Secondary School Athletic Intramural Program Coordinators shall receive an additional block of preparation time (see Section D, Article 17 Hours of Assignment/Preparation Time) to fulfill the responsibilities of this position.

**ARTICLE B.28: TEACHER-IN-CHARGE**

- 1. In each school the Board shall appoint from the applicants for the position from the school a designated Teacher-In-Charge.
- 2. In the event that all Principals assigned to the school are absent from the school, the Teacher-In-Charge will assume the duties specified in this clause for periods not exceeding five (5) consecutive days at any one time.
- 3. The Teacher-In-Charge, when requested to act, shall attend to ensuring that routine supervision, adequate to ensure the safety of students and the security of the school is maintained and shall deal with emergent matters as they may arise with required assistance from the Board Office. Upon the return of a Principal, the Teacher-In-Charge shall not be responsible for ongoing administrative or managerial duties, and specifically shall not have such responsibilities in relation to other teachers or parents.
- 4. While acting as Teacher-In-Charge, the teacher is covered by all terms and conditions of this Agreement and shall in addition be paid an allowance as follows:

Effective July 1, 2019	\$ 821.42
Effective July 1, 2020	\$ 837.84
Effective July 1, 2021	\$ 854.60



5. While acting as Teacher-In-Charge, the teacher shall be relieved of regular teaching duties when the Principal(s) are expected to be absent for more than two (2) hours.

**ARTICLE B.29: ACTING-PRINCIPALS AND VICE-PRINCIPALS**

1. When an Acting Administrator is appointed, the following conditions will apply:
  - a. the Acting Administrator will remain within the bargaining unit and will be covered by all terms and conditions of this Collective Agreement;
  - b. the Acting Administrator shall assume all duties of the administrative position, except teacher evaluation and teacher discipline;
  - c. the term of the appointment will normally terminate at the end of the term or semester, but may be extended through mutual agreement of the Superintendent, the Acting Administrator and the Association; and
  - d. Acting Administrators in Elementary Schools will be paid an allowance per month, as follows:

Effective July 1, 2019	\$ 449.21
Effective July 1, 2020	\$ 458.19
Effective July 1, 2021	\$ 467.36

Acting Administrators in Secondary Schools will be paid an allowance per month as follows. Part month payments will be pro-rated in weekly increments.

Effective July 1, 2019	\$ 641.73
Effective July 1, 2020	\$ 654.57
Effective July 1, 2021	\$ 667.66

**ARTICLE B.30: ALLOWANCES**

1. Industrial First Aid Allowance

The Board shall pay an allowance per annum to a teacher holding a valid "Industrial First Aid Certificate" and designated as First Aid Attendant in each school as required under the Workers' Compensation Board regulations. The Board shall reimburse the applicable course fees for the acquisition and renewal of the Certificate, subject to successful completion of the course. It will be the

responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course. The per annum allowance is as follows:

Effective July 1, 2019	\$ 641.73
Effective July 1, 2020	\$ 654.57
Effective July 1, 2021	\$ 667.66

2. Survival First Aid Allowance

The Board shall pay an allowance per annum to a teacher holding a valid "Survival First Aid Certificate" and designated as First Aid Attendant in each school as required under the Workers' Compensation Board Regulations. The Board shall reimburse the applicable course fees for the acquisition and renewal of the Certificate, subject to successful completion of the course. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course. The per annum allowance is as follows:

Effective July 1, 2019	\$ 320.86
Effective July 1, 2020	\$ 327.28
Effective July 1, 2021	\$ 333.82

## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1:      RESIGNATION**

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

### **ARTICLE C.2:      SENIORITY**

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

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

- b.     Seniority Verification Process
  - i.     The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
  - ii.    The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
  - iii.   The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.

3. Teacher Teaching on Call (TTOC)
  - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
  - b. For the purpose of calculating seniority credit:
    - i. Service as a TTOC shall be credited:
      1. one half (1/2) day for up to one half (1/2) day worked;
      2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.
    - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
    - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
  - c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.
4. An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
5. No employee shall accumulate more than one (1) year of seniority credit in any school year.

Local Provisions:

6. Principle of Security
  - a. The Board and the Association agree that increased length of service in the employment of the Board entitles employees to commensurate increase in security of teaching employment.
  - b. An employee is considered to gain seniority from the date they attain a continuing contract. On that date, they will be considered to be on the seniority list and be credited with previously accumulated service according to Article C.2.7.a through C.2.7.g.
7. Definition of Seniority
  - a. In this Agreement, "seniority" means an employee's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. For the purpose of

calculating length of service, part-time teaching shall be credited fully as if it were full-time service.

In addition to the foregoing, the seniority for an employee under a continuing contract shall include:

- i. TTOC 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 1 year of seniority for any school year.
- b. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.a, the employee with the greatest continuous present employment with the Board be deemed to have the greatest seniority.
  - c. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.b, 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.
  - d. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.c, the employee with the greatest number of days of TTOC teaching with the Board in the year prior to appointment shall be deemed to have the greatest seniority.
  - e. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.d, the employee with the earliest date and time of the offer of continuous appointment with the Board shall be deemed to have the greatest seniority. The offer of continuing appointment from the Board shall include the date and time of verbal offer of employment. For employees appointed prior to 1984, the date of the letter of appointment is the determining factor.
  - f. For the purposes of this Article, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board, except for the following:
    - i. maternity leave;
    - ii. adoption leave;
    - iii. parenthood leave;
    - iv. educational leave as approved by the Board;
    - v. leave for duties with the Association or the BCTF;

- vi. secondment to the Ministry of Education, or a Faculty of Education or the Teacher Regulation Branch;
  - vii. teachers on a recognized and Board approved teacher exchange program;
  - viii. long-term sick leave;
  - ix. leave for teaching with the Department of National Defence or Canadian Universities Services Overseas;
  - x. leave for elected office at the provincial, federal, or municipal level;
  - xi. teachers on leave of absence under the provision of the Self-Funded Leave Plan and Extended Leave of Absence Plan;
  - xii. compassionate care leave (Article G.2);
  - xiii. any leave approved by the Board.
- g.
    - i. For the purposes of this Agreement, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-appointment within a period of three (3) years, or by layoff and recall within a period of three (3) years, or by layoff and recall pursuant to this Agreement.
    - ii. Seniority that was previously ported from SD No. 05 to another school district pursuant to Article C.2.2 shall not be recognized, unless such credits are subsequently ported back to SD No. 05 pursuant to Article C.2.2

## 8. Seniority List

The Board shall by October 15 of each year, forward to the Association a list of all employees employed by the Board, in order of seniority calculated according to Article C.2.6 and C.2.7, setting out the length of seniority as of September 1 of that year and the Association will either amend or ratify the seniority list by November 15 of each year, or it will be considered accurate.

## **ARTICLE C.3: EVALUATION**

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

## **ARTICLE C.4: TTOC EMPLOYMENT**

### **1. Experience Credit**

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

### **2. Increment Date for Salary Grid Placement**

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

Note: See also Article B.25 Experience Recognition for Salary Purposes.

## **ARTICLE C.5: LAYOFF/RECALL/SEVERANCE**

### **1. Definition of Qualifications**

- a. In this Agreement, "necessary qualifications" in respect of a teaching position means a reasonable expectation based on certification, training, education or experience of a teacher, that the teacher will be able to perform the duties of the position in a satisfactory manner, following a reasonable period of familiarization.
- b. Should any question arise as to whether a teacher has or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Joint Grievance Committee at Step 3 of Article A.6, (Grievance Procedure) and shall be subject to the remaining provisions of that Article.

### **2. Security of Employment Based on Seniority and Qualifications**

- a. When, for bona fide educational or budgetary reasons the Board determines that it is necessary to lay off a teacher, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b. The Superintendent of Schools may assign and reassign teachers to positions on the teaching staff of the school district by giving at least

seven (7) days' notice in writing of the reassignment to the teachers. The Board and Association agree that the Board may use this power to implement the provisions of Article C.5.2.a, and agree that any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this Agreement otherwise dealing with transfers. The provisions of Article E.14.1.c and E.14.1.d (Transfers) shall apply.

- c. Nothing in Article C.5.2.a or C.5.2.b shall be taken to require the Board to transfer a teacher with greater seniority for the purpose of retaining on staff a teacher with less seniority than that teacher.
- d. The Board shall give each teacher it intends to layoff pursuant to this Article, notice in writing, as soon as is possible prior to November 30 in the fall term and May 31 in the spring term, such notice to contain the reason for layoff and a list of teaching positions, if any, in respect to which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Association. The requirement that the effective date of the notice be at the end of a school term does not apply where the Board makes an appointment to a position which is temporarily vacant and which the Board reasonably believes will cease to be vacant at a time other than the end of a school term.
- e. Should a decision under Article A.6 (Grievance Procedure) result in fewer teacher appointments being laid off than specified above by the Board in accordance with Article C.5.2.a and C.5.2.d, then the Board may within ten (10) days of the decision, layoff additional teacher appointments. The number of additional appointments terminated shall not exceed the original number of teacher layoffs that occurred in Article C.5.2.a and C.5.2.d.

Note: See also Local Memorandum of Agreement "Implementation of Article E.14.1 Transfer Initiated to the District."

### 3. Continuing Teachers' Rights to Recall

- a. When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this Agreement, first offer recall to the teacher on the Continuing Teachers' Recall List who has the most seniority among those laid off pursuant to this Article, provided that teacher possesses the necessary qualifications for the available position and the position is in the same zone from which the teacher was laid off. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority within the zone and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are



teachers remaining on the Continuing Teachers' Recall List within the zone from which the teacher was laid off.

- b. A teacher who is offered recall pursuant to Article C.5.3.a shall inform the Board whether or not this offer is accepted within forty-eight (48) hours of the receipt of such offer.
- c. The Board shall allow a maximum of thirty (30) days from the acceptance of an offer under Article C.5.3.b, for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice, such longer period may be approved at the discretion of the Board.
- d. A teacher who is not able to accept a teaching position offered to them under this Article, because they are attending university, or they are eligible for maternity leave, shall not lose their rights to recall.
- e. A continuing teacher's right to recall under this Article is lost:
  - i. if a teacher elects to accept severance pay under Article C.5.7;
  - ii. If the teacher refuses to accept two (2) continuing positions of equal or greater percentage of time maintained at the time of layoff for which they possesses the necessary qualifications and are in the same zone from which the teacher was laid off; or
  - iii. after three (3) years elapse from the date of layoff under this Article and the teacher has not been recalled. The teacher is responsible to ensure that the Director of Instruction: Human Resources is informed in writing of their current address.
- f. In the event of an appeal by the teacher regarding offers of continuing positions referred to in Article C.5.3.e.ii, the question shall be referred to the Joint Grievance Committee at Step 3 of Section A.6. (Grievance Procedure) and shall be subject to the remaining provisions of that Article.
- g. Upon recall under this Article, a teacher shall be entitled to a continuing appointment to the teaching staff of the district. The maintenance of continuing contract status shall not prevent the offer and acceptance of an assignment to a position which is temporarily vacant.

#### 4. Continuing Teachers' Recall List

The Board shall maintain a Continuing Teachers' Recall List. A copy of this Recall List will be sent to each person on the list and the Association at least once during the fall term and once during the spring term of each school year.

5. Sick Leave

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

6. Benefits

A continuing teacher who retains rights of recall pursuant to Article C.5.3 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 (1) or more years of continuous employment within the district, and who is laid off in accordance with Article C.5.2.a, may elect to receive severance pay at any time before the continuing teacher's right to recall pursuant to Article C.5.3.e is lost.
- b. Severance pay shall be calculated at the rate of eight decimal thirty-three percent (8.33%) of one (1) year's salary for each year of service to a maximum of two (2) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of their layoff. No interest shall be paid on the amount owing from the date of layoff.
- c. A continuing teacher who receives severance pay pursuant to this Article and who is subsequently rehired by the Board, shall be entitled to retain all, or any portion of the severance pay; however, those years of service used to generate the severance pay that are retained by the teacher may not be used for determining severance pay at the time of any subsequent layoff.

8. Application to Part-Time Continuing Teachers

In the selection of teachers for layoff, and for purposes of continuing teachers' recall, the seniority of a part-time teacher who is senior to another teacher will be deemed to remain intact.

9. Retraining

For the purposes of retraining for available positions with the Board, a teacher who receives notice of layoff under this Article shall be entitled to make application for a leave of absence of up to one (1) year. If at the discretion of the Superintendent the leave is granted, the Board shall amend the effective date of the layoff notice to coincide with the beginning of the school term that next follows the expiry of the period of the leave, or of any extension thereof.

10. Temporary Teachers' Rights to Recall

- a. Teachers on the Temporary Teachers' Recall List can apply for all posted positions as per Articles E.11 (Posting Vacant Positions) and E.12 (Filling Vacant Positions).
- b. Teachers on the Temporary Teachers' Recall List who have applied for a posted position and who possess the necessary qualifications will be offered employment in descending order of seniority.
- c. If a teacher declines the offer of recall, the position shall be offered to the applicant on the Temporary Teachers' Recall List with the next greatest seniority and the necessary qualifications. This process shall be repeated until the position is filled.
- d. A temporary teacher who is offered an appointment shall inform the Board whether or not this offer is accepted within forty-eight (48) hours of the receipt of such offer.
- e. A temporary teacher's right to recall is lost if the provisions of Article A.3 (Membership Requirement) are not fulfilled.

11. Temporary Teachers' Recall List

The Board shall maintain a Temporary Teachers' Recall List. A copy of the Temporary Teachers' Recall List will be sent to the Association and all schools at least once during the fall term and once during the spring term before the staffing season.

12. Sick Leave

A teacher recalled pursuant to this article shall be entitled to sick leave credit accumulated.

13. Benefits

Teachers on the Temporary Teachers' Recall List shall be entitled to participate in the benefits program of the Board as per the provisions of Article B.11 (Benefits).

## **ARTICLE C.16: EMPLOYMENT ON CONTINUING CONTRACT**

1. Teachers appointed by the Board, shall be deemed to be on continuing contract except for the following:
  - a. teachers appointed to a temporary contract, subject to the provisions of the Agreement;
  - b. TTOCs, subject to the provisions of the Agreement.
2. Teachers appointed by the Board to a continuing contract shall be deemed to be on continuing contract until:
  - a. the teacher has been dismissed, subject to the provisions of the Agreement;
  - b. the contract has been terminated, subject to the provisions of the Agreement;
  - c. the teacher ceases to be a member of the Teacher Regulation Branch.

## **ARTICLE C.17: DISMISSAL AND DISCIPLINE FOR MISCONDUCT**

1. The Board shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
2. Where a teacher is under investigation by the Board as the result of an accusation that may lead to disciplinary action or for any other cause for which the Board is considering any form of disciplinary action, the teacher and the Association shall be advised of the investigation and of the nature of any allegations in writing, unless substantial grounds exist for concluding that such notification would prejudice the investigation. In any event, the teacher and the Association shall be notified at the earliest reasonable time and before any action is taken by the Board. The teacher shall also be advised of the right to be accompanied by a school staff representative or another designated member of the Association at any meeting between the Board and the teacher in connection with such investigation.
3. Unless the Association waives the right to such meeting, the Board shall not suspend or dismiss any person bound by this Agreement unless it has, prior to taking such action, held a meeting of the Board with the teacher entitled to be present, except as noted in Article C.17.4 and C.17.5 below. In respect of the meeting noted above:
  - a. the teacher and the Association shall be given seventy-two (72) hours notice and copies of all documents, if any, that will be considered;

- b. the teacher and the Association shall be given copies of all documents that will be considered at the meeting;
  - c. at such meeting the teacher shall be accompanied by representatives and or advocates appointed by the Association, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to present witnesses, to question any person presenting evidence to the Board and to present their case to the Board;
  - d. the decision of the Board shall be communicated in writing to the teacher and the Association and shall contain the rationale for the grounds for the decision.
4. A Board may suspend from the performance of their duties a teacher who is charged with an offence that the Board considers renders the teacher unsuitable to perform those duties. Following such suspension the provisions of paragraph 3 shall apply.
5. If the Superintendent of Schools is of the opinion that the welfare of the students is threatened by the presence of a teacher, the Superintendent may suspend the teacher with pay from the performance of their duties.
  - a. When the Superintendent suspends a teacher the Superintendent shall notify the Board.
  - b. When the Board is notified of the suspension it shall, as soon as practicable, confirm, vary or revoke the suspension and shall, where the Board confirms and continues the suspension, determine if the continuation of the suspension shall be with or without pay.
  - c. Following such suspension the provisions of paragraph 3 shall apply.
6. Notwithstanding Section A, Article 6 (Grievance Procedure) where a teacher has been suspended or dismissed, the Association shall have the option of referring a grievance regarding the suspension or dismissal directly to Step 3 of the grievance procedure or directly to arbitration provided for in that Article.
7. Both parties agree that investigations and reasons for decisions concerning teacher suspension and dismissal are best dealt with in a confidential manner. Should either side, however, feel compelled to release information concerning teacher suspension or dismissal to the media, the releasing party must first discuss the nature of the release with the other party.
8. At an arbitration in respect of the discipline or dismissal of a teacher, no material from the teacher's file may be presented unless the material was brought to the teacher's attention at the time it was placed on file, and no material which has

been removed from the file pursuant to Article E.19 (Personnel Files) may be presented.

## **ARTICLE C.18: DISMISSAL BASED ON PERFORMANCE**

1. The Board may dismiss a teacher under this Article if:
  - a. A teacher is in the first year of appointment and the Board has received two (2) reports pursuant to Article E.16 (Evaluation of Teaching) indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
  - b. A teacher has completed one (1) year on a temporary/continuing appointment and the Board subsequently receives three (3) reports pursuant to Article E.16 (Evaluation of Teaching) indicating that the learning situation in the class or classes of the teachers is less than satisfactory. The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months.
2. The reports referred to in Article C.18.1, shall be prepared in accordance with the process established in Article E.16 (Evaluation of Teaching) and in accordance with the following conditions:
  - a. the reports shall be written by evaluators from the following categories:
    - i. the principal of the school to which the teacher is assigned;
    - ii. the Superintendent of Schools;
    - iii. an Assistant Superintendent;
    - iv. a Director of Instruction;
    - v. the vice-principal of the school to which the teacher is assigned.
  - b. in the case of teachers described in Article C.18.1.a the reports shall be written by two (2) different evaluators
  - c. in the case of teachers described in Article C.18.1.b the reports shall be written by three (3) different evaluators.
  - d. in both cases at least one (1) of the reports shall be a report of the Superintendent.
  - e. the reports shall be written independently of each other, and the report writers shall not collaborate with regard to the results;

- f. notwithstanding the foregoing, a report shall not be prepared by a person in respect of whom there exists a reasonable apprehension of bias. Any allegation of bias must be raised and proven by the teacher prior to the evaluation.
3. Where a teacher described in Article C.18.1.b receives a less than satisfactory report, the teacher may request a leave of absence, without pay, of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than three (3) months nor more than six (6) months after the teacher has returned to teaching duties. It is understood that the taking of such a leave of absence extends the timelines in Article C.18.1.b for a corresponding length of time. The teacher may arrange to continue health and welfare coverage by prepaying the entire premiums in advance.
4. Where the Board intends to dismiss a teacher in accordance with this Article, it shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent prior to notice of dismissal being issued.
5. Where the Board decides to dismiss a teacher pursuant to Article C.18.1, it shall issue a formal notice of dismissal.
6. Where the Board takes any action against a teacher pursuant to Article C.18.1.a, a grievance in respect of such action may be filed according to Article A.6; (Grievance Procedure) Step 3. In all other respects Article A.6 (Grievance Procedure) shall apply.

#### **ARTICLE C.19: PART-TIME TEACHERS' EMPLOYMENT RIGHTS**

1. A teacher (or teachers requesting a job-sharing assignment) with a continuing full-time appointment to the teaching staff of the District 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.
2. When the request under Article C.19.1 is granted by the Board, the teacher shall be on leave of absence status in respect of the balance of the full-time appointment, and 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 upon approval by the Superintendent.

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. Two continuing contract teachers employed by the Board may jointly request a specified job-sharing assignment. Where the request is granted,
  - a. salary shall be pro-rated according to the percentage of time worked by each teacher;
  - b. the Board shall pay the benefit contributions provided in Article B.11.3 as if both teachers were full-time teachers, provided the job-sharing teacher is decimal four (.4) or greater.
  - c. each teacher is considered for all purposes to be on leave of absence with respect to the time not worked.
  - d. When one of the teachers offers to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata placement for all such work.

#### **ARTICLE C.20: TEMPORARY TEACHERS' EMPLOYMENT RIGHTS**

1. Employment of Temporary Contract Teachers
  - a. The Board may appoint a teacher
    - i. for a period not exceeding one (1) year, to any position temporarily existing or temporarily vacant, or
    - ii. for a period not exceeding the remainder of the existing school year, to any position which has become vacant during a school year, by notice in writing stating that it is a temporary appointment, specifying the period of its duration, and indicating the salary or the method by which the salary shall be determined.

At the expiration of the period specified in the notice, a temporary appointment shall be deemed to be terminated.
  - b. Where the Board reasonably expects a teacher will be absent for more than twenty (20) teaching days, the vacancy shall be filled by appointment to a temporary contract using normal appointment procedure.
  - c. The Board agrees to provide to the Association no later than four (4) weeks from the commencement of any school term a list of teachers hired



on temporary contracts for that term, and a list of continuing contract teachers on leave of absence.

2. Placement on Temporary Teachers' Recall List

- a. Teachers on temporary contract who have completed in excess of ten (10) months of accumulated temporary contract service within a four (4) year period shall be placed directly on the Temporary Teachers' Recall List described in Article C.5 (Layoff/Recall/Severance), in accordance with their seniority. Partial months of service will be calculated based on the ratio of days worked compared to days in session. The seniority tiebreaker will be the date and time of acceptance of the earliest temporary appointment.
- b. A temporary teacher who has been placed on the Recall List, who is offered and accepts a further temporary appointment(s), shall continue to have their name on the Temporary Teachers' Recall List, consistent with Article C.20.2.a above, during the term of the subsequent temporary appointment(s). Such temporary teachers shall have access to continuing positions that become available during the term of the subsequent temporary appointment(s) in accordance with Article C.5 (Layoff/Recall/Severance).
- c. A temporary teacher who has earned the right to be placed on the Temporary Teachers' Recall List shall continue to be classified as a temporary teacher until they have been offered and have accepted an appointment to a continuing position.
- d. The provisions of the Temporary Teachers' Recall List shall become effective as of September 3<sup>rd</sup>, 2013.

3. TTOCs to Temporary Conversion

When a TTOC completes twenty (20) days continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment. It is understood that temporary contracts that are granted in this fashion may, or may not, qualify for placement on the Recall List under Article C.20.2 above. This qualification shall not unreasonably be denied.

4. Re: Employment of temporary contract teachers refer to Article E.12 (Filling Vacant Positions).

## **ARTICLE C.21: TTOC HIRING PRACTICES**

### **1. Availability of TTOC**

- a. When a teacher assigned to a school is absent, the Board shall employ a TTOC to replace that teacher upon being informed of such absence.

The Principal shall obtain a TTOC to replace all teachers except when in the opinion of the Principal the employment of a TTOC would be educationally unsound for positions such as Counsellors, the Teacher of the Gifted, the Resource Center Co-ordinator, the English as a Second Language Teacher, the Teacher of the Hearing Impaired, the Teacher of the Visually Impaired, and the District Assessment Counsellor.

- b. Except in emergent circumstances, or on a voluntary basis, teachers assigned to a school shall not be required to:
  - i. perform the tuition or instructional duties of a teacher who is absent;
  - ii. supervise the students of a teacher who is absent.

### **2. TTOC List**

- a. The Board shall maintain a list of persons who are qualified and have been placed on the list of TTOC. The Board shall forward a copy of such a list to the Association in the month of September, and in the month of January in each school year.
- b. In the event that the Board removes the name of a TTOC from the TTOC list the Association will be notified of such removal.

### **3. TTOC Hiring**

- a. The School Board will give hiring priority to certified TTOCs providing the Principal can effect a reasonable match between the TTOC and the teaching assignment.
- b. The Board may appoint persons not on the TTOC list to a TTOC teaching assignment only in the event that no available person on the list possesses the necessary qualifications for the assignment.
- c. Where the Board reasonably expects a teacher to be absent for more than twenty (20) teaching days, the vacancy shall be filled by appointment to a temporary contract using normal appointment procedures. When a TTOC completes twenty (20) days continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment. It is understood that temporary contracts that are

assigned in this fashion may, or may not, qualify under Article C.20 (Temporary Teachers' Employment Rights) as one of the qualifying periods for being placed on the Recall List. The qualification shall not be unreasonably denied.

Note: See also Local Memorandum of Agreement "Teachers Hired as teachers on call Awaiting Initial Certification."

## SECTION D WORKING CONDITIONS

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

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

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

1. The Board and the Association agree to the following class size maximums.

a. Definitions

- i. “Kindergarten” is defined as the First Year of the Primary Program.
- ii. “Primary” is defined as Kindergarten, and Grades 1, 2 and 3 (or the first, second, third and fourth years of the Primary Program).
- iii. “Intermediate” is defined as Grades 4, 5, 6 and 7 (or the Intermediate Program years 1, 2, 3 and 4).
- iv. “Secondary” is defined as Grades 8, 9, 10, 11 and 12 (or the Intermediate Program years 5, 6 and 7 and the Graduate Program years 1 and 2).

b. ELEMENTARY

Primary multi-age/multi-program (Grades K-1)	20
Primary multi-age/multi-program (Grades 1-3)	22
A grouping combining both Primary and Intermediate students	24
Intermediate split or multi-age/multi-program (Grades 4-7)	26

Other Intermediate (Grades 4-7) 29

In the event the District shall have year one (1) primary and year two (2) primary split classes the District shall endeavour to establish class sizes below the level established for year one (1) primary classes.

c. SECONDARY

Grades 8 – 12 30

Special Education Classes 14

Junior Secondary Alternate 25

Senior Secondary Alternate 15  
(With appropriate support services determined by the principal/vice-principal in consultation with the teacher(s)).

Senior I.E. 20

Electronics 22

Junior I.E. 24

Power Mechanics (Parkland) 16

Graphic Arts 24

Senior Art 25

Junior Art 28

Computer Sciences 24

Computer Studies 28

Senior Typing 24

Stage Craft 24

Home Ec. Workshop 24

Junior Drama 28

English 27

Secondary Languages 27

Science 26

- d. The class size maximum may be exceeded by two (2)\* students whenever the Principal, in consideration of the educational needs of the student, cannot:
- i. at the elementary level reassign the student to a different class within the school where the class size is lower; or
  - ii. at the elementary level reassign the student to a class, at the student's grade level, in an adjacent school.

List of adjacent schools:

Pinewood:	T.M. Roberts, Steeples if bussing available
Steeples:	Highlands, Amy Woodland
Highlands:	Kootenay Orchards
Kootenay Orchards:	Gordon Terrace, Amy Woodland, Highlands
Amy Woodland:	Gordon Terrace, T.M. Roberts
T.M. Roberts:	Amy Woodland, Gordon Terrace, Pinewood
Gordon Terrace:	Amy Woodland, T.M. Roberts, Kootenay Orchards

This article does not limit the principal/vice-principal from seeking other solutions regarding the assignment or reassignment of students.

- iii. at the secondary level place the student in another section of the same course or an alternative course acceptable to the student.

**\*See Local Letter of Understanding # 2: Flex on Class Size Limits.**

2. Triple Block Physical Education Classes – Maximums

- a. Maximum student load in triple blocked P.E. classes at Laurie and Parkland schools shall not exceed seventy-two (72) students in total.

- b. The maximum total student load may be exceeded by three (3) students whenever the Principal, in consideration of the educational needs of the student cannot place the student in another section of the course.
3. The number of students in a shop or other specialized classroom shall be determined as the number for which the facilities are designed or equipped.
4. A larger group of students may be requested by the teacher to fulfill a particular educational purpose.
5. This Article shall be in force and any necessary adjustments shall be made by September 30 each year for non-semestered classes. In semestered courses, this Article shall be in force three (3) weeks after the commencement of the semester.
6. The administration in consultation with the school staff will develop the class organization which best utilizes professional staff and serves the needs of students.
7. Student Contacts

No secondary teacher shall have an average class size of more than twenty-seven decimal five (27.5) students nor more than one hundred and ninety-two (192) student contacts per timetable cycle.

8. Number of Preparations

- a. Except for teacher assignment preference no teacher shall be required to prepare more than five (5) different courses at the middle school and junior secondary level or more than three (3) different courses in each semester at the senior secondary level.
  - b. A course shall be defined as any course defined or listed by the Ministry of Education or any course specified within the school as "honours/enriched", or "modified", and any defined locally developed course.

9. Student Services Teacher Case Load:

The caseload for the student services teachers(s) shall be determined in each school by the principal/vice-principal after consultation with the student services teacher(s) based on the identified student needs, on a school-wide basis.

The term "consultation" shall be defined as meaningful discussions in good faith, between the respective parties in an attempt to arrive at a mutual agreement.

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

No provincial language.

### Local Language

1. Students with special need will receive the same consideration as other students for placement in their neighbourhood school.
2. Prior to integration of the student in a regular classroom the School-Based Team composed of the classroom teacher, principal/vice-principal, special education/student services teacher and, where appropriate, other professional personnel, auxiliary staff, parents and the student will meet to consider appropriate educational and medical information and to determine an educational program.
3. In making a decision on the placement of a student to be integrated, the School-Based Team shall take into account the present situation regarding:
  - a. the student's educational, medical and physical needs;
  - b. class size and class composition;
  - c. support services;
  - d. facilities, equipment and resources.

The School-Based Team may also make recommendations to the Director of Instruction: Student Services respecting in-service for the receiving teacher(s).

4. There shall be a maximum of two (2) dependent handicapped and/or low incidence-high cost students integrated into any regular classroom.
5. Individual Education Plans (IEPs) shall be the responsibility of the student services personnel in conjunction with the classroom teacher after discussions with the School-Based Team.
6. Teachers shall not be required to provide health services and related assistance to dependent handicapped students that may be required during lunch hour, recess and during all class/instructional time.
7. The Director of Student Services will, within reasonable budgetary constraints, provide teachers and other school-based personnel with appropriate in-service opportunities, meeting times and equipment.



### **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)	1:396 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:328 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:55 ESL/ELL students	Former LOU No. 5 (2000)

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

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

Note: See also Article D.17 Hours of Assignment/Preparation Time.

### **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.15: ACCESS TO SCHOOL**

The Principal, in consultation with school staff, shall at the beginning of the school year establish a procedure to allow all teachers access to their school building during after school hours, weekends and holidays for the purpose of the preparation of curricular materials and for other related teaching duties.

#### **ARTICLE D.16: MENTOR/BEGINNING TEACHER PROGRAM**

The Board and the Association agree to examine the feasibility of developing a Mentor/Beginning Teacher Program. Two representatives of the Board and the CFTA will prepare a report for consideration by the Board and the CFTA. The report will be filed by the committee by February 15, 1994, and will contain findings and recommendations agreed to by the committee members.

#### **ARTICLE D.17: HOURS OF ASSIGNMENT/PREPARATION TIME**

- 1. Hours of Assignment
  - a. A full-time elementary teacher's weekly instructional assignment shall not exceed twenty-five (25) hours per week. A full-time secondary teacher's weekly assignment shall not exceed twenty-seven and one half (27.5) hours per week. A full-time middle school teacher's weekly assignment shall not exceed twenty-seven and one half (27.5) hours per week.
  - b. A teacher's weekly assignment shall be defined as the time during the week devoted to teaching courses and lessons. In addition, it shall also include recess break, designated preparation time, Teacher Advisory Group supervision of study periods and home room, and class break time.

- c. A part-time teacher's weekly assignment shall be pro-rated in proportion to a full-time teacher's weekly assignment. (See, Article B.26 Part-Time Teachers' Pay and Benefits).
2. Preparation Time
    - a. Each full-time elementary teacher shall be entitled to a minimum number of minutes of preparation time per week, per Article D.4 Preparation Time, to be scheduled as part of their weekly assignment.
    - b. Each full-time Secondary teacher shall be entitled to a yearly average of one (1) block of preparation time out of eight blocks of a regularly scheduled instructional cycle. Should the Board move away from an eight (8) block timetable, the parties agree to review the impact of such change and to ensure that there is no loss of teacher preparation time.
    - c. Each full-time middle school teacher shall be entitled to a yearly average of one (1) block of preparation time out of eight blocks of a regularly scheduled instructional cycle. Should the Board move away from an eight-block timetable, the parties agree to review the impact of such changes and to ensure that there is no loss of teacher preparation time.
    - d. For full-time teachers' preparation time shall be in blocks of not less than thirty (30) minutes.

## **ARTICLE D.18: REGULAR WORK YEAR FOR TEACHERS**

1. The annual salary established for teachers covered by this Agreement in Article B.1 (Salary) shall be payable in respect of the teacher's regular work year. The regular work year for full-time teachers shall not exceed one hundred and ninety-five (195) days in session comprising:
  - a. one hundred and ninety (190) instructional days inclusive of one (1) year-end administrative day on which pupils may be required to attend for report card and/or administrative purposes.
  - b. five (5) non-instructional days as per Article F.12 (Non-Instructional Days).
  - c. In addition to the provisions of Article D.18.1.a and b above, the instructional year for the middle school teachers shall include three (3) School Planning Days. School Planning Day activities shall be determined by the school principal in consultation with the school staff. School Planning Day activities include, but are not limited to, staff meetings, class/school organization meetings, teacher planning time, and other year-end activities.

It is understood that students may be in attendance as required to complete curricular expectations.

2. All days 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 which fall during the regular work year, Christmas Break and Spring Break. In the event this clause does not permit the district to meet the requirements of Regulation 8 of the School Act the bookend may be altered as required.
3. The first day of Christmas Break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1. If January 1 is a Sunday then school shall reopen Tuesday, January 3.
4. 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 Wednesday following the fourth Monday in March.
5. In the event the above clauses are in conflict with the School Act or Regulations the provisions of the School Act or Regulations shall prevail. In no event shall the District require teachers to work in excess of the calendar established by the Ministry.
6. In the event that a conflict arises respecting the application of this clause the matter will be resolved through Article A.8 Legislative Change or through Article A.6 (Grievance Procedure). If the matter is to be resolved through Article A.6 (Grievance Procedure) the grievance may be initiated at Step 3.

#### **ARTICLE D.19: NOON HOUR SUPERVISION**

1. Subject only to Article D.19.2, no teacher shall be required to perform school supervision duties during the school's regularly scheduled noon intermission.
2. In order to deal with emergent circumstances, the Principal shall assign teachers in a fair and equitable manner, to assist the individual(s) performing noon hour supervision should such assistance be required.

#### **ARTICLE D.20: EXTRA-CURRICULAR ACTIVITIES**

1. In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school. Extra-curricular activities and programs include those that are ordinarily

carried on beyond the usual school instructional hours and with voluntary student participation.

2. The Board agrees that all extra-curricular activities are voluntary.
3. Extra-curricular activities shall not form any part of a job description or posting for a teaching position.
4. While voluntarily involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.
5. The Board agrees not to enter into an agreement with any teacher which has the effect of reducing the hours of instruction of the teaching assignment or provides wage compensation in exchange for the provision of an extra-curricular activity.

#### **ARTICLE D.21: STAFF MEETINGS**

1. Notice:

At least seven (7) days' notice of the regular staff meeting shall be given.

2. Agenda:

- a. The preliminary agenda of items to be considered shall be posted or circulated to staff members at least seven (7) days prior to the meeting.
- b. All staff members shall have the right to place items for consideration on the staff meeting agenda.

3. Attendance:

Teachers shall not be required to attend staff meetings:

- a. which commence prior to one (1) hour before classes begin or which conclude later than two (2) hours after dismissal of pupils;
  - b. during recess or during the noon intermission unless mutually agreed upon by the staff and Principal;
  - c. on weekends, holidays or other days when school is not in session.
4. Procedures for discussing business arising from the agenda will be determined by the Principal, in consultation with staff, at the first staff meeting of the school year.

5. Written minutes of staff meetings shall be kept and circulated to all staff members. The procedure for recording minutes of staff meetings will be determined at the first staff meeting of the school year.
6. Part-time and itinerant teachers shall attend staff meetings whenever possible.
7. There may be up to two (2) regularly scheduled staff meetings per month. This does not include meetings of segments of the staff or school committees.

## **ARTICLE D.22: TECHNOLOGICAL CHANGE**

### **1. Definition**

For the purposes of this Agreement the term "technological change" shall be understood to mean the introduction, because of technological change or development, of equipment or material, different in nature, type or quantity from that previously utilized, and which adversely affects teachers in the daily operation of their classrooms, or their security as members of the bargaining unit or alters significantly the basis on which the contract was negotiated.

### **2. Consultation**

When the Board intends to change the manner in which it carries out educational operations and services the Board shall request a meeting with the Association to determine whether or not the intended change constitutes a technological change as defined herein.

### **3. Notice**

When it is determined that a technological change is to be introduced, the Board shall so notify the Association in writing. Such notice shall be given as far as possible in advance of, and at least ninety (90) days before, the term in which the introduction of the technological change is intended.

### **4. Data to be Provided**

- a. The notice of intent to introduce a technological change shall contain:
  - i. the nature of the change;
  - ii. the date on which the Board proposes to effect the change;
  - iii. the approximate number, type and location of Association members likely to be affected by the change;



- iv. the effects the change may be expected to have on Association members' working conditions and terms of employment;
    - v. all other pertinent data relating to the anticipated effects on Association members.
  - b. The Board shall update this information as new developments arise and modifications are made.
- 5. Negotiations

When the Board has notified the Association of its intention to introduce a technological change, the parties shall meet within the next thirty (30) days to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the Board to protect the Association members from any adverse effects. Such agreement may include:

  - a. the provision of training or retraining to one (1) or more Association members;
  - b. the transfer or reassignment of Association members to other assignments;
  - c. the entering into of Letters of Agreement protecting Association members from other anticipated health and safety effects.
- 6. Resulting Agreements

When the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a Letter of Agreement between the parties and such letters of agreement shall have the same effect as the provisions of the existing Agreement and shall be subject to Article A.6 (Grievance Procedure).
- 7. Where the parties are unable to agree on appropriate solutions to the problems arising out of intended technological change the matter shall be referred to arbitration under Article A.6 (Grievance Procedure).

## **ARTICLE D.23: SPACE AND FACILITIES**

In the event that major renovations to an existing school are considered, or a new school is to be constructed, teachers will be provided with an opportunity for input and recommendations.

## **ARTICLE D.24: HEALTH AND SAFETY**

1. The Board and the Association shall co-operate in ensuring that facilities and practices meet the standard for health and safety in schools as required by the Workers Compensation Board. The Association shall appoint three (3) members to represent it on the District's Occupational Health and Safety Committee (DOHSAC). This Committee shall have the responsibility of promoting the prevention of workplace injuries, illness, and disease by following its established terms of reference.
2. Student medication procedures:
  - a. teachers shall not be required to administer medication on a regular basis.
  - b. in an emergency situation, it is recognized that school staff have a "duty of care" under common law.
3. The Board shall ensure that each work site has a copy of the Occupational Health and Safety Regulation of the Workers Compensation Act.

## **ARTICLE D.25: ASSOCIATION INVOLVEMENT IN BOARD BUDGET PROCESS**

The Association will be provided with an opportunity to make a representation to the Board during the Board's annual budget formulation process.

## **ARTICLE D.26: SCHOOL-BASED BUDGETING/MANAGEMENT**

1. To facilitate staff participation in the school-based budgeting/management-planning process, Principals, in consultation with the staff, shall develop a process whereby:
  - a. teachers will have an opportunity to participate in the establishment of school goals and objectives;
  - b. teachers will have ready access to school information relative to the decision-making process;
  - c. teachers will have an opportunity to participate in the budget planning process;
  - d. time and support are made available to carry out the process.
2. Decisions at the school level shall be in accordance with the contracts between the Board and the Association and the Board and C.U.P.E. Local 4165.

**ARTICLE D.27: HAZARDOUS MATERIALS**

The Board shall provide an education program annually to present information respecting the WHMIS labels, Material Safety Data Sheets (MSDS), and precautionary measures concerning specific materials.

**ARTICLE D.28: HOME EDUCATION**

Teachers shall not be required to instruct, prepare materials or exams, assess or prepare reports on home-schooled students who are not in attendance in their class.

## **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 Principals 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.11: POSTING VACANT POSITIONS**

1. In this article "vacancy" means an existing or newly created teaching assignment/position to which a teacher is not assigned. All teachers in the District are eligible to apply for all vacancies.
  - a. Teachers with continuing status who apply for temporary assignments will be subject to the provisions of Article E.12.3.

2. Posting Teaching Positions
  - a. The Board, in addition to any external advertising, shall post notices on the school district website and in all schools of all positions of twenty (20) teaching days duration or longer. Such notices shall be posted for a period of four business (4) days. There shall be no positions posted during Winter and Spring Break. Teaching position vacancies that become available between July 1 and August 31 shall be posted on Tuesdays.
  - b. Advertisements for appointment to the teaching staff of the district shall not include reference to extra-curricular activities and programs.
  - c. Prospective appointees shall be informed of the nature of the assignment(s), and be provided with the contact information with respect to the expectations of the Board and of the learning and working conditions in the school prior to the appointment.
3. If the Board decides to interview a number of candidates for the position of principal, the Board will request that the school staff representative or designate from that staff participate with them in the interview sessions.

#### **ARTICLE E.12: FILLING VACANT POSITIONS**

1. The Board shall fill teaching vacancies in the following priority, provided that the teacher has the necessary qualifications to perform the duties of the vacant position:
  - a. Teachers on the Continuing Teachers' Recall List as per Article C.5 where the position is in the zone from where the teacher was laid off;
  - b. Teachers on continuing appointment who are subject to or seeking transfer; teachers who are returning from leaves of absence, and principals and vice-principals returning to the bargaining unit;
  - c. Teachers on full-time or part-time continuing appointment;
  - d. Teachers from the Temporary Teachers' Recall List as per Article C.5 (Layoff/Recall/Severance);
  - e. TTOCs who apply for the position and outside applicants.
2. If a vacancy requires filling during the school year and the successful applicant is currently employed in another full-time assignment or in a part-time assignment that may conflict, with the scheduled assignment of the position to be filled, the position will be filled at the earliest reasonable date.

3. Between the start of spring staffing and postings that close prior to noon on the first Friday of August, continuing teachers appointed to temporary assignments shall be considered on general leave from their existing assignment. Except with the mutual agreement of the Board and Association, such leave shall not be granted at other times unless the temporary reassignment results in an increase in full-time equivalence.

Note: See Local Memorandum of Agreement "Implementation of the Larson Award dated January 25, 2001, Pertaining to Leaves."

#### **ARTICLE E.13: OFFER OF APPOINTMENT TO THE DISTRICT**

1. An applicant for appointment shall be entitled to rely on a representation of the Superintendent, Director of Instruction, Human Resources and Principal 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 a verbal offer of appointment to the District, in writing or by electronic mail, within forty-eight (48) hours. The Association shall be included in the confirmation notice.
3. An offer of appointment to the District shall be deemed to have been accepted when the acceptance has been mailed or sent by electronic mail to the Board within forty-eight (48) hours of the initial offer of appointment by the Board.

#### **ARTICLE E.14: TRANSFERS**

1. Transfers Initiated by the Board
  - a. Transfers shall not be initiated by the Board as a disciplinary measure.
  - b. When the Board intends to transfer a teacher, the Director of Instruction: Human Resources or designate, shall meet with the teacher to explain the nature of the transfer and the rationale for the transfer. The teacher shall be accompanied by a representative designated by the Association and shall be given twenty-four (24) hours to consider the matter and respond to the Director of Instruction: Human Resources or designate. The teacher will be given as much notice as is reasonable in the circumstances. Where possible seven (7) days' notice will be given.
  - c. At or subsequent to such meeting the teacher shall have the opportunity to advise the Director of Instruction: Human Resources or designate on such retraining requirements, in-service release time or assisting teacher support that the teacher believes necessary to adequately prepare for the proposed transfer.

- d. Should the Board transfer a teacher to an assignment involving a significantly different grade level or a significantly different subject area, the Board will ensure that:
  - i. there remain no vacancies in the teacher's existing grade level or subject area for which they have the necessary qualifications;
  - ii. the teacher is provided with adequate professional retraining which will include assisting teacher support and in-service release time commensurate with the degree of change of assignment;
  - iii. the teacher will be offered priority of transfer to future vacancies in their existing grade level or subject area together with placement of teachers who are on leave of absence unless the teacher otherwise agrees.
- e. Any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years except under exceptional circumstances.
- f. The Board will endeavour to complete Board initiated transfers by May 31 save when they are necessitated by circumstances not reasonably known to the Board at that time.
- g. A teacher who is transferred for reasons of projected enrollment decline shall have the opportunity of returning forthwith to the position previously held in the event that the projected decline does not actually materialize and the position previously held is re-established.
- h. A Board initiated transfer may be grieved by a teacher pursuant to Article A.6 (Grievance Procedure) on the basis that the transfer is unjust or unreasonable in the circumstances. However, such a grievance may proceed no further than the conclusion of Step 3, except for a grievance initiated under Article E.14.1.a.
- i. Layoffs/transfers will be restricted to either of two zones (Cranbrook and the Elk Valley, which includes Jaffray), meaning that a teacher to be laid off or transferred in Cranbrook, as an example, could be transferred only to another school in Cranbrook. Any vacancies in the Elk Valley zone would not be considered by the Board for the transfer.
- j. Assuming qualifications, layoffs would occur by school with the least senior teacher being transferred/laid off. Should that teacher in the school have greater seniority than a teacher in a position for which they are qualified, in another school, in the same community, they would be transferred into that position. The teacher affected would be the least

senior teacher (the qualifications issue would still apply) in that community.

- k. If the least senior teacher has greater seniority than a teacher in a position for which they are qualified, in a neighbouring community, they would be transferred into that position. The teacher affected in that community would be the least senior teacher (the qualifications issue would still apply) in that neighbouring community.
- l. Neighbouring communities are defined as:
  - i. Jaffray/South Country – Fernie
  - ii. Fernie – Sparwood
  - iii. Sparwood – Elkford
- m. Should there not be a teacher in a neighbouring community with lesser seniority than the teacher is qualified to move into, then the teacher would be transferred beyond the neighbouring community (but within the zone), provided there is a teacher with lesser seniority and they are qualified to assume their position. As with the neighbouring communities, it would be the least senior teacher transferred (assuming qualifications) amongst the non-neighbouring communities.
- n. In order to ensure that we can try to address, or are aware of any potential difficult personnel situations that may arise from a transfer, discussions would occur between the Board and Principals, and the Board and the Association, prior to the proposed transfer being enacted.

## 2. Transfer Initiated by the Teacher

- a. Teachers may apply for transfer to any vacant position posted pursuant to Article E.11 (Posting Vacant Positions) at the time it is posted, and may apply for transfer generally by request in writing to the Superintendent by March 31.
- b. If the request for transfer is affected, the teacher shall be notified, in writing, prior to May 31, save for those vacancies posted after May 31.
- c. If the request for transfer is not affected, the teacher shall be notified, in writing, prior to May 31, and they shall be given reasons why the transfer was not affected.
- d. A teacher who is not granted a general request for transfer may, within seven (7) days of notification, request a meeting with the Superintendent to discuss the reasons given. The teacher may be accompanied at such meeting by a member of the Association.

- e. In the event that a teacher receives a less than satisfactory teaching report, transfer requests received will be given consideration and may be granted at the discretion of the Superintendent.
- f. In addition to the above any pair of teachers, or group of teachers, mutually agreeing to transfer, shall complete and submit to the Director of Instruction: Human Resources by April 30, a Mutual Transfer Agreement Request duly signed by each consenting teacher and the Principal from each school involved. Such transfers must be approved by the Superintendent. The Superintendent shall confirm, in writing, to each transferring teacher and to Principals, by May 15, whether the Mutual Transfer Agreement Request has been approved or not approved.
- g. Denied transfer requests may be grieved by a teacher pursuant to Article A.6 (Grievance Procedure). However, such a grievance may proceed no further than the conclusion of Step 3 of the Grievance Procedure.

#### **ARTICLE E.15: ASSIGNMENT IN SCHOOL**

- 1. Assignments within a school shall be based upon the qualifications, training, experience, performance in relation to available positions, equitable distribution of workload and personal preference of the teacher.
- 2. No assignment or portion of assignment shall be used for disciplinary purposes.
- 3. A staff meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable and staff assignments for the next school year.
- 4. An assignment may be grieved by a teacher pursuant to Article A.6 (Grievance Procedure) on the basis that the assignment is unjust or unreasonable in the circumstances. However, such a grievance may proceed no further than the conclusion of Step 3, except for a grievance initiated because the assignment is discriminatory.

#### **ARTICLE E.16: EVALUATION OF TEACHING**

- 1. The Superintendent of Schools may at some time in the school year, formally evaluate or cause to be evaluated by a person authorized in that behalf by regulation, the work of
  - a. any teacher in the school district about whom the Board or the Minister requests a report;
  - b. any teacher in the school district who has not had an evaluation during the previous four (4) years of their employment with the district,

- c. and may also formally evaluate
  - i. at any time during the school year, the work of any other teacher in the school district.
  - ii. any teacher in the school district who, on or before March 31 in that school year, requests that a report be made about themselves.

## 2. Process of Evaluation

### a. Pre-conference:

At least ten (10) school days prior to commencing observations, the evaluator will review with the teacher the process, criteria for evaluation, timelines for evaluation, number of classroom visits, plans for communicating to the teacher the observations of the evaluator, and any special circumstances within the teacher's assignment. Additional criteria should be developed by the evaluator in consultation with the teacher to be evaluated.

### b. Observations and Data Collection:

The evaluator will visit the classroom and collect data on the established criteria.

### c. Post-conference:

This meeting will normally be held on the same day as the observation. Observations and notes from the classroom visit will be shared by the evaluator at this time.

### d. Teacher-Input:

The teacher is encouraged to provide relevant information and will be given the opportunity to list their contributions to the general work of the school for which they wish to receive credit.

### e. Number of Observations:

A minimum of three (3) and a maximum of six (6) observations of the learning situation will be made by the evaluator during the observation period.

### f. Periods chosen for observation shall not be at abnormal or inappropriate times and the teacher shall have the opportunity to select half (1/2) the observation times.

- g. Reports shall be prepared only by the Superintendent of Schools, a Director of Instruction, an Assistant Superintendent or a Principal of the school to which the teacher is assigned and shall be prepared independently and without collaboration on content or results. No report shall be written by a person in respect of whom there exists a reasonable apprehension of bias. Any allegation of bias must be raised and proven by the teacher prior to the evaluation.
- h. Content of the Report:
- i. The content of a teaching report shall be an objective description of teaching performance based primarily on the personal observations of the evaluator. Judgements shall be adequately substantiated.
  - ii. The major focus of the report shall be in the teacher's prime area(s) of expertise or assignment.
  - iii. Reports shall reflect any discrepancy between the teacher's assignment, professional training and preferences of teaching subjects and grades.
- i. Draft Report:
- In normal circumstances, within two (2) weeks of the conclusion of the schedule of observations the teacher shall receive a draft copy of the report. In the case of pending less than satisfactory reports, a longer time frame should be anticipated. Within one week after receiving the draft copy of the report, the teacher shall have the opportunity of meeting with the evaluator to propose changes to the draft. In the case of a pending less than satisfactory report, the teacher may elect to be accompanied by a third person. The evaluator shall make every effort to ensure accuracy and shall attempt to reach agreement on the report with the teacher prior to filing the final report.
- j. Final Report:
- The final report shall be filed within two (2) weeks 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 (1) 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 where a report has been requested by the Teacher Regulation Branch. In such event a copy shall be forwarded to the Teacher Regulation Branch.
- k. 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.



I. Improvement Plan:

In the case of a less than satisfactory report, any major deficiencies identified by the evaluator will be discussed with the teacher. A plan for improving performance will be developed jointly with the local Association, the teacher and the Board and shall be made available to the teacher. This plan will contain a time frame for improvement and the commencement of subsequent formal evaluation.

3. Suggested Report Format

a. Heading:

This section of the report form shall identify the teacher, date of the report, school the teacher is assigned to, school district, grades and/or subjects taught, teacher's certification, division enrolled and/or position held, number of years' service in the school, number of years' service in British Columbia and number of years elsewhere.

b. Introduction:

This section will contain a description of the teacher's current teaching assignment. The introduction will also provide a summary of the observations and the evaluation by the evaluator.

c. Process:

This section will contain a statement of the evaluation process including the classes observed by the evaluator and the post-conferences held between the evaluator and the teacher.

d. Description of the Teaching Situation:

This section shall include a review of the teacher's assignment and professional training.

e. Description of Teaching Observed:

This section shall include, but not be restricted to, the following:

- i. assignment;
- ii. physical setting of the classroom;
- iii. educational needs of the pupils;

- iv. the teacher's curricular plans for the students - goals and objectives;
  - v. the teacher's management of the pupils, their behaviour and the rapport between the teacher and the pupils;
  - vi. the teacher's presentation of the curriculum to the pupils;
  - vii. the teacher's evaluation of the pupils;
  - viii. the educational progress of the pupils;
  - ix. the teacher's communication with the parents of the pupils;
  - x. the teacher's attention to rules and policies of the district and school as they pertain to the learning situation in the teacher's classroom;
  - xi. the teacher's continued professional development; and
  - xii. the teacher's general contribution to the school.
- f. Recommendations and Suggestions:
- Recommendations will be based upon the criteria outlined in Article E.16.3.e, and will include specific suggestions regarding improvement, detailed time lines and support that will be provided to the teacher.
- g. Summary:
- This section will contain a summary of the previous sections of the report.
- h. Statement of Evaluation:
- This statement will report the work of a teacher to be either "satisfactory" or "less than satisfactory". It is understood that the content of the report, Article E.16.3.a to E.16.3.f, will provide the rationale for the Statement of Evaluation.

## **ARTICLE E.17: NO DISCRIMINATION**

The Board and the Association agree that there will be no discrimination against any member of the bargaining unit on the basis of race, colour, creed, age, physical disability, gender, sexual orientation, gender identity, religious or political affiliation, national origin, marital status, whether they have children, or because they are participating in the activities of the Association, carrying out duties as a Representative

of the Association, or involved in any procedure to interpret or enforce the provisions of the Agreement.

#### **ARTICLE E.18: RACE RELATIONS**

1. The Board and the Association do not condone and will not tolerate any expression of racism.
2. Any written allegation of racism within the school system will be investigated jointly by the Superintendent and the President of the Association and the results and recommendations reported to the Board and the Association.

#### **ARTICLE E.19: PERSONNEL FILES**

1. There shall be only one (1) personnel file for each teacher maintained at the School Board Office. Any personnel file kept at a school shall be consolidated with the Board Office personnel files when the teacher leaves that school.
2. After receiving a request from a teacher, the Manager, Human Resources and Operations, in respect of the district file, or the Principal of the school, in respect of any school file, shall forthwith grant access to that 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 factual material and material relevant to the employment of the teacher, shall be maintained in a personnel file. Where material critical of the teacher, or in the nature of a reprimand, is placed in the file, a copy of each item filed shall be forwarded to the teacher at the time of filing. Where a teacher is of the view that material on file does not meet this criteria and the material is not removed from the file, the teacher may submit a written comment on the material or any other supporting documentation, which shall be attached to and filed with all copies of the offensive material.
5. Except for formal evaluation reports, material which is critical of the teacher, or in the nature of a reprimand, shall be removed two (2) years after the filing, at the request of the teacher, provided that no further material of that nature has been subsequently filed.
6. Documents related to suspensions which occur because a teacher has been charged with a criminal offence or because the Board considers that the presence of a teacher in a school would be dangerous or harmful to the pupils, may be removed five (5) years after the filing, at the request of the teacher, provided that no further material of that nature has been subsequently filed. Such decision will be made by the Superintendent.

7. 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.20: SCHOOL ACT APPEALS**

1. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) of a decision of a teacher covered by this agreement, or in connection with or affecting the teacher:
  - a. the teacher and the Association shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
  - b. the teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The District shall, prior to hearing any appeal, request that the pupil and/or parent/guardian of the pupil discuss the decision with the teacher(s) who made the decision.
3. The teacher shall be entitled to attend the formal hearing in connection with the appeal where the appellant is present and shall have the right to representation by the Association.
4. No decision 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 teacher of any right, benefit or process otherwise provided by law.

#### **ARTICLE E.21: FALSELY ACCUSED EMPLOYEE ASSISTANCE**

1. When a teacher has been falsely accused of child abuse or sexual misconduct in the course of exercising their duties as employees of the Board, the teacher shall be entitled to assistance from the Board as provided in this Article.
2. The teacher and the teacher's family shall be entitled through the district Employee and Family Assistance Program to counselling to deal with negative effects of the allegations.
3. The teacher shall be assisted by the Board in assuring successful return to teaching duties. This may include a period of leave of absence with pay, transfer to any vacant position and provision of factual information to parents by the Board.

## **SECTION F      PROFESSIONAL RIGHTS**

### **ARTICLE F.10:      EDUCATIONAL CHANGE**

1. An Educational Implementation Committee shall be established for the 1992-93 and 1993-94 school years to investigate, analyze and make recommendations to the Board respecting the implementation of the significant educational and/or curriculum change. It shall have five (5) District representatives and five (5) teacher representatives. The committee shall determine its own guidelines. Where appropriate, the committee may invite input from members of the community.
2. Sub-committees responsible to the Educational Implementation Committee shall be established as required to pursue various components of the educational and/or curriculum change and shall report their findings and recommendations back to the Educational Implementation Committee.
3. When implementation of change in educational and/or curriculum change occurs, the Educational Implementation Committee will consider and make recommendations to the Board, relevant to education change including but not limited to resources, time, in-service, retraining, piloting and criteria for measuring success of the implementation.
4. All funds provided to the District for the implementation of educational and/or curriculum change shall be used for that purpose.

### **ARTICLE F.11:      PROFESSIONAL DEVELOPMENT**

1. The Board shall establish a fund for the purpose of promoting professional development of the teaching staff of the school district.
2. The Board will provide an amount of sixty thousand dollars (\$60,000) for this fund in each year of the Agreement.
3. In addition, the Board agrees to match the contribution of the Association to this fund to a maximum of six thousand dollars (\$6,000) in each year of the Agreement.
4. The professional development fund as established by the Board shall be controlled and administered by the Professional Development Committee and the Professional Development Funding Committee.
5. TTOCs shall have access to the Professional Development Fund as other teachers in the district.

6. All funds contributed by both parties will be paid to the Professional Development Committee of the Association. The Board's contribution will be made in *November of each year*. These funds will be deposited in a trust account by the Professional Development Committee of the Association, and payments from this fund will be made by the treasurer of this committee. The Professional Development Committee will submit an accounting to the Board of these funds as soon as practically possible after the fiscal year-end of the Association.

#### **ARTICLE F.12: NON-INSTRUCTIONAL DAYS**

1. The five (5) non-instructional days specified by the Board will be utilized for teacher professional development, staff development, program development and school planning.
2. The Principal, in consultation with their staff shall plan the utilization of non-instructional days. For the purposes of this Article, "consultation" shall be defined as meaningful discussions in good faith, between the respective parties in an attempt to arrive at a mutual agreement on the use of non-instructional days.
3. Non-instructional days shall be considered as instructional days for salary purposes.
4. Teachers are to be in attendance to participate in non-instructional day activities.
5. In the event the above clauses are in conflict with the School Act or Regulations the provisions of the School Act or Regulations shall prevail. In no event shall teachers receive fewer non-instructional days than provided for in the calendar established by the Ministry.
6. In the event that a conflict arises respecting the application of this clause the matter will be resolved through Article A.8 Legislative Change or through Article A.6 (Grievance Procedure). If the matter is to be resolved through Article A.6 (Grievance Procedure) the grievance may be initiated at Step 3.

#### **ARTICLE F.13: PARENT/TEACHER CONFERENCES FOR ELEMENTARY SCHOOLS**

1. In addition to the non-instructional days specified by the Board in its annual school calendar, the Board shall provide elementary schools with eight (8) hours for parent/teacher conferences. A further eight (8) hours shall be allotted to schools for year one (1) primary teachers who teach two (2) classes.
2. Such hours are to be provided during the instructional week at times mutually agreed upon by the staff and the Principal. The parent/teacher conference needs

of part-time staff will be recognized on a not-less-than pro-rata basis and appropriate time will be provided.

#### **ARTICLE F.14: CURRICULUM IMPLEMENTATION**

1. When new curriculum is being introduced to the school district, it shall be the responsibility of the Board to provide in-service for teachers and to facilitate the implementation of the new curriculum.
2. Where the Board and the Association deem it necessary, a Joint Curriculum Implementation Committee shall be struck in order to make recommendations to the Board and the Association on curriculum implementation that includes the following:
  - a. time considerations;
  - b. professional development;
  - c. materials;
  - d. funding;
  - e. the effect on current educational practices and staff.
3. The Joint Curriculum Implementation Committee will normally be comprised of the following:
  - a. a Principal;
  - b. the Superintendent or designate;
  - c. an Association Professional Development Chairperson or designate;
  - d. three (3) representatives of the Association working in the subject area for implementation.

#### **ARTICLE F.15: SCHOOL ACCREDITATION**

1. Schools will undertake Primary-Intermediate and Intermediate- Graduate accreditation as established by the Ministry of Education and/or School Board policy. The Board, in consultation with the Association, will develop by December 31, 1993, a clear and concise accreditation policy for Primary and/or Intermediate Program schools.

2. The Board and the Association agree that the following terms and conditions constitute the provisions under which the school accreditation process shall occur in all schools in the district:
  - a. The general purpose of school accreditation is:
    - i. to provide teaching staffs with an opportunity to develop, in co-operation with their local communities, quality school programs;
    - ii. to ensure that schools meet provincial standards;
    - iii. to assist with school improvement; and
    - iv. to assist in providing a general accountability of schools to the School Board and to the general public.
  - b. The staff of the school involved shall use the Ministry of Education instruments.
  - c. Ministry funds targeted for accreditation activities shall be made available for these activities including the following:
    - i. release time to assist teachers to carry out the accreditation;
    - ii. extra secretarial time required as determined by the Principal, in consultation with the school staff;
    - iii. appropriate technology;
    - iv. implementation of subsequent recommendations of the accreditation report.
  - d. Where an external review team is to be used, the staff and administration shall be consulted on the make-up of the external review team members.
  - e. Release of the accreditation findings shall be as outlined by the Ministry of Education.
  - f. Recommendations of the teaching staff with which the external team concurs shall be implemented within the funding made available for the implementation process.
3. In the absence of Board policy or Ministry directives the accreditation process shall occur in Primary and/or Intermediate Program schools only when the Principal(s) and the teaching staff decides, by majority decision, to undertake the accreditation.



## **ARTICLE F.16: PROFESSIONAL AUTONOMY**

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

## **SECTION G LEAVES OF ABSENCE**

### **ARTICLE G.1: PORTABILITY OF SICK LEAVE**

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

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

[See Article G.12 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.)*

Note: See also Article G.17 Emergency Leave for Family Illness, for leave of up to 5 days.

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

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

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

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

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

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

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

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
  - b. Any person who lives with an employee as a member of the employee’s family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.

3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “family member” means:
  - a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, 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.

Note: See also Article G.4.6.

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

#### Local Provisions:

5. Leave of absence in excess of five (5) days granted under Article G.4.1 shall be granted upon request. It shall be with or without pay at the discretion of the Superintendent.
6. In the event of the death of any relative not mentioned in Article G.4.1 the teacher is entitled to leave for one (1) day, with pay, for the purpose of attending the funeral.

Note: See also Article G.4.3 for additional unpaid leave.

7. In the event of the death of a friend of the teacher, the teacher is entitled to leave for one (1) day, with pay, for the purpose of attending the funeral and additional days, without pay, for travel, subject to the authorization of the teacher's Principal.

## **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.*

Note: See also Article G.18 Discretionary Leave.

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

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Articles G.6.1.a and G.6.2-G.6.10 do not apply in School District No. 5 (Southeast Kootenay). See also Articles A.20 President's/Vice President's Release and A.21 Release Time for Association, Teacher Regulation Branch 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.

## **ARTICLE G.7: TTOCs CONDUCTING UNION BUSINESS**

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

## **ARTICLE G.8: TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM**

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

## **ARTICLE G.9: TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE**

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

5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
  - a. Teacher Evaluation
  - b. Teacher Discipline
6. Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local collective agreement or otherwise agreed to between the parties.

#### **ARTICLE G.10: TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES**

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

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

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

#### **ARTICLE G.11: CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES**

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



## **ARTICLE G.12: SICK LEAVE**

1. Sick leave with pay is earned at the rate of one and one-half (1.5) days for each month in the service of the Board.
2. Any days during which the 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. Part-time teachers shall accumulate and be charged for sick leave on a pro-rata basis.
4. At the beginning of each school year, fifteen (15) days of sick leave shall be credited to each teacher. Teachers commencing employment with the Board during the year shall have credited to them the pro-rata portion of sick leave benefits which would accrue to them for the balance of the school year.
5. There is no maximum to the number of days of sick leave that may be accumulated, however no more than one hundred and twenty (120) sick leave days may be utilized in one (1) school year.
6. Each teacher shall receive, during the school term, a monthly accounting of their accumulated sick leave.
7. Sick leave accumulated by each teacher prior to June 30, 1992, shall continue to be credited to each teacher.

[Note: See Article G.1 Portability of Sick Leave for porting of sick leave to/from other school districts.]

## **ARTICLE G.13: MATERNITY AND PARENTAL/ADOPTION LEAVE**

1. Maternity Leave
  - a. Short Term Maternity Leave

A pregnant teacher will be granted maternity leave as per Part 6 of the Employment Standards Act.
  - b. Extended Maternity Leave
    - i. Teachers granted leave under Article G.13.1.a who choose not to return to work at the expiration of that leave may apply for extended maternity leave, four (4) weeks prior to the start of a semester or term or by May 31 in respect to leave expiring on June 30.

- ii. Full-time or part-time leave shall be granted upon request for a period of up to a maximum of twenty (20) school months, with return to coincide with the commencement of a term or semester.
- iii. Teachers returning full-time or part-time from extended maternity leave shall do so at the commencement of a term or semester and shall notify the Board four (4) weeks in advance except in respect to leave expiring June 30 where notice shall be given by May 31.

## 2. Parental/Adoption Leave

### a. Short Term Parental/Adoption Leave

Short term parental/adoption leave will be granted as per Part 6 of the Employment Standards Act.

### b. Extended Parental Leave

Extended parental leave will be granted in accordance with Article G.14 (Parenthood Leave).

### c. Extended Adoption Leave

- i. Teachers granted leave under Article G.13.2.a who choose not to return to work at the expiration of that leave may apply for extended adoption leave, four (4) weeks prior to the start of a semester or term or by May 31 in respect to leave expiring on June 30.
- ii. Leave shall be granted upon request for a period of up to a maximum of twenty (20) school months, with return to coincide with the commencement of a term or semester.
- iii. Teachers returning from extended adoption leave shall do so at the commencement of a term or semester and shall notify the Board four (4) weeks in advance except in respect to leave expiring June 30 where notice shall be given by May 31.

### d. Special Adoption/Legal Guardianship Leave

- i. Paid leave shall be granted to either parent or both, if both are employees of the Board, for mandatory interviews or travelling time to receive the child, up to three (3) days.
- ii. In addition to parental/adoption leave granted under Part 6 of the Employment Standards Act unpaid leave shall be granted upon request for the one (1) week prior to the date that the child comes into actual custody.

- iii. In the case of legal guardianship of a child, parental/adoption leave shall be granted upon request and may commence one (1) week prior to the date of the arrival of the child in the home. All relevant provisions of this Article shall apply.

### 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 present the Board with an acceptable medical certificate and shall qualify for their sick leave provisions.

### 4. Early Return and Emergency Situations

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

### 5. 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 comparable position within the District.
- c. These items notwithstanding, a teacher may choose to apply for a transfer to another position.

### 6. Benefits While on Maternity and Parental/Adoption Leave

- a. When a teacher is on statutory maternity or parental/adoption leave pursuant to the Employment Standards Act the Board will continue to pay its share of all benefit premiums during the period of the leave and will make arrangements for the teacher to continue their share of the premiums.

- b. When a teacher has been granted extended maternity or adoption leave, the teacher will pay all benefit premiums during the period of the leave, if the teacher so requests and makes suitable arrangements for the continuation of the premiums.

#### **ARTICLE G.14: PATERNITY LEAVE**

On the birth of a child, or in the case of adoption or legal guardianship, the partner may apply for and shall be granted Paternity Leave, one (1) day with pay and two (2) days at cost of a TTOC.

#### **ARTICLE G.15: PARENTHOOD LEAVE**

1. A teacher with a dependent child may be granted, upon written request by the teacher and consideration of the individual circumstances by the Board a leave (equal in length of up to one (1) Semester or one (1) school term) to meet the psychological or physical needs of the dependent child, as determined by a physician.
2. Parenthood Leave will be without pay and upon prepayment of the entire premiums, the teacher may elect to continue to receive medical, extended health, group life insurance, dental and other benefits in accordance with this Agreement.
3. If the return date is prior to the end of the semester or school term in which the parenthood leave takes place, the teacher who returns to duty on completion of Parenthood Leave will be assigned to the teaching position previously occupied.
4. An extension of the leave may be granted, upon written request by the teacher, including an updated report from a physician, and consideration of the individual circumstances by the Board.

#### **ARTICLE G.16: JURY DUTY/LEGAL PROCEEDINGS LEAVES**

1. The Board recognizes the right of a teacher to attend court or other legal proceedings, for reasons which may be mandatory or personal. Leave of absence for such court attendance is subject to prior notice being given to the Principal, in writing, when time permits or by telephone to be confirmed later in writing if time does not permit.
2. The Board shall grant leave of absence with pay to any teacher summoned for jury duty or required to attend any legal proceedings by reason of subpoena except where that teacher is suspended without pay as a result of being charged

with a criminal offence. A teacher on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowances. The teacher shall produce a statement from an official of the court, of the time taken and the fees (if any) paid to the teacher.

3. Where the private affairs of a teacher have otherwise occasioned an appearance in legal proceedings, a leave of absence with full pay less the full cost of TTOC shall be granted by the Board.

#### **ARTICLE G.17: EMERGENCY LEAVE FOR FAMILY ILLNESS**

In the case of illness to an immediate member of the family of a teacher where no one at home, other than the teacher, can provide for the needs of the ill person, the teacher shall be entitled, after notifying their Principal, to use up to a maximum of five (5) accumulated sick leave days per illness for this purpose. It may be requested such illness be certified by a medical practitioner.

[Note: See Article G.2. Compassionate Care Leave for leave longer than 5 days]

#### **ARTICLE G.18: DISCRETIONARY LEAVE**

Leave of absence, not exceeding four (4) days in any school year, shall be granted following notification of the Principal. The basis of the deduction will be equivalent to the rate of a TTOC. Leave shall not be taken immediately prior to Christmas, spring break or summer holidays.

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

#### **ARTICLE G.19: LEAVE FOR ELECTED OFFICE**

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, they shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, they shall be granted a long-term leave of absence.
2. Teachers elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence with pay minus cost of the TTOC up to a maximum of five (5) days in any one (1) school year.
3. Those teachers who are elected to a regional or municipal office will be granted up to three (3) days leave of absence with pay to attend their respective provincial annual general meetings.

## **ARTICLE G.20: WORKERS' COMPENSATION BOARD LEAVE WITH PAY**

1. Where a teacher suffers from a disease or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and they are entitled to compensation therefore under the Workers' Compensation Act, they shall not be required to use their sick leave credit for time lost, during the first twelve (12) calendar months, for reason of any such disability.
2. All monies received by a teacher by way of compensation for loss of wages under the said Act shall be paid to the Board in return for which the Board shall pay the teacher the full amount of their wages to which they would have been otherwise entitled but for disability suffered or incurred by them aforesaid, subject to a time limitation of twelve (12) calendar months after which period the amount paid to the teacher by the Board shall be charged against the accumulated sick leave credits of the teacher on a proportionate basis as long as the accumulation of sick leave benefits permits.
3. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.
4. Where a teacher is paid their wages by the Board while they are absent from their employment by reason of any disability other than one for which they would be entitled to receive Workers' Compensation benefits, and the teacher subsequently recovers such wages or any part thereof from any source, then the teacher shall pay the amount so recovered to the Board. Upon the Board receiving such amount, it shall credit the teacher paying the same with the number of days of sick leave proportionate to the amount so recovered.

## **ARTICLE G.21: LEAVE FOR STUDY**

To enable teachers to attend summer sessions before July 1, leave of absence without pay may be granted by the Superintendent for a period no longer than the last ten (10) days in June. Approval under this clause shall not be granted to more than two (2) teachers from any one (1) school in any year.

## **ARTICLE G.22: LEAVE FOR EXAMINATIONS**

A teacher shall be granted leave of absence by the Principal in order to write examinations which are related to their teaching. No deduction from salary shall be made for the actual day(s) during which the examinations are written. Other necessary travel days will be deducted at TTOC cost.

## **ARTICLE G.23: LEAVE FOR UNIVERSITY CONVOCATIONS**

A teacher shall be granted leave of absence by the Principal in order to attend a convocation to receive a degree. No deduction from salary shall be made for the day required for the convocation. Other necessary travel days shall be deducted at TTOC cost.

## **ARTICLE G.24: LEAVE FOR VISITING EXCHANGE TEACHERS**

Leave of absence for the purpose of travel shall be granted by the Board to teachers on exchange from other Boards, and whose salaries are paid by other Boards, up to a total of ten (10) days per teacher during the year of exchange. Such leaves are subject to the exchange teacher reimbursing the Board for TTOC costs.

## **ARTICLE G.25: LEAVE FOR RELIGIOUS PURPOSES**

The Principal shall grant up to two (2) days, without pay, for religious purposes per school year.

## **ARTICLE G.26: LEAVE FOR EXTENUATING CIRCUMSTANCES**

1. Where absence is necessitated by circumstances beyond the control of the teacher, the Principal may authorize up to three (3) days absence on the basis of a deduction equivalent to the rate of a TTOC.
2. Where, in the opinion of the Principal, special consideration should be given, a recommendation concerning the granting of the request and the rate of salary deduction shall be submitted to the Superintendent.

## **ARTICLE G.27: EXTENDED LEAVES**

1. Teachers may apply to the Board for consideration for extended leaves of absence to engage in study, travel, service with the Department of National Defence, or other personal reasons, which in the opinion of the Board, will likely contribute to the growth of the individual and the enrichment of the school district.
2. Applications for extended leave of absence shall be submitted to the Superintendent three (3) school months prior to the expected date of the commencement of the leave.
3. Applications for the Department of National Defence shall be submitted to the Superintendent before October 31 of the school year preceding the leave. The

length of such leaves shall be in accordance with the Department of National Defence leave agreement and subject to the mutual agreement between the Board and the teacher.

4. All other extended leaves of absence will normally be granted for a period of one (1) year or less.
5. Although each request will be granted on its individual merits, leaves will not normally be granted to individuals who have fewer than three (3) years continuous service in this school district.
6. Teachers returning from an extended leave must notify the Superintendent three (3) school months prior to the end of their leave of their intention to return to the employ of the Board.
7. On return from an extended leave the teacher shall be assigned in accordance with Article E.12, (Filling Vacant Positions) of this Agreement.
8. Upon prepayment of the entire premiums, the teacher may elect to continue to receive medical, extended health, group life insurance, dental, and other benefits in accordance with this Agreement.

#### **ARTICLE G.28: LEAVE TO ATTEND RETIREMENT SEMINARS**

A teacher who is fifty (50) years of age or older shall be granted, upon request, up to a maximum of one (1) day's leave of absence, with pay, to attend a BCTF sponsored retirement planning seminar.

#### **ARTICLE G.29: MEDICAL LEAVE OF ABSENCE**

Where a teacher is on medical leave of absence, following the termination of sick leave, the Board will continue to pay its share of the cost of the premiums during the period the teacher is in receipt of BCTF Salary Indemnity Plan (Short Term) benefits and, where the teacher is in receipt of benefits from the BCTF Salary Indemnity Plan (Long Term) for each of the plans the teacher was a participant in at the time the absence began.

The teacher must make arrangements for advancing their share of the premiums.



## **ARTICLE G.30: LEAVE OF ABSENCE AND SELF-FUNDED LEAVE PLAN**

### **1. DEFINITIONS:**

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

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

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

"ASSOCIATION" means the party of the second part referred to in the Agreement to which the Plan is a schedule.

"BOARD" means the party of the first part referred to in the Agreement to which this Plan is a schedule.

"COMMITTEE" means a Committee composed of two (2) members appointed by the Association and two (2) members appointed by the Board plus the Superintendent. The committee shall select a chairperson from amongst its members.

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

"CURRENT COMPENSATION ACCOUNT" means the total compensation payable by the Board to the Participant for the contract year, including their proper salary and all allowances, per the current Salary Agreement in force between the Association and the Board.

"DEFERRED COMPENSATION AMOUNT" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the participant in accordance with clause 3.5.

"DEFERRAL PERIOD" shall be the number of years not to exceed six (6) years for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.7, if applicable. To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

"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.

"ELIGIBLE TEACHER" means a teacher in a continuing appointment who has taught one (1) school year in School District No. 5 (Southeast Kootenay) as of the date of participation (July 1).

"LEAVE OF ABSENCE" means the period described in clause 4.1

"PARTICIPANT" means an eligible teacher whose application for participation in the Plan has been approved by the Board in accordance with clause 2.2 and who has completed a Memorandum of Agreement.

"PLAN" means the self-funded leave plan set out in this schedule, and includes all amendments thereto.

**"SELF-FUNDED LEAVE AGREEMENT" means the agreement described in Schedule "A".**

"SUPERINTENDENT" means Superintendent of Schools or District Superintendent of Schools.

## **2. APPLICATION**

- 2.1 In order to participate in the Plan, an eligible teacher must make written application to the Superintendent on or before March 31, stating the date when the eligible teacher wishes to participate in the Plan.
- 2.2 The approval of each application made under clause 2.1 shall rest solely with the Superintendent. The Superintendent shall by May 15 of that year advise each applicant of the Board's approval or disapproval of their application, and if the latter, an explanation therefore.
- 2.3 If the Superintendent gives their approval in accordance with clause 2.2, the participation of the eligible teacher in the plan will become effective on the date requested by the eligible teacher, or if such date is not agreed to by the Superintendent, then on a date which is agreed to by the Superintendent and eligible teacher.
- 2.4 Before becoming a participant, an eligible teacher must complete and sign a Self-Funded Leave Agreement which is accepted by or on behalf of the Board, by the Superintendent.

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

Funding for the Leave of Absence shall be as follows:

#### **COMPENSATION DEFERRED**

- 3.1 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 Self-Funded Leave 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 3.2, by giving written notice to the Board at least one (1) month prior to July 1 in any year for the next or subsequent years.

#### **MAXIMUM PERCENTAGE DEFERRED**

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

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

- 3.3 The monies retained by the Board for each participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.5) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible financial institution. The monies retained shall be forwarded monthly to the eligible financial institution by the 15th of the month following. The committee shall choose such eligible financial institution and in making such determination the Board, the Association and the committee shall not be liable to any participant for any investments made which are authorized by this clause.

#### **INSOLVENCY**

- 3.4 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.

#### **PAYMENT OF ACCRUED INTEREST**

- 3.5 The eligible financial institution shall pay the accrued interest on each December 31 to each participant.

## REPORTING TO PARTICIPANTS

- 3.6 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.

## 4. TAKING OF LEAVE OF ABSENCE

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

### LENGTH OF LEAVE

- 4.1 The leave of absence shall be for not less than six (6) consecutive months nor more than twelve (12) consecutive months.

### MANNER OF PAYMENT DURING LEAVE

- 4.2 The manner of payment to the participant during the Leave of Absence shall be:

The monies held by the Board for the participant in accordance with clauses 3.1 and 3.3 shall be divided into equal monthly instalments and paid at the end of each month of the leave. In no event shall payments be more frequent than monthly nor paid in July and August.

### AMOUNT OF PAYMENT DURING LEAVE

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

### BOARD'S RIGHT TO REFUSE LEAVE

- 4.4 If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Self-Funded Leave Agreement, the Board, upon not less than four (4) 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.

## RETURN TO EMPLOYMENT

- 4.5 On returning from leave, a teacher will be assigned to their same position including position of responsibility. The teacher may also request a transfer under the District Transfer Policy. In unusual circumstances, or where the original position no longer exists, then the teacher will be assigned a comparable position after consultation with the Superintendent.
- 4.6 After participation in the Plan, the teacher's salary and benefits will be as set out in the agreement then in force between the Board and the Association governing such matter.

## INCREMENTS

For the purpose of clause 4.6, it is understood that no increments will be earned by a Participant during the period of the Leave of Absence, except if the participant uses this leave time to teach in another acceptable jurisdiction, as defined by the Teacher Qualification Service.

## PARTICIPANT'S RIGHT TO DEFER LEAVE

- 4.7 Notwithstanding the period of leave specified in the Self-Funded Leave Agreement, a participant may, on one (1) occasion only, with the consent of the Committee 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.

## 5. WITHDRAWAL

### TERMINATION OF EMPLOYMENT

- 5.1 A participant who ceases to be employed by the Board also terminates participation in the plan.

### WITHDRAWAL FROM PLAN

- 5.2 A participant may withdraw from the plan upon giving written notice of withdrawal not less than six (6) months prior to the date on which the leave of absence is to commence.

### PAYMENT

- 5.3 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 not 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.

#### UPON DEATH

5.4 Should a participant die, the Board shall within sixty (60) days of notification of such death pay any deferred compensation amount and interest 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.

### **6. TERMINATION OR AMENDMENT OF PLAN**

#### AGREEMENT

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

### **7. GENERAL ADMINISTRATION**

7.1 The Board will bear the normal administrative expenses of the plan.

#### FRINGE BENEFITS

7.2 The providing of fringe benefits will be as follows:

7.2.1 (See Schedule "B"):

7.2.2 During a Leave of Absence, the responsibility for payment of premiums for fringe benefits for a participant shall be as set forth in the agreement then in force between the Board and the 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 cost on behalf of the participant on their request and deduct the monies so paid from the monies otherwise payable to the participant during the Leave of Absence.

7.2.3 Sick leave credit will not accumulate during the Leave of Absence.

7.3 Composition of the Committee shall be as outlined in definitions.

#### PENSIONABLE SERVICE CREDIT

7.4 A teacher may elect, subject to the applicable pension plan regulations, to establish pensionable service credit for the period of leave. The teacher

shall make the necessary arrangements with the Commissioner of Teacher Superannuation.

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

- 8.1 A teacher may give notice to the Board stating that they wish to suspend their participation in the Plan as at September 1 which immediately follows such note, in which case the Board until further notice as provided in clause 8.2 shall pay the Current Compensation Amount to the teacher as if they were not participating in the Plan, but the amount previously retained by the Board and interest thereon in accordance with clauses 3.1, 3.2 and 3.3 shall continue to be held by the Board until the teacher withdraws from the Plan or takes a leave of absence. The amount so retained shall continue to bear interest until the leave of absence is granted or the teacher withdraws from the Plan.
- 8.2 A teacher who has given notice in accordance with clause 8.1 may give notice to the Board advising that they wish to become reinstated in the plan in which case, on September 1 immediately following such notice, the teacher shall participate in the Plan for subsequent years.
- 8.3 Under no circumstances will a suspension of this plan extend the total duration of the plan beyond the maximum time limits set out in the Definition of "Deferral Period."

## SCHEDULE "A"

### AGREEMENT

I have read the terms and conditions of Article G.30 Self-Funded Leave Plan and understand same and agree to participate in the Plan under the following terms and conditions.

I hereby agree that the obligation of the Board to pay salary to me during any leave of absence is limited to and shall be made only from my deferred compensation amount in the fund.

Without restricting the generality of the foregoing, I also agree that the Board shall not be liable to me in any way whatsoever for loss or damage suffered by me arising from any act or omission of or from the insolvency or bankruptcy of the eligible investor or Trustee of the Fund.

1. Guaranteed Leave of Absence

Option A: I wish my Leave of Absence without using the Deferred Compensation Plan.

Option B: I wish my Leave of Absence and wish to participate in Deferred Compensation Plan.

2. Enrolment Date

My enrolment in the plan shall become effective for the school year commencing July 1, 20\_\_\_\_.

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

3. 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 4 below.

4. Period of Leave

In accordance with clause 4.6 of the plan, I shall take my leave of absence from \_\_\_\_\_, 20 \_\_\_\_ to \_\_\_\_\_, 20 \_\_\_\_, (not to be less than six consecutive months) but I shall have the right in accordance with clause 4.7 of the plan to postpone such leave for up to twelve (12) months and the Board shall have the right, in with clause 4.4 of the plan, to defer such leave for up to twelve (12) months.



5. Funding of Leave of Absence

In accordance with clause 3.1 of the plan, I direct that the Board withhold \_\_\_\_\_ per cent (not to exceed thirty three and one third per cent (33 1/3%) 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.

6. Return to Employment

I understand I must return to employment with the Board for a period of time not less than the period of leave.

7. Benefits

It is my wish that the following fringe benefits continue to be paid on my behalf during my Leave of Absence in accordance with the said agreement.

	YES	NO
1. Medical	_____	_____
2. Extended Health	_____	_____
3. Group Insurance	_____	_____
4. Dental	_____	_____
5. Term Insurance	_____	_____

(Note: To be completed for the school year up to the school year in which the Leave of Absence specified in paragraph 2 above is to commence.)

DATE: \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

AGREED TO BY THE BOARD

DATE: \_\_\_\_\_

\_\_\_\_\_  
Superintendent or Secretary-Treasurer

## **SCHEDULE "B"**

### **LEAVE OF ABSENCE AND SELF-FUNDED LEAVE PLAN**

#### **DEDUCTIONS DURING SALARY DEFERMENT**


- a. Income Tax – taxation only on moneys actually received (net).
- b. Canada Pension – deductions only on moneys actually received (net).
- c. Unemployment Insurance – deductions only on moneys actually received (net).
- d. Teachers' Pension – deductions on gross salary (including allowance).
- e. Salary Indemnity Fund (BCTF) – deductions on gross salary.
- f. Medical Extended Health, Dental, Group Insurance, and Term Insurance – in accordance with the Collective Agreement.

#### **DEDUCTIONS WHILE ON LEAVE**

- a. Income Tax – taxation on deferred salary repayment.
- b. Canada Pension – deductions on deferred salary repayment.
- c. Unemployment Insurance – deductions on deferred salary repayment.
- d. Teachers' Pension – will not be deducted. Provisions for using the leave year as "pensionable service" will be according to the Teachers' Pension Act and its regulations. Teachers will make their own arrangements.
- e. Salary Indemnity Fund – will not be deducted.
- f. The Board costs of Medical Extended Health, Dental, Group Insurance and Term insurance will be maintained in accordance with the Collective Agreement. The Teacher's cost of the above benefits will be deducted on a monthly basis.

**SIGNATURES**


Signed at \_\_\_\_\_, British Columbia, this 17th day of December, 2021


  
\_\_\_\_\_  
Nick Taylor, Secretary Treasurer  
School District No. 05 (Southeast Kootenay)

  
\_\_\_\_\_  
Shelley Balfour, Co-Chair  
Cranbrook & Fernie Teachers'  
Association

  
\_\_\_\_\_  
Frank Lento, Board Chair  
School District No. 05 (Southeast Kootenay)

  
\_\_\_\_\_  
Chris Kielpinski, Co-Chair  
Cranbrook & Fernie Teachers'  
Association

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

  
\_\_\_\_\_  
Teri Mooring, President  
British Columbia Teachers'  
Federation

## LOCAL LETTER OF UNDERSTANDING #1

RE: TTOCs at Laurie and Parkland Junior Secondary Schools

### MEMORANDUM OF SETTLEMENT

**Between:** British Columbia School Employers' Association (BCPSEA) on behalf of the Board of Education of School District #5 (Southeast Kootenay)

**And** British Columbia Teachers' Federation (BCTF) on behalf of the Cranbrook District Teachers' Association (CDTA)

1. This memorandum of Settlement will only be applicable to Teachers and Teachers on Call while teaching at Laurie Junior Secondary School and Parkland Junior Secondary School in Cranbrook.
2. In the schools referred to in clause 1 of this Memorandum of Settlement, approximately 75% of the instruction is taught prior to the lunch hour and approximately 25% of the instruction is taught after the lunch hour.
3. Notwithstanding Article B.2 of the previous local agreement, a Teacher on Call assigned to provide instruction to the lunch hour at a school referred to in clause 1 shall be paid three-quarters (3/4) of a day's pay.
4. Notwithstanding Article B.2 of the previous local agreement, a Teacher on Call assigned to provide instruction following the lunch hour at a school referred to in clause 1 shall be paid one-quarter (1/4) of a day's pay.
5. Notwithstanding Article B.2 of the previous local agreement, a Teacher who is absent due to illness for the entire instructional time prior to the lunch hour shall be charged against any sick leave entitlement of the teacher three-quarters (3/4) of a day's pay.
6. Notwithstanding Article B.2 of the previous local agreement, a Teacher who is absent due to illness for the entire instructional time following the lunch hour shall be charged against any sick leave entitlement of the teacher one-quarter (1/4) of a day's pay.
7. This Memorandum of Settlement is on a without precedent or prejudice basis to any position either party may take in the future or may have taken in the past and will not be used or referred to at any arbitration hearing.
8. Either party (British Columbia Public School Employers' Association or the British Columbia Teachers' Federation) may cancel this Memorandum of Agreement by serving the other party with thirty (30) days' notice of its

cancellation. The clause shall only be exercised should it become apparent that, as a result of this agreement, there are difficulties in obtaining certified qualified Teachers on Call to cover the afternoon portion of an assignment.

9. The terms of this Memorandum of Settlement shall become effective on March 22, 1999.
10. The above noted grievance is withdrawn by the union.

The above noted interpretation shall take effect on February 26, 1999. This effective date shall not prejudice the position of either party concerning any cases which arose prior to the implementation of the settlement.

Signed on the            day of

\_\_\_\_\_  
B. Chutter  
BCPSEA

\_\_\_\_\_  
D. Briard  
BCTF

\_\_\_\_\_  
T. Kirkham  
School District #5

\_\_\_\_\_  
C. Johns  
CDTA

## LOCAL LETTER OF UNDERSTANDING #2

### Re: Flex on Class Size Limits

Between:

The Board of School Trustees  
Of School District No. 5  
(the "Employer")

and:

The Cranbrook District Teachers' Association  
(the "Union")

This letter of understanding addresses the issue of class size and composition under Article D.1 of the Collective Agreement.

The parties agree to the following disposition of the class size and composition grievances #97.08 and #98.06:

1. The said grievance will be withdrawn;
2. The parties acknowledge and agree that notwithstanding the employers' efforts under Article D.1.1.d (i), (ii) and (iii), to date approximately 10% of all classes have been in flex as of September 30 of each year;
- 3(a) It is agreed that so long as:
  - (i) as of September 30<sup>th</sup>, no more than 10% of all classes are flex; and
  - (ii) as of February 15, no more than 10% of all semestered and quartered classes are in flex

the fact that any of the classes were in the flex on the said dates will not be the subject of a grievance;

- 3(b) If:
  - (i) as of September 30<sup>th</sup> more than 10% of all classes are in flex, or
  - (ii) as of February 15 more than 10% of all semestered and quartered classes are in flex

the Union may grieve the interpretation of Article D.1 of the Collective Agreement and this Letter of Understanding will be without prejudice to the positions of the parties and will not be referred to or used by either party in such grievance or arbitration.

4. The percentage figure of 10% does not include variations from the class size maximums which arise pursuant to Article D.1.4, nor does it address the practice in the former School District #1.
5. (a) The employer agrees to continue to use its best efforts, as in the past, to comply with Article D.1.1.d (i), (ii), and (iii) in arriving at class sizes  
  
(b) Notwithstanding paragraph 3 above, the Union reserves the right to grieve any alleged specific failure to comply with the requirements of Article D.1.1.d (i), (ii), or (iii).
6. The employer will continue to provide class size figures to the Union.
7. The disposition of the present grievance is without prejudice to the positions of any party in any dispute in the former School District #1 or any other school district, and shall not be referred to or used in any grievance arbitration or other proceedings in the former School District #1 or any other school district.
8. This Letter of Understanding will continue to be in effect in School District No. 5 (excluding the former School District #1), subject to any negotiated change between the provincial parties. If the provincial parties negotiate provincial language which affects or alters this Letter of Understanding then the provincial language will apply and will supersede and/or override the terms of this Letter of Understanding.

Signed this 28th day of April, 1998 by:

School District No. 5  
(Southeast Kootenay)

Cranbrook District  
Teachers' Association

B.C. Public School  
Employers' Association

B.C. Teachers' Federation

[Note: Cross references updated and title added in 2019-2022 working document]

**Letter**

Harris & Company  
Barristers and Solicitors

Wendy Devine Harris  
Direct No. (604) 891-2211  
[wharris@harrisco.com](mailto:wharris@harrisco.com)  
Our File 666005.010

May 4, 1998

Via Facsimile

Victory Square Law Office  
300 – 198 West Hastings Street  
Vancouver, BC  
V6B 1H2

Attention: Greg Mullaly

Dear Mr. Mullaly:

Re: British Columbia Public School Employers' Association/Board of School Trustees of  
School District No. 5 (Southeast Kootenay) and BCTF (Southeast Kootenay) –  
Grievance: Class Size/Composition

Further to our settlement discussions we enclose a fully executed Letter of Understanding with respect to the above-noted matter.

With respect to the Letter of Understanding, we take this opportunity to confirm our discussions regarding the Letter. In particular, we confirm that the Union agrees that it is conceivable that there may be more than 10% of classes which are properly in flex after September 30<sup>th</sup> or February 15<sup>th</sup>.

As the Letter may survive the parties who negotiated the agreement (including us), we thought it appropriate to record our agreement.

Yours very truly,  
Harris & Company

Per:

Wendy Devine Harris

WDH/gac  
Enclosure

cc: Terry Kirkham  
George Watson



**Letter**

May 11, 1998

By Facsimile

Harris & Company  
Barristers and Solicitors  
2200 – 1111 West Georgia Street  
Vancouver, B.C.  
V6E 3T5

Attention: Wendy Devine-Harris

Dear Sirs/Mesdames:

Re: British Columbia Public School Employers' Association/Board of School Trustees  
of School District No. 5 (Southeast Kootenay) –and-  
BCTF (Southeast Kootenay)  
Grievance: Class Size Composition

We are in receipt of your letter of May 4, 1998. We confirm that the Union agrees that it is conceivable that there may be more than 10% of classes which are properly in flex after September 30 or February 15. We simply write to make it perfectly clear that by "properly" you meant in compliance with the requirements of Article D.1.d of the Collective Agreement.

Yours truly,

VICTORY SQUARE LAW OFFICE

Per:

Gregory J. Mullaly  
GM/pw

cc: CDTA Att: Chris Johns  
BCTF Att: Sheila Pither

[Note: Cross references updated in 2019-2022 working document]

## MEMORANDUM OF SETTLEMENT

**Between:**

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

**And:**

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

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

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

### **1.0 Union Recognition**

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

7. the “Coast Mountain Teachers’ Federation”;
8. the “North Okanagan Shuswap Teachers’ Association”; and
9. the “Burns Lake and Nechako Teachers’ Union”;

As a result,

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

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

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

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

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

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

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

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

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

- 1.5 For grievances from the Column C geographical area, it is understood that the language from the Column C agreement would apply for incidents which crystallized prior to July 1, 2002. The BCTF will provide BCPSEA with a list of

such grievances. Should the date of crystallization be unclear, further discussions by the provincial parties shall take place.

## **2.0 Union Membership**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.0 Effective Date**

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

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**British Columbia Public School Employers' Association**

**AND:**

**Board of Education in School District No. 5 (Southeast Kootenay)**

**AND:**

**British Columbia Teachers' Federation**

**AND:**

**Cranbrook and Fernie Teachers' Association**

**Re: Teacher Advisory Group (TAG) Assignments – Middle Schools**

It is agreed that full-time teachers at middle schools who have TAG responsibilities in their assignment shall be entitled to one hundred and eighty (180) minutes of release time per year. Such time shall be provided through assemblies or other available release methods and may be used at the discretion of the teacher or group of teachers for individual or common planning. This time shall be prorated for part time teachers who share TAG responsibilities.

DATE of signing: November 24, 2008

---

S. Harris  
BCPSEA

---

C. Stuart  
School District #5

---

C. Whitwell  
BCTF

---

W. Turner  
CFTA

---

S. Fairbairn  
CFTA

## MEMORANDUM OF AGREEMENT

**Between:**

**The Board of Education of School District No. 5  
(Southeast Kootenay)**

**and:**

**British Columbia Public School Employers' Association**

**and:**

**The Cranbrook and Fernie Teachers' Association**

**and:**

**British Columbia Teachers' Federation**

**Re:**

**Implementation of the Larson Award dated January 25, 2001,  
Pertaining to Leaves**

---

The following is based upon the premise that, in his award, Mr. Larson acknowledged it would not be unreasonable for the District, due to the late nature of his decision, to defer implementation of his award until the spring of 2001. As a result, it is our understanding that implementation of the award will occur in conjunction with the Spring Staffing process for the 2001/02 school year.

For the 2001/02 school year, the resulting vacancies shall be posted in accordance with the award and the collective agreement, with no automatic conversions resulting.

From the 2001/02 school year onwards, implementation would occur as follows:

1. Leaves shall only be granted for a maximum period of one school year, or when granted during the school year, for a maximum of the remainder of the school year, in accordance with Article C.41.1. For example, a teacher who applies for a leave in April 2001 shall only be granted a leave until the end of the 2000/2001 school year, that is, June 30, 2001.
2. If a continuing teacher who has already been granted a leave until the end of the school year (i.e., June 30), applies for an extension of their leave for the following school year (or portion thereof), the district may post the resulting position as a temporary one as contemplated by Article C.41 under the following circumstances:



- i. The leave is for a maximum of one year from the date of the commencement of the original leave.
  - ii. A teacher who is on sick leave, WCB or medical leave of absence has a favourable prognosis from their physician, and/or rehab consultant, or returning to work within the school year. This would be considered by the district on a year-to-year basis, based on the medical prognosis.
  - iii. A teacher applies for and is granted extended maternity leave (Article G.82.b) or extended adoption leave (G.82.2.c).
  - iv. A teacher has an approved job share of up to 20 months under Article C.40 of the collective agreement. Application deadline for job share will be April 30, effective 2002, and must be applied for on an annual basis.
  - v. A teacher is on approved court leave under Article G.85 of the collective agreement.
  - vi. A teacher is on release time for association/teacher regulation branch business under Article A.11 of the collective agreement.
  - vii. Notwithstanding the above, full-time leaves under Article A.10 shall be posted continuing.
3. A teacher requesting an extension of leave for a second successive school year, that does not fall within any of the exceptions listed in clause 2 above, has the following options if the district does not approve the leave request:
- i. reduce their FTE assignment/appointment accordingly (e.g., If a teacher wishes a .2 FTE leave for a second successive year, they would, under this option, reduce their FTE assignment/appointment to .8 FTE).
  - ii. return to teaching their full-time continuing FTE assignment/appointment (e.g., a 1.0 FTE teacher would remain a 1.0 FTE teacher).
4. Once the district has: i) been advised about the teacher's decision in clause #3 above, ii) has assigned the continuing teachers returning from leave; iii) has assigned the AO's returning to the bargaining unit; and; iv) has implemented teacher transfer requests, the district would then be in a position to determine which vacancies to post as continuing. These positions shall be posted and filled in accordance with Article E.62. This could be accomplished on a school by school basis by taking the number of projected positions for the 2001/02 school year and comparing it to the number of FTE continuing teachers assigned to that school plus the number of temporary teachers contemplated by this document. This same process would continue in subsequent years.

For example:

- School A is projected to have 15 FTE teachers.
- School A is projected to have 12 continuing teachers returning to that school for the 2001/02 year.
- School A has 2 temporary teachers who will be assigned to that school as a result of 2 continuing teachers being off work for that year.
- Would result in 1 vacancy being posted as continuing.

Signed this 8th day of December, 2010 by:

\_\_\_\_\_  
School District No. 05 (Southeast Kootenay)

\_\_\_\_\_  
Cranbrook and Fernie Teachers'  
Association

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
Cranbrook and Fernie Teachers'  
Association

\_\_\_\_\_  
BCTF

## **MEMORANDUM OF AGREEMENT**

**Between:**

**The Board of Education of School District No. 5  
(Southeast Kootenay)**

**and:**

**British Columbia Public School Employers' Association**

**and:**

**The Cranbrook and Fernie Teachers' Association**

**and:**

**British Columbia Teachers' Federation**

**Re:**

**Teachers Hired as Teachers on Call Awaiting Initial Certification**

---

This agreement is specific to a recently graduated teacher awaiting their initial teaching certification. It is understood that the other provisions of the Collective Agreement apply to all other individuals.

The following is, therefore, applicable:

1. Letter from a British Columbia University or College advising that the individual has successfully passed all requirements for recommendation to the Teacher Regulation Branch for certification, to be supplied to the District by the Teacher on Call.
2. Proof that the teacher teaching on call has submitted payment of Teacher Regulation Branch fees for application.
3. Criminal Record Check has been successfully returned to the District. Application and any associated fees are the responsibility of the Teacher on Call.

Based upon items 1 – 3 inclusive, the Teacher on Call would be:

4. Paid for a regular day's work as per the Collective Agreement.
5. Payment on scale to be paid retroactively provided their TQS card is submitted effective September 1, or January 1.

It is incumbent upon the Teacher on Call to supply all information, including their current address.

6. These individuals are recognized by both parties as deemed to be certified as per Article C.42 of the CDTA Collective Agreement (1998-2001) and Article C.9 of the FDTA Collective Agreement (1998-2001).

Furthermore, it is understood that the parties agree to meet and review any other issues that may arise in relation to this issue.

Signed this 8th day of December, 2010 by:

\_\_\_\_\_  
School District No. 05 (Southeast Kootenay)

\_\_\_\_\_  
Cranbrook and Fernie Teachers' Association

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
Cranbrook and Fernie Teachers' Association

\_\_\_\_\_  
BCTF

## **MEMORANDUM OF AGREEMENT**

**Between:**

**The Board of Education of School District No. 5  
(Southeast Kootenay)**

**and:**

**British Columbia Public School Employers' Association**

**and:**

**The Cranbrook and Fernie Teachers' Association**

**and:**

**British Columbia Teachers' Federation**

**Re:**

**Implementation of Article E.14.1: Transfers Initiated by the District**

---

The following process has been agreed to by the respective parties for the implementation of Article E.14.1 of the Cranbrook and Fernie Teachers' Association Collective Agreement.

1. Layoffs/transfers will be restricted to either of two zones (Cranbrook and the Elk Valley, which includes Jaffray), meaning that a teacher to be laid off or transferred in Cranbrook, as an example, could only be transferred to another school in Cranbrook. Any vacancies in the Elk Valley zone would not be considered by the Board for transferring the individual to.
2. Assuming qualifications, layoffs would occur by school with the least senior teacher being transferred/laid off. Should that teacher in the school have greater seniority than a teacher in a position for which they are qualified, in another school, in the same community, they would be transferred into that position. The teacher affected would be the least senior teacher (the qualifications issue would still apply) in that community.
3. If the least senior teacher has greater seniority than a teacher in a position for which they are qualified, in a neighbouring community, they would be transferred into that position. The teacher affected in that community would be the least senior teacher (the qualifications issue would still apply) in that neighbouring community.

4. Neighbouring communities are defined as:  
     Jaffray/South Country – Fernie  
     Fernie – Sparwood  
     Sparwood – Elkford
5. Should there not be a teacher in a neighbouring community with lesser seniority that the teacher is qualified to move into, then the teacher would be transferred beyond the neighbouring community (but within the zone), provided there is a teacher with lesser seniority and they are qualified to assume their position. As with the neighbouring communities, it would be the least senior teacher (assuming qualifications) amongst the non-neighbouring communities.
6. In order to ensure that we can try to address, or are aware of any potential difficult personnel situations that may arise from a transfer, discussions would occur between the District and Principals, and the District and the Union, prior to the proposed transfer being enacted.
7. Nothing in this agreement prohibits a teacher, as a result of the layoff/transfer process, requesting a move that would otherwise be restricted by this Memorandum of Agreement.

Signed this \_\_\_\_\_ day of March, 2011 by:

\_\_\_\_\_  
 School District No. 05 (Southeast Kootenay)

\_\_\_\_\_  
 Cranbrook and Fernie Teachers' Association

\_\_\_\_\_  
 BCPSEA

\_\_\_\_\_  
 Cranbrook and Fernie Teachers' Association

\_\_\_\_\_  
 BCTF

# **PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

## **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



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

### **Housekeeping – Form Issues**

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

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

1. Term and Renegotiation, Re-opening Agreement During Term, Bridging, Strikes, Renewal, Retroactivity
2. Legislative Change
3. Recognition of the Union
4. Membership Requirement
5. Exclusions from the Bargaining Unit
6. Job Security including Contracting Out
7. Deduction of BCTF Dues and Professional Fees
8. President's/Officer Release
9. Management Rights and Responsibilities
10. Pro-D Chairperson/Coordinator Release
11. Release for Local, BCTF, CTF, Teacher Regulation Branch and Education International Business
12. Leave for Contract Negotiations
13. School Staff and District Committees
14. Access to Information
15. Copy of Agreement and melding/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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Section 4 of Bill 27 indicates that, “Effective July 1, 2002, the provisions of an agreement referred to in Column A of the following table, which provisions form part of the collective agreement constituted under section 2(1) of this Act, are deemed to apply for the purposes of all teachers employed by the school board in the school district referred to in the same row in Column B, and the agreements referred to in Column C are void and cease to have any effect.”

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

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

## 1.0 RATE OF PAY MAINTENANCE

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

### 1.1 Continuing Employees

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

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

*Example:*

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

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

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

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

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

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

**Sample Rate of Pay Maintenance Schedule:**

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

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

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

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

- Notes:
1. For 12-month pay schedules, the divisors will be 12.
  2. The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly instalment will be adjusted to reflect the salary and increment value of the Column A agreement.
  3. Please refer to Appendix "A" for examples.

## 1.2 Term/Temporary Employees

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

## 1.3 TTOCs

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

### Sample TTOC Schedule:

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

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



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

1.3.4 The local parties shall compile and forward these "TTOC Schedules" to the provincial parties.

#### **1.4 Employees Hired After June 30, 2002**

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

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

### **2.0 SICK LEAVE CREDITS**

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

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

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

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

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

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

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

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

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

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

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

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

## **7.0 SALARY PLANS**

### **7.1 Deferred Salary Plan**

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

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

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

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

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

## 9.0 INCLUSIONS

### 9.1 List

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

- i SD.6 (Rocky Mountain) – Employees instructing adult education academic credit courses.
- ii SD.82 (Coast Mountains) – Speech Language Pathologists and uncertified substitute teachers. in.
- iii SD.83 (North Okanagan-Shuswap) – Persons employed to teach the Family Life curriculum in the Family Life Education program and Speech Language Pathologists
- iv SD.91 (Nechako Lakes) – Associated professionals including Speech Language Pathologists, Native Educational Counsellors, Native Language and Culture Instructors.

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

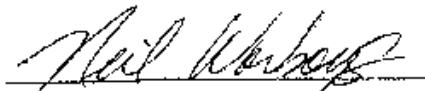
Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.


### 9.3 Application

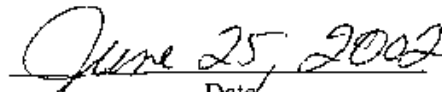
- 9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.
- 9.3.2 BCPSEA and the BCTF shall determine the terms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

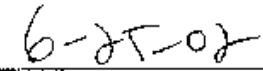
### 9.4 School District No.79 (Cowichan Valley)

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

  
British Columbia Teachers' Federation

  
British Columbia  
Public School Employers' Association

  
Date

  
Date

*Revised with housekeeping March 26, 2020*

School District No. 5

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

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

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

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

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

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

\* Monthly installment assumes annual salary paid over 10 months

School District No. 5

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

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

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

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

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

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

Placed on new scale	1-Jul-02	5.10	\$62,752	Compare with \$62,976 +2.5%	Annual Difference	Monthly Installment*
	1-Jul-03 <td>5.10 <td>\$64,321</td> <td>\$64,550</td> <td>\$1,798</td> <td>\$180</td> </td>	5.10 <td>\$64,321</td> <td>\$64,550</td> <td>\$1,798</td> <td>\$180</td>	\$64,321	\$64,550	\$1,798	\$180
				\$66,164	\$1,843	\$184

\* Monthly Installment assumes annual salary paid over 10 months

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

Original signed by:

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Jacque Griffiths  
For BCPSEA

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Jim Iker  
For BCTF

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF



**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

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**

<b>School Name</b>	<b>Town/Community</b>
<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
Naghtaneqed Elem	Nemiah
Dog Creek Elem Jr Sec	Dog Creek
Big Lake Elem	Big Lake
Bridge Lake Elem	Bridge Lake
Horsefly Elem	Horsefly
Buffalo Creek Elem	Buffalo Creek
<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)**



## LETTER OF UNDERSTANDING No. 6

### BETWEEN

### BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

### AND

### BRITISH COLUMBIA TEACHERS' FEDERATION

#### Article C.2. – Porting of Seniority – Separate Seniority Lists

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

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

- For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.
3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
    - A combined total of up to 20 years of seniority can be ported.
    - No more than 1 year of seniority can be credited for any single school year.
  4. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
    - Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
    - No seniority could be ported to the other seniority list.
    - For example, teacher A in District A currently has 24 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

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

## LETTER OF UNDERSTANDING No. 7

### BETWEEN

#### BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

### AND

#### BRITISH COLUMBIA TEACHERS' FEDERATION

#### **Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts**

The following letter of understanding is meant to clarify the application of Article C.2.2 and G.1 of the provincial collective agreement with respect to the situation where a teacher simultaneously holds part-time continuing appointments in two (2) separate school districts, i.e., currently holds a part-time continuing appointment in one (1) district and then subsequently obtains a second part-time continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 and G.1 shall apply:

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates their employment from the porting district or receives a full leave of absence from the porting district.
2. The requirement for the teacher to initiate the sick leave verification process (90 days from the initial date of hire) and the seniority verification process (within 90 days of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.
3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports), for the purpose of porting, the teacher will be limited to a maximum of 1 years seniority for each year.
4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.

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

The following examples are intended to provide further clarification:

#### Example 1

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

#### Example 2

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

Revised with housekeeping March 26, 2020



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

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

1. Laid off teacher holding recall rights in one school district may port up to twenty (20) years of seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in their previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.

5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.
6. Consistent with Irene Holden's previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.
7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

#### Example 1

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

#### Example 2

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

Original signed by:

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Alan Chell  
For BCPSEA

March 26, 2020  
Date

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Teri Mooring  
For BCTF

March 26, 2020  
Date

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

## 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 30th following an employee attaining age 75, or upon earlier retirement.
<b>Prescription Drugs</b>	
Drug Formulary	Blue Rx
Pay-Direct Drug Card	Yes
Per Prescription Deductible	\$0
Sexual Dysfunction	Covered
Oral Contraceptives	Covered
Fertility	\$20,000 Lifetime Maximum
<b>Medical Services and Supplies</b>	
Medi-Assist	Included
Out-of-province emergency medical	Covered
Ambulance	Covered
Hospital	Private/Semi-Private
Private Duty Nursing (including In-home)	\$20,000 per year
Miscellaneous Services and Supplies (subject to reasonable and customary limits as defined by Pacific Blue Cross)	Covered

<b>Medical Services and Supplies continued</b>	
Hearing aids	\$3,500 per 48 months
Orthopedic shoes	\$500 per year
Orthotics	\$500 per year
<b>Vision Care</b>	
Maximum	\$550 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
<b>Paramedical Services</b>	
Naturopath	\$900 per year
Chiropractor	\$900 per year
Massage therapist	\$900 per year
Physiotherapist	\$900 per year
Psychologist	\$900 per year
Speech therapist	\$800 per year
Acupuncturist	\$900 per year
Podiatrist/Chiropodist	\$800 per year

\* Eye exams are subject to Pacific Blue Cross *Reasonable and Customary* limits.

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO.51 (BOUNDARY)**

**AND**

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

**Re: Recruitment and Retention for Teachers at Elementary Beaverdell and Big White  
Elementary School**

Not applicable in SD No. 5 (Southeast Kootenay)



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

**BETWEEN**

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

**AND THE**

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

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

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

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

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

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

leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).

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

Example:

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

*Original signed by:*

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

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 teachers 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.



## 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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