

2019 - 2022

PROVINCIAL AND LOCAL MATTERS AGREEMENT

A Working Document

BETWEEN

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 64 (GULF ISLANDS)/

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

(The "Employer")

AND

GULF ISLANDS TEACHERS' ASSOCIATION/

BRITISH COLUMBIA TEACHERS' FEDERATION

(The "Union")

TABLE OF CONTENTS

PREAMBLE	6
SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP	7
ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION.....	7
ARTICLE A.2 RECOGNITION OF THE UNION	8
ARTICLE A.3 MEMBERSHIP REQUIREMENT	8
ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION	8
ARTICLE A.5 COMMITTEE MEMBERSHIP	9
ARTICLE A.6 GRIEVANCE PROCEDURE	10
ARTICLE A.7 EXPEDITED ARBITRATION	13
ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS	15
ARTICLE A.9 LEGISLATIVE CHANGE.....	15
ARTICLE A.10 LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS’ ACT.....	16
ARTICLE A.20 MANAGEMENT RIGHTS.....	16
ARTICLE A.21 RIGHT TO REPRESENTATION.....	16
ARTICLE A.22 THE BARGAINING UNIT	17
ARTICLE A.23 STAFF ORIENTATION.....	17
ARTICLE A.24 EDUCATIONAL ASSISTANTS, PARAPROFESSIONALS, TEACHERS’ AIDES, AND TEACHERS’ ASSISTANTS.....	18
ARTICLE A.25 LOCAL SCHOOL STAFF COMMITTEE	19
ARTICLE A.26 LOCAL SCHOOL STAFF REPRESENTATIVE.....	19
ARTICLE A.27 PICKET LINES.....	20
ARTICLE A.28 ACCESS TO INFORMATION.....	20
ARTICLE A.29 BULLETIN BOARDS	21
ARTICLE A.30 INTERNAL MAIL.....	21
ARTICLE A.31 USE OF SCHOOL FACILITIES	21
ARTICLE A.32 COPY OF COLLECTIVE AGREEMENT	21
SECTION B SALARY AND ECONOMIC BENEFITS	22
ARTICLE B.1 SALARY	22
ARTICLE B.2 TTOC PAY AND BENEFITS	28
ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION	29
ARTICLE B.4 EI REBATE	29
ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN.....	29
ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE.....	30
ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS.....	31
ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN	31
ARTICLE B.9 PAY PERIODS	32
ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE.....	32
ARTICLE B.11 BENEFITS	33
ARTICLE B.12 CATEGORY 5+.....	35
ARTICLE B.13 BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS’ AND SCHOOL PSYCHOLOGISTS’ PROFESSIONAL FEES	36
ARTICLE B.20 OUTER ISLAND TEACHERS	36
ARTICLE B.21 EMPLOYEE ASSISTANCE PLAN	36
ARTICLE B.22 POSITIONS OF SPECIAL RESPONSIBILITY	36
ARTICLE B.23 TEACHER IN CHARGE.....	37
ARTICLE B.24 FIRST AID.....	38
ARTICLE B.25 RELOCATION ALLOWANCE	38

SECTION C	EMPLOYMENT RIGHTS.....	39
ARTICLE C.1	RESIGNATION	39
ARTICLE C.2	SENIORITY	39
ARTICLE C.3	EVALUATION	41
ARTICLE C.4	TTOC EMPLOYMENT	42
ARTICLE C.5	LAYOFF, RECALL, AND SEVERANCE	42
ARTICLE C.20	EMPLOYMENT ON CONTINUING CONTRACT	44
ARTICLE C.21	TEMPORARY TEACHERS' EMPLOYMENT RIGHTS	45
ARTICLE C.22	CHANGE IN APPOINTMENT	46
ARTICLE C.23	EVALUATION OF TEACHER PERFORMANCE	47
ARTICLE C.24	UNSATISFACTORY TEACHER PERFORMANCE	49
ARTICLE C.25	DISCIPLINE FOR MISCONDUCT	50
SECTION D	WORKING CONDITIONS.....	52
ARTICLE D.1	CLASS SIZE AND TEACHER WORKLOAD	52
ARTICLE D.2	CLASS COMPOSITION AND INCLUSION	53
ARTICLE D.3	NON-ENROLLING STAFFING RATIOS	57
ARTICLE D.4	PREPARATION TIME.....	57
ARTICLE D.5	MIDDLE SCHOOLS	58
ARTICLE D.6	ALTERNATE SCHOOL CALENDAR	58
ARTICLE D.20	ITINERANT TEACHERS	59
ARTICLE D.21	TEACHER TEACHING ON CALL WORKING CONDITIONS.....	60
ARTICLE D.22	REGULAR WORK YEAR	61
ARTICLE D.23	INSTRUCTIONAL TIME AND SCHOOL DAY	62
ARTICLE D.24	STAFF MEETINGS.....	63
ARTICLE D.25	SUPERVISION	64
ARTICLE D.26	EXTRA-CURRICULAR ACTIVITIES	64
ARTICLE D.27	HOME EDUCATION	64
ARTICLE D.28	TECHNOLOGICAL CHANGE.....	65
ARTICLE D.29	HEALTH AND SAFETY	66
ARTICLE D.30	WORKING AND LEARNING ENVIRONMENT	67
ARTICLE D.31	JOINT WORKING AND LEARNING CONDITIONS COMMITTEE.....	67
ARTICLE D.32	LOCAL INVOLVEMENT IN BOARD BUDGET PROCESS	68
SECTION E	PERSONNEL PRACTICES	69
ARTICLE E.1	NON-SEXIST ENVIRONMENT	69
ARTICLE E.2	HARASSMENT/SEXUAL HARASSMENT	69
ARTICLE E.20	POSTING VACANT POSITIONS	74
ARTICLE E.21	FILLING VACANT POSITIONS	75
ARTICLE E.22	OFFER OF APPOINTMENT TO THE DISTRICT	76
ARTICLE E.23	POSITIONS AND ASSIGNMENTS	77
ARTICLE E.24	TRANSFERS	79
ARTICLE E.25	NON-DISCRIMINATION.....	80
ARTICLE E.26	APPEALS	80
ARTICLE E.27	PERSONNEL FILES	81
SECTION F	PROFESSIONAL RIGHTS	82
ARTICLE F.20	PROFESSIONAL DEVELOPMENT AND GROWTH	82
ARTICLE F.21	TEACHER AUTONOMY	83
ARTICLE F.22	EDUCATIONAL CHANGE.....	83
ARTICLE F.23	SCHOOL ACCREDITATION.....	84

SECTION G LEAVES OF ABSENCE.....	86
ARTICLE G.1 PORTABILITY OF SICK LEAVE.....	86
ARTICLE G.2 COMPASSIONATE CARE LEAVE.....	86
ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES	88
ARTICLE G.4 BEREAVEMENT LEAVE	88
ARTICLE G.5 UNPAID DISCRETIONARY LEAVE.....	89
ARTICLE G.6 LEAVE FOR UNION BUSINESS	89
ARTICLE G.7 TTOCS CONDUCTING UNION BUSINESS	90
ARTICLE G.8 TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM.....	90
ARTICLE G.9 TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE	90
ARTICLE G.10 TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES	91
ARTICLE G.11 CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	92
ARTICLE G.20 SICK LEAVE.....	92
ARTICLE G.21 WORKERS’ COMPENSATION.....	93
ARTICLE G.22 MATERNITY LEAVE	93
ARTICLE G.23 PATERNITY LEAVE.....	94
ARTICLE G.24 ADOPTION LEAVE	94
ARTICLE G.25 PERSONAL EMERGENCY LEAVE	94
ARTICLE G.26 COURT ATTENDANCE.....	94
ARTICLE G.27 PRESIDENT’S RELEASE	95
ARTICLE G.28 RELEASE TIME FOR LOCAL, B.C.T.F., C.T.F., AND TEACHER REGULATION BRANCH BUSINESS	95
ARTICLE G.29 SECONDMENT, ELECTION AND EXCHANGE.....	96
ARTICLE G.30 LEAVE FOR ELECTIVE OFFICE AND COMMUNITY SERVICE	97
ARTICLE G.31 LEAVE FOR EXAMINATION.....	97
ARTICLE G.32 LONG TERM LEAVE.....	97
ARTICLE G.33 DISCRETIONARY LEAVE.....	97
ARTICLE G.34 OTHER LEAVES	98
ARTICLE G.35 CONSIDERATION OF LEAVES	98
ARTICLE G.36 SELF-FUNDED LEAVE PLAN.....	98
SIGNATURES.....	99
LOCAL APPENDICES AND LETTERS OF UNDERSTANDING.....	100
APPENDIX A: SELF-FUNDED LEAVE PLAN	100
SCHEDULE A: DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT	106
APPENDIX B: TEACHER EVALUATION CRITERIA	107
APPENDIX C: TEACHER teaching ON CALL OBSERVATION REPORTS	109
LETTER OF UNDERSTANDING	111
Re: School Calendar Regulation	111
PROVINCIAL LETTERS OF UNDERSTANDING	120
LETTER OF UNDERSTANDING NO. 1	120
RE: DESIGNATION OF PROVINCIAL AND LOCAL MATTERS	120
Appendix 1 – Provincial Matters.....	122
Appendix 2 – Local Matters.....	128
LETTER OF UNDERSTANDING No. 2	133
Re: Agreed Understanding of the Term Teacher Teaching on Call	133
LETTER OF UNDERSTANDING No. 3. a.....	134
Re: Section 4 of Bill 27 Education Services Collective Agreement Act.....	134
Letter Of Understanding No. 3.B	134
Re: Section 27.4 Education Services Collective Agreement Act	134
LETTER OF UNDERSTANDING No. 4	135
Re: Employment Equity – Aboriginal Employees	135

LETTER OF UNDERSTANDING No. 5	136
Re: Teacher Supply and Demand Initiatives	136
LETTER OF UNDERSTANDING No. 6	140
Re: Article C.2. – Porting of Seniority – Separate Seniority Lists	140
LETTER OF UNDERSTANDING No. 7	142
Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part- Time Appointments in Two Different Districts	142
LETTER OF UNDERSTANDING No. 8	144
Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List	144
LETTER OF UNDERSTANDING No. 9	146
Re: Provincial Extended Health Benefit Plan	146
Appendix A to Letter of Understanding No. 9	148
LETTER OF UNDERSTANDING No. 10	150
Re: Recruitment and Retention for Teachers at Elementary Beaverdell and Big White Elementary School	150
LETTER OF UNDERSTANDING NO. 11.....	151
Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District	151
Re: August 31 st transfers for TTOC experience accrued up to and including June 30 th	154
Re: December 31 st transfers for TTOC experience accrued up to and including November 15 th	155
LETTER OF UNDERSTANDING NO. 12.....	156
Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language	156
LETTER OF UNDERSTANDING NO. 13.....	165
Re: Section 53 – Joint Consultation and Adjustment Opportunities	165
LETTER OF UNDERSTANDING NO. 14.....	167
Re: Cultural Leave for Aboriginal Employees	167
LETTER OF UNDERSTANDING NO. 15.....	168
Re: Maternity/Pregnancy Supplemental Employment Benefits	168
LETTER OF UNDERSTANDING NO. 16.....	169
Re: Early Career Mentorship.....	169
LETTER OF UNDERSTANDING NO. 17.....	170
Re: Potential Grievance Resolution	170

PREAMBLE

- P.1. The purpose of this Collective Agreement is to set forth the terms and conditions of employment agreed upon between the parties, to provide for the orderly operation of schools in the District, to promote harmonious relations between the Board and the Local and to provide for the expeditious settlement of disputes which may arise concerning the application or interpretation of the Collective Agreement without interruption of services or stoppage of work.
- P.2. Throughout the Collective Agreement, the term "teacher" or "employee" shall be interpreted to include Speech/Language Pathologists except where references are clearly intended to apply only to teachers as defined in the *School Act*.
- P.3. The Board and the Local agree to cooperate to provide the highest quality of education service possible in the District.
- P.4. APPLICABLE STATUTES
- a. This Collective Agreement is made pursuant to and governed by the *School Act* and its Regulations, the *Labour Relations Code* and its Regulations, and the *Public Education Labour Relations Act*. In case of any conflict between this Collective Agreement and those Acts and any Regulations made thereunder, those Acts and Regulations as may be amended from time to time shall prevail.
 - b. Terms used in this Collective Agreement defined in those Acts and Regulations have the meaning defined in those Acts.

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 [Gulf Islands Teachers' Association] in that district as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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

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

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

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.

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

8. Arbitration (Conduct of)

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

9. General

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the

grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.

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

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

ARTICLE A.20 MANAGEMENT RIGHTS

1. Subject to the provisions of this Collective Agreement, the Board has the right to assign duties and to manage and direct employees, provided such rights are exercised fairly, reasonably and in a non-discriminatory manner.
2. Except as altered by this Collective Agreement or modified by the express written agreement of the parties, all present conditions, methods of operation, rights, privileges and benefits enjoyed by teachers covered by this Collective Agreement shall continue in force and shall not be unilaterally altered.

ARTICLE A.21 RIGHT TO REPRESENTATION

1. A teacher is entitled to have a representative of the Local accompany them to any meeting with a Principal or any other representative of the Board.
2. A representative of the Local and/or a representative of the BCTF shall attend any meeting between a member and a Principal or any other representative of the Board if:
 - a. the meeting is or may become discipline related;
 - b. the member, the Local or the employer has reason to believe a representative of the Local and/or a representative of the BCTF should be present; and/or
 - c. the member consents to or requests representation and the meeting is related to the member's employment including but not limited to timetable, scheduling, layoff and recall.

3. A representative(s) of the Local shall be released from teaching duties without loss of pay in order to attend discipline related meetings, investigate grievances, or attend a grievance or arbitration hearing.
4. It is understood that the Local will pay the cost of a Teacher Teaching on Call, if a Teacher Teaching on Call is necessary, as consistent with Article A.26 (Local School Staff Representative).

ARTICLE A.22 THE BARGAINING UNIT

1. Inclusions/Exclusions
 - a. The Board shall notify the Local of all new positions which it intends to offer in the District and send to the Local a written description of the new position(s).
 - b. Newly created positions shall be included in the bargaining unit unless the parties agree to an exclusion and except those which involve:
 - i. any of the functions outlined in the *Labour Relations Code* as the basis for exclusion from the definition of an employee or;
 - ii. the functions of a Director of Instruction as in the *School Act* or;
 - iii. the functions of a Principal or Vice Principal regarding evaluation of teachers as in the *School Act*.
 - c. If the parties are unable to agree, the dispute will be referred to Step 3 of the Grievance Procedure in Article A.6 (Grievance Procedure). A mutually acceptable arbitrator will be chosen.
2. No Contracting Out
 - a. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit. The Board shall not contract out, purchase or acquire, other than from members of the bargaining unit, educational services, the designing, supervision, and assessment of educational programs or any other duties that consist of the type and kind of work that would be normally or regularly be performed by a teacher.

ARTICLE A.23 STAFF ORIENTATION

1. Each year the District will offer an orientation for all new staff. This orientation will be provided by the Board and the Local, within sixty (60) days of the commencement of the school instructional year.

2. The orientation, to be developed by the parties, shall be designed to acquaint teachers with the basic operation of the School District and the school as well as teachers' rights and responsibilities as set out in this Collective Agreement.
3. The Board shall provide release time for the teachers new to the District to attend staff orientation.

**ARTICLE A.24 EDUCATIONAL ASSISTANTS, PARAPROFESSIONALS,
TEACHERS' AIDES, AND TEACHERS' ASSISTANTS**

1. Educational Assistants, Paraprofessionals, Teachers' Aides, or Teachers' Assistants hired by the Board to assist a teacher in carrying out their responsibilities and duties shall:
 - a. work under the direction of that teacher;
 - b. have their activities designed, assigned, and directed by the teacher concerned;
 - c. not assume the responsibility for:
 - i. designing, providing, and assessing educational programs;
 - ii. evaluating students or educational programs;
 - iii. reporting formally to parents;
 - iv. designing differential instruction or assessment; or
 - v. student behaviour planning.
2. Educational Assistants, Paraprofessionals, Teachers' Aides, and Teachers' Assistants may assist the teacher in tasks such as offering assistance or advice to students. They may also assist the teacher in the evaluation of students, in maintaining student records, in reporting to parents, or in planning for instruction.
3. Educational Assistants, Paraprofessionals, Teachers' Aides, and Teachers' Assistants shall not be used to replace teachers absent from school or classrooms, or other qualified professional personnel including Librarians, Counsellors, or Teachers Teaching on Call and shall not be used as alternatives for such positions.
4. Teachers shall be provided with adequate time to meet and conference with Educational Assistants, Paraprofessionals, Teachers' Aides, or Teachers' Assistants as per Article D.23.10 pertaining to consultation time.
5. Principals or Vice-Principals shall assume employment supervision responsibilities for Educational Assistants, Paraprofessionals, Teachers' Aides, or Teachers' Assistants.

ARTICLE A.25 LOCAL SCHOOL STAFF COMMITTEE

1. Teachers assigned to each school may form a Local School Staff Committee at that school.
2. The size and membership of the Committee shall be determined by the staff. In smaller schools the staff may decide to act as a Committee of the Whole. Principals, Vice Principals and other staff members may be invited from time to time to meet with the Committee.
3. The Committee will have access to public information concerning its school budget which will include flexible funds, school level monthly expenditure report, equipment request list, the school's capital budget information, and the school's non-public funds.
4. The Committee may make written recommendations to the staff and to the Principal on any area of concern.
5. If the Principal declines to implement a recommendation, written reasons for the refusal shall be given to the Committee. The Committee may forward a copy of the recommendation to the Superintendent who will investigate the matter and respond to the Committee.
6. The functioning of the Committee shall not contravene the authority and responsibility of the Principal or the Board as set out in the School Act and Regulations.

ARTICLE A.26 LOCAL SCHOOL STAFF REPRESENTATIVE

1. Local School Staff Representatives, elected in accordance with Local procedures shall have a right to:
 - a. convene meetings in the school outside instructional hours to conduct Local business, provided such meetings shall not interfere with scheduled staff activities occurring at the same time;
 - b. be relieved of instructional duties with no loss of pay to be present at any meeting pursuant to Article A.6 (Grievance Procedure) between a Principal or Vice Principal and a teacher in the school;
 - c. upon request to and approval of the Superintendent or the Principal, be relieved of instructional duties with no loss of pay in order to investigate or participate in a grievance or arbitration.
 - d. be relieved of recess supervision duties when recommended by the Local School Staff Committee in consultation with the Principal.

2. It is understood that the Local will pay the cost of a Teacher Teaching on Call, if a Teacher Teaching on Call is necessary, under Article A.26.1.b and A.26.1.c above.

ARTICLE A.27 PICKET LINES

1. All employees covered under this Collective Agreement shall have the right as a matter of conscience to refuse to cross or work behind a duly constituted picket line arising from a dispute under the *Labour Relations Code*. Any employees failing to report for duty for this reason shall be considered to be absent without pay and shall be deducted at the daily rate.
2. Failure to cross a duly constituted picket line from a dispute under the *Labour Relations Code* encountered in carrying out School Board business shall not be considered a violation of this Collective 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 Collective Agreement to do work or carry out duties normally performed by employees engaged in a legal strike, or locked out, nor shall teachers request, require or direct pupils to carry out such duties.
4. In the event that there is a picket line at any school, the President of the Local or designate and the Superintendent of Schools or designate shall meet forthwith to attempt to determine whether or not such a picket line is viewed as a duly constituted picket line. If the Local President or designate and the Superintendent of Schools or designate agree that a picket line is not duly constituted, the employees covered by this Collective Agreement shall be advised forthwith.

ARTICLE A.28 ACCESS TO INFORMATION

1. The Board, upon request by the Local, agrees to furnish to the Local or its designated representatives, within five (5) school days or a mutually agreed upon extension, any public information the Local deems necessary to fulfill its role.
2. For the purposes of this Article public information means:
 - a. annual financial audited statements, adopted School District budgets, preliminary and final fiscal frameworks and statements of final determination;
 - b. lists of teachers' names, grid placement, seniority and staff assignments;
 - c. notification of job postings, transfers, hirings, resignations, and retirements;
 - d. agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.

3. In addition to public information, the Board agrees to furnish to the Local upon request and with written authorization of the teacher(s) involved, teacher personnel information.
4. In addition the Board, upon request, agrees to provide any other information the Local deems necessary to fulfill its role as exclusive representative.

ARTICLE A.29 BULLETIN BOARDS

1. The Local may post notices of Local activities on staff bulletin boards in the staff room, or in an alternate location agreed to by the Principal and the Local School Staff Committee, in each school building.

ARTICLE A.30 INTERNAL MAIL

1. The Local shall have access to the District's regular mail courier service, email services, and teacher mail boxes, where available, free of charge for communication to Local members. The Board will respect the confidential nature of the content of any such correspondence.

ARTICLE A.31 USE OF SCHOOL FACILITIES

1. The Local may use school facilities and equipment for the purposes of Local business.

ARTICLE A.32 COPY OF COLLECTIVE AGREEMENT

1. The Board shall make the Collective Agreement available on the district website. Printed copies of the Collective Agreement will be made available upon a teacher's request. Printed copies of the Collective Agreement will be provided no later than 45 days after the provincial parties make it available.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

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

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

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

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

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

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

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

Local Provisions:

7. Basic Salary Scale

Except as otherwise specifically provided in this Collective Agreement the salary of each teacher covered by this Collective Agreement shall be determined by the following scale:

July 1, 2019 to June 30, 2020

Step	Cat 4	Cat 4.33	Cat 4.66	Cat 5	Cat 5.33	Cat 5+	Cat 6
0	\$ 47,836	\$ 47,836	\$ 48,520	\$ 51,308	\$ 51,480	\$ 55,095	\$ 56,425
1	\$ 50,149	\$ 50,387	\$ 51,323	\$ 54,246	\$ 54,563	\$ 58,226	\$ 59,625
2	\$ 52,464	\$ 52,939	\$ 54,124	\$ 57,182	\$ 57,645	\$ 61,358	\$ 62,825
3	\$ 54,778	\$ 55,490	\$ 56,925	\$ 60,120	\$ 60,729	\$ 64,490	\$ 66,024
4	\$ 57,091	\$ 58,042	\$ 59,728	\$ 63,056	\$ 63,810	\$ 67,620	\$ 69,223
5	\$ 59,406	\$ 60,593	\$ 62,530	\$ 65,992	\$ 66,891	\$ 70,751	\$ 72,423
6	\$ 61,721	\$ 63,145	\$ 65,331	\$ 68,930	\$ 69,974	\$ 73,882	\$ 75,622
7	\$ 64,035	\$ 65,696	\$ 68,134	\$ 71,866	\$ 73,054	\$ 77,013	\$ 78,822
8	\$ 66,349	\$ 68,248	\$ 70,933	\$ 74,804	\$ 76,139	\$ 80,144	\$ 82,021
9	\$ 68,662	\$ 70,800	\$ 73,736	\$ 77,740	\$ 79,220	\$ 83,275	\$ 85,220
10	\$ 73,107	\$ 73,352	\$ 76,539	\$ 83,097	\$ 83,097	\$ 88,998	\$ 91,073

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

July 1, 2020 to June 30, 2021

Step	Cat 4	Cat 4.33	Cat 4.66	Cat 5	Cat 5.33	Cat 5+	Cat 6
0	\$ 48,793	\$ 48,793	\$ 49,491	\$ 52,334	\$ 52,510	\$ 56,197	\$ 57,554
1	\$ 51,152	\$ 51,395	\$ 52,350	\$ 55,331	\$ 55,654	\$ 59,390	\$ 60,818
2	\$ 53,513	\$ 53,998	\$ 55,207	\$ 58,326	\$ 58,798	\$ 62,585	\$ 64,081
3	\$ 55,874	\$ 56,600	\$ 58,064	\$ 61,322	\$ 61,943	\$ 65,779	\$ 67,344
4	\$ 58,233	\$ 59,203	\$ 60,923	\$ 64,318	\$ 65,086	\$ 68,972	\$ 70,608
5	\$ 60,594	\$ 61,805	\$ 63,781	\$ 67,312	\$ 68,228	\$ 72,166	\$ 73,872
6	\$ 62,956	\$ 64,408	\$ 66,638	\$ 70,308	\$ 71,374	\$ 75,359	\$ 77,134
7	\$ 65,315	\$ 67,010	\$ 69,497	\$ 73,303	\$ 74,516	\$ 78,553	\$ 80,398
8	\$ 67,676	\$ 69,613	\$ 72,351	\$ 76,300	\$ 77,662	\$ 81,747	\$ 83,662
9	\$ 70,036	\$ 72,216	\$ 75,211	\$ 79,295	\$ 80,805	\$ 84,940	\$ 86,924
10	\$ 75,301	\$ 75,553	\$ 78,835	\$ 85,590	\$ 85,590	\$ 91,668	\$ 93,805

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

July 1, 2021 to June 30, 2022

Step	Cat 4	Cat 4.33	Cat 4.66	Cat 5	Cat 5.33	Cat 5+	Cat 6
0	\$ 49,769	\$ 49,769	\$ 50,481	\$ 53,381	\$ 53,560	\$ 57,321	\$ 58,705
1	\$ 52,175	\$ 52,423	\$ 53,397	\$ 56,437	\$ 56,767	\$ 60,578	\$ 62,034
2	\$ 54,583	\$ 55,078	\$ 56,311	\$ 59,492	\$ 59,974	\$ 63,837	\$ 65,363
3	\$ 56,991	\$ 57,732	\$ 59,225	\$ 62,549	\$ 63,182	\$ 67,095	\$ 68,691
4	\$ 59,398	\$ 60,387	\$ 62,141	\$ 65,604	\$ 66,388	\$ 70,352	\$ 72,020
5	\$ 61,806	\$ 63,041	\$ 65,056	\$ 68,658	\$ 69,593	\$ 73,610	\$ 75,349
6	\$ 64,215	\$ 65,696	\$ 67,970	\$ 71,714	\$ 72,801	\$ 76,866	\$ 78,677
7	\$ 66,622	\$ 68,350	\$ 70,887	\$ 74,770	\$ 76,006	\$ 80,124	\$ 82,006
8	\$ 69,029	\$ 71,005	\$ 73,799	\$ 77,826	\$ 79,215	\$ 83,382	\$ 85,335
9	\$ 71,436	\$ 73,661	\$ 76,715	\$ 80,881	\$ 82,421	\$ 86,639	\$ 88,663
10	\$ 76,807	\$ 77,064	\$ 80,412	\$ 87,302	\$ 87,302	\$ 93,501	\$ 95,681

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

8. Placement on Scale – by Category

- a. Except as specified elsewhere in this Collective Agreement, the salary category of all teachers shall be as verified by the most recent evaluation of the Teacher Qualification Service or the Teacher Regulation Branch, if applicable.
- b. Speech/Language Pathologists shall be paid in accordance with the salary schedule in B.1.7.

Placement on the salary schedule for Speech/Language Pathologists shall be:

- i. at the category which is most nearly equivalent to the Category of teachers based on years of university level training in the discipline and
 - ii. at the experience level as determined by Articles B.1.9.b and B.1.9.c of this agreement.
- c. A teacher shall provide documentary evidence of Category change by October 31 for adjustment effective September 1 of the same year; and by February 28 for adjustment effective January 1 of the same year.
 - d. A teacher hired on Letter of Permission shall be paid at Category 4 Step 0 on the salary scale.

9. Placement on Scale – by Experience

- a. A teacher shall be credited for salary scale purposes with all previous teaching experience in the Public School system of British Columbia and schools providing service deemed to be equivalent to that of the Public School system in British Columbia and schools run by similar authorities in Canada, the Commonwealth and the U.S.A. A teacher who provides documentary evidence of such previous teaching experience within two months of their date of appointment shall be given credit retroactive to the date of the appointment. Otherwise credit shall be given as of the first day of the month next following the production of evidence.
- b. Experience recognition shall be granted for professional employment as a Speech/Language Pathologist in a school district, hospital, clinic, or government-funded agency. A Speech/Language Pathologist who provides documentary evidence of such previous experience within two months of their date of appointment shall be given credit retroactive to the date of appointment. Otherwise, credit shall be given as of the first day of the month next following the production of evidence.
- c. Where a teacher can show proof of satisfactory service or employment directly related to, or necessary for the teacher's position, salary increments up to a maximum of five increments for five years or more of experience may be granted.

- d. All other teaching experience, including Teacher Teaching on Call teaching experience in this District, shall be credited on a pro rata basis. For the purpose of pro rating calculations the teaching year shall be deemed to be one hundred and ninety (190) days.

Effective September 17, 2014, Teacher Teaching on Call experience credit will accrue in accordance with Article C.4 (Teacher Teaching on Call Employment) and Letter of Understanding No. 16.

- e. All Speech/Language Pathologist experience shall be credited on a pro rata basis. For the purpose of pro rating calculations the work year shall be deemed to be:
 - i. ten (10) months for school related employment;
 - ii. twelve (12) months for other employment.

10. Increments

- a. Increment dates shall be the first of the month following the month in which the required experience accumulation is achieved.
- b. A teacher granted leave of absence for an educational program approved by the Board shall be entitled to their annual increment on proof of having successfully completed the course.

11. Part-Time Teachers

A teacher who is employed on a part time basis shall be paid pro rata according to their position on the salary scale. The percentage of the full teaching assignment shall be basis for the pro rata payments. The instructional part of a full teaching assignment shall be considered to be twenty-five (25) hours per week inclusive of recess and negotiated non-instructional time for an elementary teacher, twenty-six and one quarter (26 1/4) hours per week inclusive of recess and negotiated non-instructional time for a middle school teacher, and twenty-seven and one half (27 1/2) hours per week inclusive of negotiated non-instructional time for a secondary teacher. Credit for part time teaching experience shall be accumulated on a pro rata basis. A full assignment for Speech/Language Pathologists shall be considered to be twenty-five (25) hours per week of providing speech/language services.

12. Special Increments

- a. Speech/Language Pathologists shall not be eligible for these special increments.
- b. Category 4 Teachers
 - i. A Teacher Qualification Service Category 4 teacher, upon successful completion of six (6) credits towards Category 5, shall be placed at the same increment level at Category 4.33.

ii. Upon completion of a further six (6) credits the teacher shall be placed at the same increment level at Category 4.66.

c. Category 5 Teachers

i. A Teacher Qualification Service Category 5 teacher, upon successful completion of six (6) credits towards Category 5+ or Category 6, shall be placed at the same increment level at Category 5.33.

ii. Upon completion of a further six (6) credits the teacher shall be placed at the same increment level at Category 5+.

[Effective September 1, 2007, Article B.1.12.c.ii is replaced by Article B.12 (Category 5+).]

d. i. Article B.1.12.b above shall apply to full movement between Categories 4 and 5, provided such movement is accomplished within a total of five (5) consecutive years. The five (5) year limitation shall be extended under extenuating circumstances if agreed by the parties.

ii. Article B.1.12.c shall apply to full movement between Categories 5 and 5+, or to full movement between Categories 5 and 6, provided such movement is accomplished within a total of five (5) consecutive years. The five (5) year limitation shall be extended under extenuating circumstances if agreed by the parties.

e. To qualify under Article B.1.12.b or B.1.12.c a teacher must provide documentary evidence that they are following a program approved by the Teacher Qualification Service or the Teacher Regulation Branch, if applicable. A teacher shall provide documentary evidence to prove movement towards the next category by October 31 for adjustment effective September 1 of the same year; and by February 28 for adjustment effective January 1 of the same year.

13. Rate of Deduction

The daily deduction rate for a teacher shall be defined as 1/200th of the current annual salary of the teacher.

14. Partial Month's Teaching

Where a teacher's employment begins on a day other than the first prescribed school day of a month, or ceases on a day other than the last prescribed school day of a month, the amount to be paid in salary for that month shall be proportionate to the number of prescribed school days in that month.

15. No Cut Clause

Except as specifically provided in this Collective Agreement, no teacher shall suffer a reduction in salary or bonuses as a result of the implementation of this Collective Agreement.

ARTICLE B.2 TTOC PAY AND BENEFITS

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a Teacher Teaching on Call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A TTOC shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee they are replacing is entitled to claim.
4. TTOCs shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of this Collective Agreement. [See Article B.2.8 for superior provision]
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. A part time teacher acting as a TTOC assigned by a Principal or Vice Principal to work with their regular students or approved by a Principal or Vice Principal to perform their regular duties shall be paid at their scale rate.
8. A TTOC who has taught in excess of ten (10) days in the same assignment shall hereafter during the same assignment receive an allowance of six (6) percent of salary in lieu of benefits. Part time teachers shall not be entitled to this allowance.
9. A TTOC shall be paid monthly within seven (7) days of the last banking day of the month.

10. A TTOC called to work shall be paid for the amount of time specified for the call out. The minimum call out time is 4/10 of a day. If the needs of the school change and 7 days' notice is given the minimum time shall be paid.
11. A non-instructional day occurring during an assignment in excess of five (5) teaching days shall count as a day of work, provided that the TTOC participates in the professional activity.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

Does not apply in School District No. 64 (Gulf Islands).

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

1. In this Article:
 - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the

employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

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

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

1. The employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.
2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.

3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

Article B.8.1 through Article B.8.10 does not apply in SD No. 64 (Gulf Islands).

Local Provisions:

11. Optional Twelve-Month Pay Period

- a. To participate in the Optional Twelve-Month Pay Period the participant will:
 - i. possess a continuing contract and

- ii. notify the school district in writing by December 1st that they wish to participate.
- b. Members who join this plan will start July 1st. Mid-month advances will be available on or before the 15th of each month.
- c. If a member leaves or does not complete the full twelve-month year, adjustments will be made to reflect the period worked.

ARTICLE B.9 PAY PERIODS

Article B.9.1 through Article B.9.3 does not apply in SD No. 64 (Gulf Islands).

Local Provisions:

- 4. Pay Periods
 - a. A teacher shall be paid their annual salary in ten (10) equal monthly installments from September through June in each school year with a mid-month advance of 50 percent of their net monthly salary. Such mid-month advance will be paid on the last banking day before the 16th of the month and the month-end payment will be made on the last banking 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:

Effective July 1, 2019	\$ 0.56 c/Km
Effective July 1, 2020	\$ 0.57 c/Km
Effective July 1, 2021	\$ 0.58 c/Km

- 2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
- 3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one’s personal vehicle for business purposes.
- 4. Employees shall be reimbursed for travel costs as outlined below:
 - a. Not applicable in School District No. 64 (Gulf Islands)

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

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

- c. Not applicable in School District No. 64 (Gulf Islands)
- d. Not applicable in School District No. 64 (Gulf Islands)
- e. Not applicable in School District No. 64 (Gulf Islands)
- f. Not applicable in School District No. 64 (Gulf Islands)
- g. Not applicable in School District No. 64 (Gulf Islands)

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.

Local Provisions:

5. The Board shall pay 75 percent and the Local members shall pay 25 percent of the premium cost of the overall Medical Services Plan of B.C., the Provincial Extended Health Benefit Plan and the B.C.S.T.A./B.C.T.F. Group Life Insurance Plan "B" for all teachers regardless of assignment. The Board shall pay 80 percent and the Local members shall pay 20 percent of the premium cost of a mutually acceptable dental plan for all teachers regardless of assignment.

6. The Board agrees to deduct the premium costs from the teacher's salary and remit to the insurance carrier for any teacher participating in the B.C.T.F. Voluntary Group Life Insurance Plan.
7. Where a teacher is on medical leave of absence, following the termination of statutory sick leave, the Board will pay the premiums during the period a teacher is in receipt of B.C.T.F. Salary Indemnity Fund benefits and, where necessary, a further period of one calendar year where the teacher is in receipt of benefits from long term disability salary continuance plan for each of the plans the teacher was a participant in at the time the absence began provided the teacher remains eligible under the applicable plan.
8. The Board shall provide to each teacher an application form for participation in the medical, dental, group life insurance, voluntary group term life insurance, long-term disability and extended health plans. Participation in such plans shall be as stipulated by carrier requirements and limitations, and where a teacher is not enrolled in a benefit plan, the application form or enrollment form shall be so noted and kept on file by the Board.
9. The Board shall advise each employee by letter at the end of September, and all employees hired subsequent to that date at the end of the first month of employment, of those benefit plans available to employees, and the cost of those plans in which the employee is enrolled.
10. The Board shall ensure that benefits begin from the starting date of employment.
11. Benefit coverage shall be extended to the end of the next teaching month following a deduction of premiums.
12. The Board shall provide an annual benefits summary by November 30 to each teacher which shall include a full listing of all benefits by which the teacher and dependants, if any, are covered.
13. Continuation of Benefits
 - a. Provided that the employee pays the appropriate share of the cost of premiums, the Board shall continue to pay its share of benefit premiums up to a maximum of three years, for an employee who is:
 - i. receiving benefits from the Workers' Compensation Board;
 - ii. on any other leave agreed to by the Board and the local where benefit continuation is agreed upon.
 - b. An employee on any extended leave of absence not covered in Article B.11.13.a above, shall be entitled to continue benefit coverage by making payments to the Board for the full premium cost of the benefit plans.

- c. In the event that an action under *Part 5 of the Labour Relations Code* is taken the Board shall continue to pay the total premium cost of benefits in Article B.11 (Benefits) and shall deduct such costs by subsequent payroll deduction.

ARTICLE B.12 CATEGORY 5+

1. Eligibility for Category 5+

- a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
 - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
 - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
 - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
- b. Post undergraduate diplomas agreed to by the TQS; or
- c. Other courses or training recognized by the TQS.

2. Criteria for Category 5+

- a. The eligibility requirements pursuant to Article B.12.1 must not have been used to obtain Category 5.

3. Salary Rate Calculation

- a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and / or during the term of the 2006-2011 Provincial Collective Agreement.

4. Application for Category 5+

- a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
- b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

ARTICLE B.13 BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL PSYCHOLOGISTS' PROFESSIONAL FEES

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

ARTICLE B.20 OUTER ISLAND TEACHERS

1. An Outer Island teacher shall receive the amount below per year regardless of appointment:

Effective July 1, 2019	\$283.13
Effective July 1, 2020	\$288.79
Effective July 1, 2021	\$294.57

ARTICLE B.21 EMPLOYEE ASSISTANCE PLAN

1. The Board shall pay 100 per cent of the cost of the mutually agreed upon Employee Assistance Plan.
2. The Employee Assistance Plan shall cover a full range of counselling services while maintaining strict confidentiality. This shall include counselling for employees (and their families) charged with child abuse and subsequently exonerated.
3. Employees shall cover their personal expenses to participate in this Plan.

ARTICLE B.22 POSITIONS OF SPECIAL RESPONSIBILITY

1. A Position of Special Responsibility is an assignment designed to assist educational staff in a particular subject, field, level, program, or department. Such an assignment shall be considered part or all of a teacher's full time assignment and is intended to meet school or District needs.
2. A non-classroom assignment which includes:
 - a. coordinating curricular work of other teachers;
 - b. offering advice to other teachers, Principals, Vice Principals, the Superintendent, or associated professionals;
 - c. identifying appropriate educational materials and equipment for the District;
 - d. organizing and providing inservice;

- e. assisting in the school or District budgeting process;
- f. assisting in curriculum implementation; and/or
- g. acting as a liaison with other schools, educational institutions, districts, Ministries, departments, or agencies,

beyond the normal scope of a classroom teacher, shall be considered a Position of Special Responsibility.

3. Where the Board intends to create a new Position of Special Responsibility or where the time allocated or duties assigned to an existing position are significantly changed, the Board shall give the Local not less than 30 days' written notice of such intent.
4. Salary with respect to a Position of Special Responsibility shall be as per Article B.1 (Salary).
5. A Position of Special Responsibility within a school, such as Department Head, shall be filled in consultation with the Local School Staff Committee. The job description, the time provided, the term of the assignment, and the budget allocated for the position shall be clearly outlined before the position is filled. Article E.21.9 (Filling Vacant Positions) shall not apply to such positions.
6. The Board in consultation with the Local shall jointly develop a written job description for each District Position of Special Responsibility which will set out a general description of the duties of the assignment. Each job posting pursuant to Article E.20.5 (Posting Vacant Positions) shall include the job description, the percentage of a full teaching assignment assigned to the position, and the term of the assignment.
7. The Board shall provide clerical assistance, materials, and funding to attend meetings and conferences to allow a teacher assigned to a District Position of Special Responsibility to carry out their duties. Attendance at such meetings and conferences must receive the prior approval of the Superintendent.
8. A list of Positions of Special Responsibility in effect in the District shall be forwarded to the Local by September 30 of each year.

ARTICLE B.23 TEACHER IN CHARGE

1. In September of each year and at any other time when necessary, the Principal in consultation with their staff shall designate a teacher or teachers to act as a Teacher in Charge when requested for that school year. In the event that all Principals and Vice Principals assigned to the school are absent a teacher shall be requested to assume the duties specified in this Article (Teacher in Charge).
2. The Teacher in Charge shall strive to assure that the safety of students and security of the school are maintained, and shall deal with such emergent matters as may arise, with

required assistance from District Office staff. Routine attendance recording and information reporting, as required, shall be maintained. However, the Teacher in Charge shall not be responsible for major administrative or managerial duties, and specifically shall not have supervisory responsibilities in relation to other teachers.

3. When acting as Teacher in Charge, the teacher shall, if they consider it necessary, be provided with sufficient Teacher Teaching on Call time to be relieved from regular teaching duties.
4. Except in emergent situations the Teacher in Charge shall receive at least 1 day's notice in advance of assuming the duties of Teacher in Charge.
5. Per Diem Rate
 - a. For the first five days the Teacher in Charge shall be paid 60% of the difference between Category 6 Step 10 and the rate of pay of the Principal on a per diem rate if the Principal is absent for 90 minutes or longer.
 - b. From day 6 on the Teacher in Charge shall be paid 85% of the difference between Category 6 Step 10 and the rate of pay of the Principal.

ARTICLE B.24 FIRST AID

1. The Board shall pay the annual allowance to a teacher with First Aid qualifications who agrees to act and is approved by the Health and Safety Committee to be a designated first aid attendant in the school.

Effective July 1, 2019	\$377.49
Effective July 1, 2020	\$385.04
Effective July 1, 2021	\$392.74

2. The Board shall pay course fees as required to keep designated personnel up to date.

ARTICLE B.25 RELOCATION ALLOWANCE

1. A teacher who is transferred by Board initiative shall be reimbursed for the costs of inter-island moving to the new teaching position. Such costs will include moving personal and household effects and travel for the teacher and their immediate family. Moving costs up to the amount shown below, including mileage, ferry costs, food, and lodging, will be reimbursed upon presentation of proof of payment.

Effective July 1, 2019	\$1,258.31
Effective July 1, 2020	\$1,283.48
Effective July 1, 2021	\$1,309.15

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) [See Article C.2.7]
 - 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. The Board and the Local agree that increased length of service in the employment of the Board entitles employees to security of teaching employment.
- 7. Whereas all employees may accumulate seniority, for the purposes of this Article seniority applies to continuing contract employees only and means an employee's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part time teaching, as well as Teacher Teaching on Call teaching. For purposes of calculating length of service, part time teaching shall be fully credited. An employee who is laid off shall have claiming rights only to an appointment equal to or less than their most recent appointment.
- 8. In addition to the provisions of Article C.2.7, the seniority for an employee on a continuing contract shall include seniority ported in accordance with Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.
- 9. When the seniority of two or more employees is equal pursuant to Article C.2.7 and C.2.8 above, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.

10. When the seniority of two employees is equal pursuant to Article C.2.9 above, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes shall be deemed to have the greatest seniority.
11. When the seniority of two employees is equal pursuant to Article C.2.10 above, the employee with the earliest application for employment with the Board as recorded on the employee's personnel file kept by the Board shall be deemed to have the greater seniority.
12. For purposes of this Article, leaves of absence in excess of one month shall not count toward aggregate length of service with the Board, except for the following to a maximum of one year per leave or as otherwise agreed by the parties:
 - a. Maternity Leave and Parental leave pursuant to the *Employment Standards Act*;
 - b. Educational Leave;
 - c. Leave for Duties with the Local or B.C.T.F.;
 - d. Secondment to the Ministry of Education, a faculty of a B.C. University, a Teacher Regulation Branch, or participation in a recognized teacher exchange program;
 - e. Leave for teaching with DND or CUSO;
 - f. Long Term Sick Leave;
 - g. Leave for elected office at the municipal, provincial or federal level;
 - h. Self-Funded Leave; and
 - i. Compassionate Care Leave pursuant to Article G.2.
13. The Board shall, by October 15, forward to the Local a list of all employees employed by the Board in order of seniority calculated according to Articles C.2.7 to C.2.12 above, setting out the amount of seniority for each employee as of September 1 of that year.
14. The Local shall bring to the attention of the Superintendent any errors in the seniority list on or before November 15. If the Local does not so notify the Board by November 15, the list shall be deemed to be accurate for that year.

ARTICLE C.3 EVALUATION

1. The purposes of evaluation provisions include providing employees with feedback, and employers and employees with the opportunity and responsibility to address concerns. Where a grievance proceeds to arbitration, the arbitrator must consider these purposes,

and may relieve on just and reasonable terms against breaches of time limits or other procedural requirements.

ARTICLE C.4 TTOC EMPLOYMENT

1. Experience Credit

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

2. Increment Date for Salary Grid Placement

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

ARTICLE C.5 LAYOFF, RECALL, AND SEVERANCE

1. Layoff

Where the Board finds it necessary to lay off a continuing contract teacher for reasons other than those specified in Article C.24 (Unsatisfactory Teacher Performance) of this Agreement, such layoff shall be in accordance with the provisions of this Article.

- 2. The Board and the Local agree that increased length of service in the employment of the Board entitles a teacher to security of teaching employment provided they possess the qualifications necessary for the position available.
- 3. In this Article, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the teaching certification, appropriate training and relevant experience of a teacher, that the teacher will be able to perform the duties of the position in a professional and satisfactory manner.
- 4. When the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority provided that they possess the necessary qualifications for the positions available.
 - a. The Board and the Local agree that, in implementing the provisions of Article C.5.4 above, any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this Collective Agreement otherwise dealing with transfers.

- b. Nothing in Article C.5.4 above 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.
- c. The Board shall give each teacher it intends to lay off pursuant to this Collective Agreement a minimum of forty-five (45) calendar days' notice in writing, such notice to be effective December 31 or June 30 for elementary and middle school teachers, or January 31 or June 30 for secondary school teachers, and to contain the reason for the layoff. Information on positions held by less senior teachers shall be available to a teacher in receipt of a layoff notice and to the Local through the office of the Superintendent.

5. Recall

When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement except Article C.5.5.c below, first offer recall to the teacher who, at the time of layoff, has the most seniority among those laid off pursuant to this Article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been laid off pursuant to this Article.

- a. A teacher who is offered recall pursuant to Article C.5.5 above shall inform the Board whether or not the offer is accepted, within two (2) calendar days of the receipt of such offer. An extension of up to a further three (3) days may be granted upon request.
- b. The Board shall allow ten (10) days from an acceptance of an offer under Article C.5.5.a above for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed, but not to exceed thirty (30) days.
- c. A teacher's right to recall under this Article is lost:
 - i. if the teacher elects to receive severance pay under Article C.5.7 below and is in receipt of full payment;
 - ii. if the teacher refuses to accept two positions for which they possess the necessary qualifications;
 - iii. if the teacher accepts a continuing appointment in another school district;
 - iv. if thirty-six (36) months elapse from the date of layoff under this Article and the teacher has not been re-engaged; or

- v. if the teacher fails to respond to a recall offer within seven (7) calendar days of the date written notice is given. A teacher on the recall list is responsible for keeping the Office of the Superintendent informed of changes of name, address, email address and telephone number.
 - d. Upon recall, a teacher shall retain their former recall status even though the recall assignment may be for a specific term and/or for an amount of employment different from the recall status. This permits the Board to employ teachers on the recall list in temporary assignments without jeopardizing the teacher's right to recall otherwise contained in this Agreement. A refusal to accept an appointment under this clause shall not be deemed to be a refusal under Article C.5.5.c.ii above.
6. A teacher recalled pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of layoff.
- a. A teacher who retains rights of recall pursuant to Article C.5.5 above shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the regular salary agreements by payment of the full costs of such benefits to the Board subject to the approval of the insurance carrier.
7. Severance
- A teacher on continuing appointment who has one or more years of continuous employment and who is laid off may elect to receive severance pay at any time during the twelve (12) months following layoff. Pay out of severance pay may be taken in one lump sum payment or in ten consecutive monthly installments.
- a. Severance pay shall be calculated at the rate of five (5) percent of one year's salary for each year of paid service in the District to a maximum of two (2) years' salary. Salary on which severance pay is calculated shall be based on the teacher's salary including allowances at the time of the teacher's layoff.
 - b. A teacher who receives severance pay pursuant to this Article and who, not withstanding Article C.5.5 above, is subsequently rehired by the Board shall retain any payment made under the terms of this Section and in such case, for purposes only of Article C.5.7.a above, the calculation of years of service shall commence with the date of such rehiring.

ARTICLE C.20 EMPLOYMENT ON CONTINUING CONTRACT

1. All teachers appointed by the Board to the teaching staff of the District shall be appointed on a continuing contract of employment, except for: temporary appointments or probationary appointments made in accordance with and subject to the provisions of this Agreement; and Teachers Teaching on Call subject to the provisions of Article B.2 (Teacher Teaching on Call Pay and Benefits) and D.21 (Teacher Teaching on Call Working Conditions).

2. Probationary Appointment

- a. In the first six (6) months of appointment to a continuing contract in the District, a teacher may be placed on probation for reasons relating to teaching performance.
- b. No teacher shall be placed on probation save for reasons related to teaching performance.
- c. Prior to any recommendation to place a teacher on probation, the Principal shall have met with the teacher and a representative of the Local to discuss the teacher's performance. Weaknesses in performance shall have been brought to the attention of the teacher and suggestions for improvement given.
- d. If an evaluation report written pursuant to Article C.23 (Evaluation of Teacher Performance) indicates less than satisfactory teacher performance, the teacher may be placed on probation. In the event that the Board places a teacher on probation, it shall provide written reasons to the teacher and a plan of assistance pursuant to Article C.24.2 (Unsatisfactory Teacher Performance) shall be provided.
- e. If a teacher who has been placed on probation for the next school year so requests, the Board shall make reasonable efforts to arrange a reassignment of the teacher to a mutually agreeable position or school.
- f. A second report shall be initiated after completion of the plan in Article C.20.2.d above or after three (3) months have elapsed since the delivery of the first report, whichever last occurs. Should this report indicate:
 - i. satisfactory performance then the Board shall rescind the probationary appointment and reinstate the continuing appointment;
 - ii. unsatisfactory teacher performance, the Board may proceed pursuant to Article C.24 (Unsatisfactory Teacher Performance).
- g. When the Superintendent intends to recommend cancellation of a probationary appointment, they shall provide prior notice to the teacher and the President of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board within ten (10) days of such notice.

ARTICLE C.21 TEMPORARY TEACHERS' EMPLOYMENT RIGHTS

- 1. The Board may appoint a teacher on a temporary contract only in the following circumstances:
 - a. for a period of one school year or less to any position temporarily existing or temporarily vacant; or

- b. to fill, for a period not exceeding the remainder of the existing school year, a position that arises during the school year.
2. The Board agrees to provide to the Local no later than October 15 in any school year a list of teachers hired on temporary contract for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.
3. A teacher hired on temporary contract who has accumulated ten (10) months of aggregate service in this District shall receive a continuing contract with their next appointment.
4. When the Board reasonably expects a teacher to be absent for more than twenty (20) school days, the vacancy shall normally be filled by appointment to a temporary contract. Should the contract be given to the existing TTOC, the contract shall be retroactive to the beginning of the assignment.
5. A temporary contract teacher may apply for a continuing contract position pursuant to the provisions of this Collective Agreement.

ARTICLE C.22 CHANGE IN APPOINTMENT

1. A teacher with a continuing appointment to the teaching staff of the District may request a reduction in their appointment through either a permanent reduction or through a Leave of Absence. The Board shall consider all such requests having regard to the circumstances of the teacher and the operation of the District. The Board shall not unreasonably deny such a request. If the application is denied, written reasons will be given.
2. When a Leave of Absence under Article C.22.1 above is granted by the Board, the teacher shall be entitled to return to their prior appointment at the expiration of the period of time for which the Board has made the reduction. The teacher may return to their previous appointment at an earlier date, or may extend the period of the reduced appointment, by agreement with the Board, if reasonable notice of the request for earlier or later return has been given.
3. A teacher on either part time continuing appointment or part time temporary appointment may request without prejudice to that appointment, and have the right to apply for an increased continuing appointment pursuant to the provisions of this Collective Agreement.
4. Two teachers employed by the Board on a continuing appointment may jointly request a specified job sharing assignment subject to the provisions of the Collective Agreement.
5. The Superintendent and the Board shall not administer the provisions of this Article in an arbitrary or capricious manner.

ARTICLE C.23 EVALUATION OF TEACHER PERFORMANCE

1. The Local and Board believe that students are best served when a high quality of classroom instruction and teaching performance is provided and maintained, and when positive encouragement of and adequate assistance and support for teaching performance is provided. To this end it is agreed that there shall be a system of formal information collection, assistance, and evaluation as provided in this Article.
 - a. Nothing in this Article restricts the powers and duties of Principals, Vice Principals or the Superintendent of Schools to visit teachers’ classrooms or teaching areas for purposes of supervision and improving instruction.
2. A formal evaluation of a teacher may be conducted at any time by the Superintendent or a Principal or Vice Principal in accordance with this Collective Agreement or when requested by the teacher, but it is expected that a teacher new to the District will be evaluated in their first year of employment and other teachers normally once every four (4) years.
3. The full evaluation leading to formal reports shall be based on the work of a teacher and the aspects of the learning situation in the teacher’s class for which the teacher has responsibility.
 - a. Involvement in extra-curricular activities and/or participation in Local activities and/or participation in Local activities shall not be included in the evaluation report.
 - b. Consistent with the evaluation process the Local agrees that the evaluator has the right to recommend teaching practices different from those being used by the teacher.
4. An evaluation report shall be completed and delivered to the teacher before June 15 of the school year in which the evaluation commenced, earlier or later if the teacher and evaluator so agree. Formal observations leading to the report shall take place between October 1 and May 31 of each school year, unless the teacher and evaluator otherwise agree.
5. When evaluation is undertaken for the purposes of a report on a teacher, the following shall apply:
 - a. the teacher shall be notified at least fifteen (15) school days in advance that an evaluation is to be conducted;
 - b. at least ten (10) days prior to commencing observations the evaluator shall discuss with the teacher:

Purpose of evaluation
Criteria to be applied*
Time Span

Schedule of visits, which will be convenient to both the teacher and the evaluator
Data collection methods
Other relevant information.

The evaluator and the teacher will attempt to reach agreement on these matters.

**Teacher Evaluation Criteria are appended to the Collective Agreement as Appendix B*

6. An evaluation leading to a report shall be based on a minimum of three (3) classroom visits and in normal circumstances not more than six (6) unless the teacher and the evaluator otherwise agree and may include the evaluator's own observation of the teacher's contribution to the general curriculum related work of the school staff. The evaluation of a non-classroom teacher will be based on the evaluator's observations of their work in the school and/or District and applicable sections of this Article.
7. The contents of the report will be based on the evaluator's observations of the teacher's performance which will be discussed with the teacher, and the evaluator's independent judgment and conclusions will be based on these matters.
8. At the request of a teacher, the report shall reflect any discrepancy between the teacher's assignment and training or previously recorded preferences regarding teaching subjects and grades.
9. Following each formal observation the evaluator shall discuss with the teacher their observations and impressions and shall provide a written summary.
10. At least (48) hours prior to filing a final report, the evaluator shall provide a draft to the teacher and give an opportunity to the teacher to discuss the draft report. The teacher may be accompanied by the Staff Representative where requested by the teacher. The evaluator will every effort to ensure that the report is factually accurate. The teacher shall receive a copy of the final report.
11. The final report shall be filed in the teacher's personnel file at the School Board Office and a copy may be retained by the evaluator in strict confidence. No other copies shall be delivered except as provided in the School Act.
12. Within twenty (20) school days from receipt of the final report 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.
13. Disputes with respect to the process in this Article or with respect to the content of any report may be referred to the grievance procedure in Article A.6 (Grievance Procedure).

ARTICLE C.24 UNSATISFACTORY TEACHER PERFORMANCE

1. The Board may dismiss a teacher only where the Board has received three (3) consecutive reports pursuant to Article C.23 (Evaluation of Teacher Performance) indicating that the teacher's performance is less than satisfactory. Each of the three reports shall be written independently by different evaluators.
2. Where the first report written under Article C.24.1 above indicates unsatisfactory teacher performance, a plan of assistance shall be developed jointly by a Local representative, the teacher and the Superintendent and shall be made available to the teacher. Should the parties not agree on the plan, the Superintendent shall develop the plan.

The Board will pay the costs of the plan.

3. A second report shall be initiated after completion of the plan in Article C.24.2 above or after three (3) months have elapsed since the delivery of the first report, whichever last occurs.
4. If the second report indicates unsatisfactory teacher performance the Local will be notified and a further plan as outlined in Article C.24.2 above will be developed. A third report shall be initiated after completion of this plan or after two (2) months have elapsed since the delivery of the second unsatisfactory report, whichever last occurs.
5. If the second or third report indicates satisfactory teacher performance, then further evaluation will take place under Article C.23.2 (Evaluation of Teacher Performance).
6. The above three (3) reports shall be issued in a period of not less than twelve (12) months nor more than twenty-four (24) months, and such period will be exclusive of leave of absence for illness, injury or otherwise. Where the teacher has been on a long-term leave of absence an evaluation will not be initiated until a reasonable time after the teacher's return.
7. Where the Board intends to dismiss a teacher after receiving three (3) consecutive unsatisfactory reports, it shall provide prior notice to the teacher and the Local of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board within ten (10) days of such notice.
8. Where, subsequent to such meeting, the Board decides to dismiss a teacher it shall give one month written notice to the teacher and the Local setting out the grounds for such action or pay in lieu of notice.
9. Disputes under this Article are subject to the Grievance Procedure in the Collective Agreement, Article A.6 (Grievance Procedure).

ARTICLE C.25 DISCIPLINE FOR MISCONDUCT

1. The Board may dismiss or discipline a teacher bound by this Collective Agreement only for just and reasonable cause.
2. Where a teacher is under investigation by the Board for any cause, the teacher and the Local shall be advised in writing of that fact at the earliest reasonable time, informing them of any allegation(s) and the names(s) of the person(s) making them, subject to any exceptions established in law at such time or so as to not prejudice an investigation into the matter.
 - a. A meeting with the teacher will be called within a reasonable time in connection with such an investigation or in connection with possible discipline. The teacher shall be accompanied by a representative of the Local at this meeting.
3.
 - a. Where the Board suspends a teacher from their teaching duties in accordance with Sections 15 (4) and 15 (5) respectively of the School Act, Article C.25.4 below shall apply.
 - b. Prior to any dismissal action under this Article being considered by the Board, the provisions of Article C.25.4 below shall apply.
4. When the Board suspends under Article C.25.3 above the following process shall apply:
 - a. The Board shall provide the teacher and the Local with the grounds in writing for the possible action under Article C.25.3 above and shall appoint a day within ten (10) days on which the employee and their representative may meet with the Board. This meeting shall be held prior to any further action by the Board on this matter.
 - b.
 - i. The teacher and the Local shall be provided with any evidentiary documents upon which the Board intends to rely, at least seventy-two (72) hours before the meeting referred to in Article C.25.4.a above.
 - ii. If further relevant information becomes available within the seventy-two hour period, this information shall be communicated forthwith to the teacher prior to the meeting and the meeting will, if the teacher so requests, be adjourned for at least another 72 hour period.
 - iii. Any written summary prepared by either party shall be tabled at the meeting referred to in Article C.25.4.a above.
 - c.
 - i. The teacher shall attend the meeting with a representative and shall have the opportunity to ask questions and to make both written and verbal submissions or have their representative ask questions or make written or verbal submissions on the teacher's behalf prior to, and during the meeting.

- ii. At any time up to the conclusion of the meeting referred to in Article C.25.4.a above, the teacher or the Superintendent shall be granted on request a delay of the process for up to seven (7) days. When suspended pursuant to Section 15 (4) or 15 (5) of the School Act, the employee shall remain suspended with pay pending the decision of the Board unless the parties mutually agree otherwise.
 - d. Within seven (7) days of the meeting, the Board shall decide on what action, if any, it will take under this Article and shall notify the Local and teacher at their recorded address or an address agreed to at the meeting, of the decision within twenty-four (24) hours. Such notification shall be in writing and shall set out the reasons for the Board's decision.
 - e. Where the Board investigation finds a teacher free of blame of the grounds for action under Article C.25.3 above, the employee shall be reinstated without loss of pay.
- 5. The teacher may grieve any action taken by the Board under this Article and if the teacher is suspended or dismissed, the grievance may be referred directly to Step 3 of the grievance procedure or the grievance may be referred directly to Arbitration as provided for in the Grievance Procedure.
- 6. The Board and the Local recognize that disciplinary and dismissal matters should be treated confidentially and the Board will not release to the media or the public any information on these matters without prior consultation with the Local.

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	maximum of 21 students	Article D.1.5
Grade 2	maximum of 21 students	Article D.1.5
Grade 3	maximum of 21 students	Article D.1.5

Local language:

1. It is agreed that class size is affected by various factors including but not limited to the following:
 - a. variations in the size of school populations;
 - b. the range of student needs and abilities;
 - c. the nature of the curriculum being presented to the students;
 - d. the range and extent of services other than classroom teaching;
 - e. the physical restrictions of equipment and space, particularly in specialty subject areas; and
 - f. secondary school programming to complete course or subject requirements for graduation.
2. A school staff including administration will develop the class organization which best utilizes professional staff, serves the needs of students, and reflects the support services provided.
3. a. The size of a class shall not exceed the maximum set out as per Article D.1.5 below by more than ten (10) percent. If the maximum size is exceeded by less than ten (10) percent, the teacher may request that extra staff assistance be provided.

[Note: when applying D.1.3.a to grades 1-3 classes, class size maximum shall be 22 as per LOU No. 12.]

- b. This Article shall not apply for Multi-Age, Transition, or Multi-Level Groupings where such groupings are established on the approval of the school principal and Superintendent.
4. A class which includes students with behavioural problems, learning difficulties or special needs shall not exceed the maximum, the composition to be determined through consultation with and consensus among the teacher, the principal, and District staff.
5. The Board and the Local agree to the following class size maximums:
- | | |
|--|-------------|
| *Grades 1-3 | 21 students |
| *Elementary Intermediate | 25 students |
| *Secondary | 27 students |
| Special Education with Appropriate Support | 14 students |
- *For Approved Multi-Age, Transition, or Multi-Level Groupings, **Article D.1.3 shall not apply**
6. A lab oriented science class or workshop where student safety is a vital factor shall be limited to twenty-four (24) students depending on space and workstations available.
7. No grouping of students which exceeds the maximum class size shall be allowed unless it is specifically requested by the teacher for an educationally sound purpose.
- a. The Board shall inform the Local at least five (5) teaching days prior to any intended implementation of such a request. The Board shall include the educationally sound reasons behind such a request in the notification to the Local.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

1. For the purposes of this agreement, students with special education needs include:
- a. those identified by the School Based Team and the Superintendent or their designate and who fall into one or more of the following Ministry of Education designations and whose educational programs need to be significantly modified;
- b. those as follows:
- i. Low Incidence Categories:
- Dependent Handicapped;
 - Moderately Mentally Handicapped;
 - Severely Handicapped;
 - Physically Handicapped;

- Visually Impaired;
 - Hearing Impaired; and
 - Autistic;
- ii. High Incidence Categories:
- Severe Learning Disabled;
 - Mildly Mentally Handicapped;
 - Severe Behaviour;
 - Rehabilitation; and
 - E.S.L. students;
- c. students who are identified in one or more of the above categories who transfer from another school or district.

Ministry of Education designations are presently categorized as follows:

1.32 **Gifted**

1.17 **Moderate Handicapped**

- a. Mild Intellectual Disability
- b. Severely Learning Disabled
- c. Moderate Behaviour Disorders

1.18 **Severe Handicap**

- a. Moderate to Severe Intellectual Disability
- b. Chronic Health Disability
- c. Visual Impairment
- d. Deaf or Hard of Hearing
- e. Autism

1.16 **Severe Behaviour**

1.19 **Dependent Handicapped**

2. **School Based Team**

The School Based Team shall include:

- a. potential receiving teacher(s) and current teacher(s);
- b. an administrative officer;
- c. counsellors and school based Student Support Personnel including paraprofessionals assigned to the student; and
- d. Director of Student Services or designate, and district professional personnel.

3. In order to facilitate the integration of students identified in Article D.2.1 and provided the student is recognized for funding purposes by the Ministry of Education as a special needs student, it is agreed that integration shall happen only after the following have been met:

a. Maximum Integration

Normally a maximum of two (2) children may be integrated into a single classroom.

b. Consultation

The School Based Team have met to consider appropriate educational and medical information.

c. Placement

In making a decision on the placement of a student to be integrated, an integration plan shall be developed that takes into account:

- i. the receiving teacher's concerns;
- ii. inservice for the receiving teacher and other school based personnel who will work with the student;
- iii. the student's educational needs;
- iv. the proposed program for the student;
- v. class size and composition;
- vi. the professional opinions of teachers affected;
- vii. health and safety concerns;
- viii. necessary equipment and facility modifications;
- ix. additional resources needed, including additional teacher support, paraprofessional support, consultation, and non-instructional time.

4. Consultation Time

The Board will provide teachers of those special needs students with consultation time, with the approval of the Administrative Officer, free from instructional duties to assist with the students educational programming and assessment.

5. **IEPs**

The classroom teacher shall not be solely responsible for completing Individual Educational Programs for those special needs children integrated into their classrooms.

6. **Resources**

The classroom teacher shall be provided with resources for ongoing educational programs and classroom assessment.

7. **Paraprofessional Time**

Paraprofessional time shall be provided to assist those special needs students in the classroom and will be available at the time of the student placement.

8. **Medication**

Teachers shall not be called on to administer medication on a regular or predictable basis.

9. **Emergency Provisions**

Clear administrative procedures shall be established for the carrying out of fire and earthquake drills for those special needs students.

10. **Trained Paraprofessionals**

Trained Paraprofessionals shall be provided for assisting those special needs students during toileting and changing for physical education, participating in special events during lunch intermission and recess, and during class instructional time.

11. **Student Referral Process**

Where the teacher determines that there are students in her/his class with behaviour problems, learning difficulties or special needs, he/she shall have the right to refer such students to the School Based Team for consideration and appropriate action.

- a. Within five teaching days of the referral, the School Based Team, together with the classroom teacher, shall meet to consider the referral.
- b. The School Based Team shall within a further five teaching days make recommendations to the Program Manager which it considers appropriate in the circumstances. Such recommendations may include but shall not be limited to:
 - further assessment;
 - alternate placement;

- release time for the enrolling teacher and other school based personnel as may be required to facilitate ongoing assessment and consultation-teacher assistant and/or aide time; and/or
 - other assistance as agreed to by the enrolling teacher.
- c. The recommendations of the School Based Team shall be implemented, whenever possible, within a further five (5) teaching days.

ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:651 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:248 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:17 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.

ARTICLE D.5 MIDDLE SCHOOLS

Article D.5.1 through Article D.5.5 does not apply in SD No. 64 (Gulf Islands).

Local Provisions:

6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended. [See Article D.23]

ARTICLE D.6 ALTERNATE SCHOOL CALENDAR

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;

- b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - d. The hearing shall commence within a further ten (10) working days; and
 - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

ARTICLE D.20 ITINERANT TEACHERS

1. For the purpose of this agreement an Itinerant Teacher shall be defined as a teacher who travels between classes, schools, or sites to deliver educational programs.
 - a. Itinerant Teaching Positions shall be posted and the assignment designated before filling.
2. An Itinerant Teacher's assignment shall be based on providing an educationally sound program that is consistent with their training and qualifications.
3. An Itinerant Teacher shall be assigned classes with a minimum length of 30 minutes, but individual teachers may request shorter periods of time for educationally sound reasons.
4. Transition and Travel Time
 - a. An Itinerant Teacher shall have a minimum of 5 minutes' transition time from the end of one class until the beginning of the next class. This time shall be included as part of that teacher's assigned instructional time.
 - b. An Itinerant Teacher shall be allotted travel time as required between work sites. This time shall be included as part of that teacher's assigned instructional time as agreed by the teacher, Local, and Board.
 - c. When an Itinerant Teacher is required to travel between work sites they shall be paid the travel allowance as per Article B.10 (Reimbursement for Mileage and Insurance) of this Collective Agreement.
5. An Itinerant Teacher who does not also enroll a class shall be given access to a work space, including a desk, secure storage area, and telephone access at each site. An

Itinerant Teacher shall also have a suitable designated work space, a desk, secure storage area, and telephone access.

6. When an Itinerant Teacher's assignment is conducted off School Board property the work site must meet health and safety standards as outlined in Article D.29 (Health and Safety) of this Collective Agreement.

ARTICLE D.21 TEACHER TEACHING ON CALL WORKING CONDITIONS

For the purposes of this Article (Teacher Teaching on Call Working Conditions) a Teacher Teaching on Call is defined as a qualified teacher who works on a daily or interim basis providing programs for absent continuing or temporary contract teachers.

1. Teacher Teaching on Call List

All applicants for Teacher Teaching on Call positions shall apply at the School Board Office. The Board shall maintain the list of Teachers Teaching on Call who are accepted and who hold B.C. certification. Part time teachers shall be deemed to be on the list.

- a. The Board shall forward a copy of the list to the Local by October 1 of each school year and shall update it as required throughout the year.
 - b. Subject to this section, the Board shall not remove a person from the Teacher Teaching on Call list, save for just and reasonable cause.
2. The Teacher Teaching on Call list will be comprised of 2 sections: secondary and elementary. A Teacher Teaching on Call may request to be on either or both lists.
 3. The placement and assignment of Teachers Teaching on Call within a particular school is the responsibility of the Principal. A teacher may for educational reasons, recommend that the Principal call a specific person on the Teacher Teaching on Call List.
 4. Normally the Teacher Teaching on Call shall be required to assume only those duties that are consistent with the instructional assignment of the absent teacher.
 - a. A Teacher Teaching on Call placed in an assignment will remain in that assignment until the absent teacher returns.
 - b. A Teacher Teaching on Call may be replaced if they do not have the special qualifications necessary for continuation in the assignment.
 5. A non-certificated Teacher Teaching on Call will be hired only when no qualified certificated Teacher Teaching on Call is available.

6. Teacher Teaching on Call Evaluation
 - a. A TTOC who has accumulated 20 FTE days working in the District may request a Principal to complete an Observation Report. (See Appendix C)
7. The provisions of the following articles shall not apply to Teachers Teaching on Call:
 - Article B.11 Benefits
 - Article B.20 Outer Island Teachers
 - Article B.25 Relocation Allowance
 - Article C.5 Layoff, Recall and Severance
 - Article C.20 Employment on Continuing Contract
 - Article C.22 Change in Appointment
 - Article E.24 Transfers
 - Section G Leaves of Absence [except for Articles G.7 (TTOCs Conducting Union Business), and G.8 (TTOCs – Conducting Union Business Negotiating Team). Article G.6.1.b also applies when applying Article A.10 (Leave for Regulatory Business as Per the Teachers’ Act).]

ARTICLE D.22 REGULAR WORK YEAR

1. The annual salary established for employees covered by this Collective Agreement shall be payable in respect of the employees’ regular work year. The regular work year shall be the regular school year as established by the Board and shall not exceed one hundred and ninety-five (195) days in session per school year.
2. All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, except where the requirements of Article D.22.1 cannot be met. The days in session shall exclude Saturdays and Sundays, statutory holidays, Christmas break and Spring Break.
3. The days in session in the regular work year for the teacher shall include:
 - a. Five (5) non-instructional days for professional development purposes;
 - b. One (1) year end administrative day;
 - c. Four (4) early dismissal days for completion of required reports, parent/teacher consultation, and curriculum development and implementation.

4. The Christmas Break period shall commence on the Monday immediately preceding December 26. Schools shall reopen on the Monday immediately following January 1 unless January 1 falls on a Sunday, in which case school will reopen on Tuesday, January 3.
5. 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, schools shall reopen on the Wednesday following the fourth Monday in March.
6. If the Superintendent requests a teacher to work beyond the regular work year, the teacher may elect to work and shall be paid 1/200 per diem of their annual salary, and all other benefits and conditions provided by this Collective Agreement shall apply to such work. If the teacher and the Superintendent mutually agree, equivalent time may be taken off during the regular work year.
7. Activities for non-instructional days shall be planned by each school staff or the Professional Development Committee and approved by the Board. By June 1 of each year, the Board will have the option to select in consultation with the Local two days for District wide Professional Development in the subsequent school year.

ARTICLE D.23 INSTRUCTIONAL TIME AND SCHOOL DAY

1. A teacher's assigned instructional time shall be defined as time during the instructional week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities, including study periods, recess, home room, period change, negotiated non-instructional time, and any other assigned student contact time.
2. A teacher's weekly assigned instructional time shall not exceed 25 hours per week for full time elementary teachers and 27.5 hours per week for full time secondary teachers and 26.25 hours for full time middle school teachers.
3. In an elementary school the duration of the school instructional day shall not exceed six consecutive hours and in a middle school six hours and five minutes inclusive of: recess, a regular noon intermission as defined in Article D.25.2 (Supervision); and scheduled non-instructional time set out in this Article.
4. A full time teacher assigned to an elementary school shall use minutes per Article D.4 Preparation Time for non-instructional educational purposes and a part time teacher shall be entitled to non-instructional time which is pro rated in proportion to their appointment.
5. In a secondary school the duration of the instructional day for each teacher shall not exceed six and one-quarter consecutive hours including:
 - a. instructional time not to exceed 5 hours and 30 minutes including home room, Student Management Systems, and time for students to change classrooms; and

- b. a regularly scheduled noon intermission of at least 45 minutes.
- 6. In the secondary schools part time assignments, when practical, shall be scheduled in consecutive teaching blocks.
- 7. By agreement of the teacher and the Local an instructional assignment may be scheduled outside the duration of the school day. Such instructional assignment shall be calculated as part of the teacher's total instructional time.
- 8. Non-instructional time at the secondary school and middle school shall be a minimum of 12.5% of a teacher's instructional time.
- 9. Non-instructional time shall normally be in block of not less than thirty (30) minutes.
- 10. Teachers shall be relieved from regular planning and teaching duties for consultation with Educational Assistants, Paraprofessionals, Teachers' Aides, Teachers' Assistants, associated professionals, other teachers and parents. A pool of time equivalent to fifteen (15) minutes per FTE teacher per week at each school will be available for release time for teachers to assist with consultation. The procedures for the use of this time shall be established by the Principal in agreement with the School Instructional Staff.

ARTICLE D.24 STAFF MEETINGS

- 1. For the purpose of this Article a staff meeting is defined as a meeting of all the teaching staff assigned to a school, or a recognized unit thereof, called by a Principal, Vice Principal or designate to discuss and deal with the business of the school.
- 2. A list of twelve (12) regularly scheduled staff meetings will be posted at the beginning of the school year.
- 3. A written, itemized agenda shall be distributed to all staff at least five (5) days before the regular staff meeting.

All staff members shall have the right to place items for consideration on the staff meeting agenda.

- 4. Written minutes of staff meetings shall be kept and circulated to all staff members.
- 5. Teachers shall not be required to attend staff meetings:
 - a. which commence before classes begin or which conclude later than two (2) hours after dismissal of students;
 - b. during recess or during the noon intermission;
 - c. on weekends, holidays or other days when school is not in session except on Board administered non-instructional days.

6. Part time and itinerant teachers shall attend staff meetings whenever practical or when the staff meeting directly follows the teacher's instructional assignment.

ARTICLE D.25 SUPERVISION

1. A teacher shall not be required to perform daily bus supervision.
2. Each teacher shall have a supervision free lunch break of forty-five (45) minutes. A Local School Staff Committee in agreement with the Principal may, subject to the approval of the Board, vary the length of the lunch break by up to ten (10) minutes.

ARTICLE D.26 EXTRA-CURRICULAR ACTIVITIES

1. In this agreement, extra-curricular programs and activities include all those that are beyond provincially prescribed and locally determined curricula of the school.
2. The Board and the Local recognize that extra-curricular activities are an important aspect of school life, are beneficial to students, and enhance student teacher relationships. A teacher participates in such activities on a voluntary basis.
3. When employees are involved in the approved extra-curricular program of the school or District they shall, for purposes of liability, be covered by the Board's insurance.

ARTICLE D.27 HOME EDUCATION

1. Pursuant to the School Act and Regulations a home schooled student is a child who is:
 - a. educated at home or elsewhere by a parent/guardian who has registered the child in a school of the parent's choice over which the Board has jurisdiction; and
 - b. provided access to a school's educational services in accordance with the Regulations.
2. A teacher assigned responsibility by the Board for any educational services to home schooled students shall be given adequate time and Educational Resources to provide such services within the weekly instructional assignment.
3. A home schooled pupil assigned by the Board to a teacher's class shall be counted as part of the enrollment for that class.

ARTICLE D.28 TECHNOLOGICAL CHANGE

1. Definition

A technological change shall be defined as:

- a. the introduction by an employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously used by the employer in that work, undertaking, or business, or
- b. a change in the manner, method, or procedure in which an employee is required to carry out their work that is related to the introduction of that equipment or material.

2. Notice and Discussion

- a. When the Board is considering a technological change it will inform the Local.
- b. When the Board intends to introduce a technological change which affects the terms and conditions of employment of teachers to whom the Collective Agreement applies and/or alters significantly the basis on which the Collective Agreement was negotiated, the Board shall notify the Local in writing. Such notice shall be given at least ninety (90) days before the introduction of the technological change. As soon as possible, once such notice is given, the Board agrees to discuss the matter with the Local.

3. Information

- a. The notice of intent to introduce a technological change shall contain:
 - i. the nature of the change;
 - ii. the effective date of the change;
 - iii. the approximate number, type, and location of teachers likely to be affected by the change; and
 - iv. the effects or anticipated effects on the teachers concerned.
- b. The Board shall update this information as new developments arise and modifications are made.

4. Negotiation

Once notice of a technological change has been given the Board shall, at least sixty (60) days before the intended change or major educational reorganization, negotiate with the Local ways in which employees in the bargaining unit who will be affected can adjust to the effects of the technological or major educational reorganization change. These

adjustments will include, but will not be limited to retraining, reassignment, severance, and safety considerations.

5. Should the parties fail to reach agreement, the outstanding problems would be subject to resolution through Article A.6 (Grievance Procedure).
6. Resulting Agreement

When the parties agree to appropriate solutions to the problems arising out of the 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 Collective Agreement and shall be subject to Article A.6 (Grievance Procedure).

ARTICLE D.29 HEALTH AND SAFETY

1. A District Health and Safety Committee shall be established to assist in creating a safe and healthful place of work and learning, in accordance with Industrial Health and Safety Regulations of the Workers' Compensation Act. The Committee shall be composed of an equal number of Local, C.U.P.E. and Board representatives, but with a minimum of two (2) representatives from each body.

The committee shall:

- a. hold meetings at least once per month during the school year for the review of:
 - i. reports of current accidents, their causes and means of prevention;
 - ii. remedial action taken or required by the reports of investigations and inspections;
 - iii. any other matters pertinent to health and safety;
- b. determine that regular inspections of the place of employment are carried out as required by WorkSafe BC Regulations.
- c. determine that the provision of health service as outlined in the *School Act* is carried out;
- d. recommend annual educational programs and measures required to attain compliance with the *School Act* and the Workers' Compensation Board of B.C. and the correction of hazardous conditions;
- e. record minutes of all meetings and forward copies to the Board, Local, C.U.P.E., work sites and the appropriate Workers' Compensation Board Officer; and

- f. provide each employee with time and resources to implement (WHMIS) at all work sites in the District.
- 2. The Board shall consider all recommendations made by the Health and Safety Committee. Upon request written reasons shall be given to the Committee for any recommendation(s) not carried out.
- 3. Where a teacher believes that working conditions are unsafe or there is a health risk, the teacher shall immediately report the situation to their Principal, who shall within 24 hours of receiving notification inform the District Health and Safety Committee for action.
- 4. A teacher shall not be required to work at a job or on a work site which the teacher believes is unsafe until the Health and Safety Committee has declared the job and/or work site to be safe.

ARTICLE D.30 WORKING AND LEARNING ENVIRONMENT

- 1. The Board and the Local agree that in all but exceptional circumstances all indoor school activities shall be conducted in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level, and other physical conditions are hygienic and conducive to effective working and learning.
- 2. Where a teacher has a concern in this area, they will report that concern to the appropriate Principal or Vice Principal who will attempt to resolve the matter in the shortest reasonable time. Where the matter is not resolved to the satisfaction of the teacher, they shall have the right to ask the Local to take the concern to the Health and Safety Committee.

ARTICLE D.31 JOINT WORKING AND LEARNING CONDITIONS COMMITTEE

- 1. A Joint Working and Learning Conditions Committee shall be established consisting of three (3) Local Representatives and three (3) Board Representatives, one of which shall be a Trustee.
- 2. The purpose of the Committee shall be:
 - a. to facilitate teacher input in the development and revision of District Policy and Regulations affecting the conditions under which teachers carry out their duties;
 - b. to review matters of educational concern; and
 - c. to consider working conditions matters brought before the Committee, and to make recommendations to the Board and the Local throughout the year.
- 3. The Committee shall meet within seven (7) days of a written request from either party.

ARTICLE D.32 LOCAL INVOLVEMENT IN BOARD BUDGET PROCESS

1. The Local shall have the opportunity to provide input to the Board prior to a meeting where the Board or Board Officials set the District’s Annual Operating Budget.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

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

2. Definitions

a. Harassment includes:

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

b. Sexual harassment includes:

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

3. Resolution Procedure

a. Step 1

- i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
- ii. Before proceeding to Step 2, the complainant may approach their administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to Article E.2.5 Informal Resolution Outcomes.

b. Step 2

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

c. Step 3

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

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

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

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

4. Remedies

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

5. Informal Resolution Outcomes

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
 - i. All discussions shall be solely an attempt to mediate the complaint;

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

6. Training

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

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

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

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

ARTICLE E.20 POSTING VACANT POSITIONS

DEFINITIONS:

Appointment

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

Position

A teaching position is a specified subject area(s) and/or program(s), and/or grade level(s) on a full time or specified part time or itinerant basis at a designated school(s) or work location(s).

Vacancy

A vacancy is a newly created position or an existing position vacated by the incumbent.

Assignment

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

1. All teachers in the District are eligible to apply for all vacancies.
2. All vacancies of or greater than 0.1 FTE and of twenty (20) days duration or longer shall be posted in all schools, at the School Board Office and on the District’s website as soon as they become known, for a period of seven (7) calendar days. During the school instructional year copies of all postings shall be forwarded at the time of posting to the Local, Local School Staff Representatives, and the TTOC Representative.

3. With the agreement of both parties, vacancies of less than 0.1 FTE may be offered by seniority to qualified teachers in the work location of the vacancy. Should there be no qualified teachers in the work location of the vacancy the position shall be posted.
4. During July and August the posting shall be extended by an additional seven (7) calendar days and vacancies shall be posted at the School Board Office and on the School District website with a copy to the Local and the Teacher Teaching on Call representative.
5. If at the end of the posting period no qualified, internal applicant has applied, vacancies may be advertised outside of the District.
6. Every posting shall contain the following information:
 - a. identification of the teaching position to be filled, i.e. subject area(s), grade level(s) and work location, full time or specified part time, itinerant, and any other pertinent descriptive information;
 - b. start date and, if applicable, end date;
 - c. required qualifications, which shall be reasonable, legitimate requirements for the position.
7. Prospective appointees shall be informed in writing of the nature and location of the position, the expectations of the Board and of the school and of the learning, working and living conditions in the district, prior to appointment.
8. Advertisements and application forms for appointment to the teaching staff of the District shall not include reference to extra-curricular activities and programs and such matters shall not form part of any contract of employment.

ARTICLE E.21 FILLING VACANT POSITIONS

1. The Board shall fill vacancies other than those for Positions of Special Responsibility on the basis of seniority, provided the applicants have the necessary qualifications as defined in Articles C.2 and C.5 (Seniority and Layoff, Recall and Severance).
2. When a teacher is returning to their position from a leave of absence not exceeding one year, the position shall be filled on a temporary basis as per Article C.21 (Temporary Teachers' Employment Rights).
3. Positions shall be filled within five (5) school days of the end of the posting period, provided there are qualified, internal applicants.
4. In filling any position, qualifications shall be those stated in the posting.
5. A list of the names of all internal applicants for each position shall be provided to the Local President upon request.

6. A Selection Committee consisting of the Principal or Vice Principal, a representative of the Local School Staff Committee, the Superintendent, and others designated by the Board will be established to assist and advise the Superintendent in the filling of each vacant position pursuant to this Article. The individuals on the committee may vary depending on the vacant position.
7. If a new or existing position becomes vacant after September 1 and the successful applicant is currently employed in another full time position or in a part time position which may conflict with the scheduled assignments of the vacant position, the position will be filled according to the following conditions. Successful applicants shall fill the position either:
 - a. immediately or at the conclusion of the next natural break in the school year;
 - b. at the beginning of the next school year; or
 - c. at another time mutually agreed upon by the Superintendent and the Local.

In the event that the successful applicant defers assuming the position, the position shall be re-posted and filled on an interim basis. If the intervening period is less than twenty (20) days, the position may be filled without re-posting.

For the purposes of this article, "the next natural break" means the Winter Break, Spring Break, or term or semester change.

8. The name of the successful applicant shall be posted in the same manner as the original posting.
9. A Local representative as well as a representative of the Local School Staff Committee, if applicable, will be entitled to take part in a Selection Committee established to interview applicants for the position of Principal, Vice Principal or District Administrator.
10. A vacancy in a Position of Special Responsibility in the bargaining unit shall be posted in all schools and in the District Office and may be advertised and shall be filled by competition.

ARTICLE E.22 OFFER OF APPOINTMENT TO THE DISTRICT

1. An applicant shall be entitled to rely on an offer of employment only from a bona fide representative of the Board (i.e. Superintendent, Assistant Superintendent, Director of Instruction, Secretary Treasurer, Director of Human Resources, or Principal).
2. The Board shall confirm an offer of appointment to the District, in writing or by electronic mail within 48 hours of Board ratification.

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.
4. With reference to Article C.2.2.b.ii (Seniority Verification Process), an employee shall be deemed to receive a continuing appointment on the start date of that continuing appointment.

ARTICLE E.23 POSITIONS AND ASSIGNMENTS

New and Changed Positions and Assignments

The following provisions shall apply to changes in positions and assignments, including changes made during the year-end staffing process.

1. Positions and assignments shall be the responsibility of the Principal subject to the provisions of this Article (Positions and Assignments). The School Staff, including the Administration, shall meet prior to April 30 for the purpose of determining the timetable and staff assignments for the next school year and, if necessary, any new or existing teaching positions that require filling in the school, and shall meet thereafter as required.
2. Except as otherwise provided in this article, alterations in a teacher's assignment shall be made only within their teaching position.
3. Principals, Vice Principals and Directors of Instruction will return to the Bargaining Unit pursuant to the School Act, Section 21, and this Collective Agreement.
4. Alterations of assignment within a teaching position are not posted.
5. A teacher's assignment shall be based on the following factors:
 - a. teacher qualifications;
 - b. equitable distribution of work load;
 - c. appropriate academic training, or subsequent course work;
 - d. relevant experience in the subject or teaching area;
 - e. ability to meet the curricular and program needs of the school;
 - f. personal preference of the teacher; and
 - g. district seniority.
6. However, where alterations to an assignment are made they shall be made in such a way that teachers within a school retain their positions within that school in accordance with their appointments.

7. However, where declining grade and/or course enrollments necessitate assignment changes that would result in a reduction of a teacher's appointment, the teacher shall be offered additional assignments outside of their position, and that change in position need not be posted.

Unless a teacher with more seniority volunteers, the teacher who is offered a change in position shall be the teacher with the least seniority in the department or grade level.

8. Where declining grade and/or course enrollments would result in a teacher being declared surplus to a school, a teacher shall be offered, wherever possible, another position within the school and that change of position need not be posted. Unless a teacher with more seniority volunteers, the teacher who is offered a change in position shall be the teacher with the least seniority in that department or grade level.

9. If a teacher is requested to assume teaching responsibilities in an area outside of their training and experience, and if the teacher agrees to do so, additional training as required will be provided by the Board.

10. In the event that there is no other position available that the teacher is qualified to fill, the teacher shall be declared surplus and shall have the right to transfer to another school in accordance with the following:

- a. The Board shall identify:

- i. all vacant positions; and
- ii. all other positions within the district which are held by teachers with less seniority. (The teacher shall be entitled to select one of the positions so identified, commensurate with seniority and qualifications.)

- b. Any teacher displaced by this process will be declared surplus and the same process shall be followed as set out in E.23.10.a above.

- c. Any teacher not placed will be so informed and given notice of termination in accordance with Article C.2 and C.5 (Seniority and Layoff, Recall and Severance).

Unless a teacher with more seniority volunteers, the teacher who is declared surplus pursuant to this article, shall be the teacher in that school who has the least district wide seniority, provided that the teachers retained on the active teaching staff of the school possess the necessary qualifications for the positions available.

11. If a proposed assignment change involves an increase in appointment, only the increase constitutes a vacancy and shall be posted as such, subject only to Article E.23.12, below.
12. Assignments are to be arranged in such a way as to permit the creation of as many full time positions as possible, provided that:

- a. job sharing and limited part time opportunities exist pursuant to Article C.22 (Change in Appointments)
 - b. no teacher currently on the school staff involuntarily loses their teaching position in the school as a result of this arrangement.
13. Any additional teaching positions created as a result of Article E.23.12 above, shall be posted and filled in accordance with the provisions of Article E.20 (Posting Vacant Positions) and Article E.21 (Filling Vacant Positions).
 14. Special consideration in assignments will be given to a teacher returning from a medical leave of absence with reference to the reasons for the leave and the teacher's state of health upon return, and may involve a return to part-time teaching pursuant to Article G.20 (Sick Leave).
 15. Recommendations and decisions shall be made within the framework of, and are subject to, the provisions of this Collective Agreement.

ARTICLE E.24 TRANSFERS

1. For the purposes of this article transfer is defined as a reassignment between schools.
2. The Board may transfer a teacher to another school or work location only as specified in Article E.23 (Positions and Assignments), Article C.5 (Layoff, Recall, and Severance), and Article E.2 (Sexual Harassment). Transfers shall not be effected for disciplinary reasons.
3. A teacher who is transferred will be given at least ten (10) and normally not less than twenty (20) school days' notice in writing and there will be a full discussion with the teacher regarding the reasons for the transfer. On request, these reasons shall be provided in writing.
 - a. A teacher who is transferred may, within seven (7) days of notification, request a meeting with the Superintendent and a committee of the Board to discuss the reasons given. The teacher shall be accompanied at such meeting by a representative of the Local.
4. A teacher shall be transferred and assigned with consideration being given to their areas of preference, professional qualifications, and experience in regard to both field of specialization and level of instruction, and the needs of the district.
5. By May 1 of each school year, proposed staffing assignments for the subsequent school year shall be determined and discussed by the staff and the Principal.

ARTICLE E.25 NON-DISCRIMINATION

1. There shall be no discrimination against any employee covered by the Collective Agreement on the basis of any prohibited grounds of discrimination as defined in the Canadian *Charter of Rights and Freedoms*, the *B.C. Human Rights Code* or the *Labour Relations Code*. This includes, but is not limited to a teacher's race, colour, creed, age, physical ability, gender (including gender identity), sexual orientation, religious or political affiliation, national origin, marital status, and whether they have children. The Board shall not discriminate against any teacher and in particular in terms of hiring, promotion, transfer, salary, discipline and dismissal or because a teacher participates in the Local, carries out duties as a representative of the Local, or is involved in any procedure related to the interpretation or application of the Collective Agreement.
2. The Board and Local recognize the multicultural nature of our society and support all efforts to create a positive atmosphere of racial and ethnic harmony in a multicultural environment.
3. The Board and the Local do not condone and shall not tolerate any written or verbal expression of racism by any personnel. Any written allegation of racism involving a member of the Local shall be jointly investigated by the Superintendent and the President of the Local for report to both parties.

ARTICLE E.26 APPEALS

1. Preliminary Requirement

No appeal of an employee's decision, filed by a pupil, parent, or guardian under Section 11 of the School Act, will be received by the Board until the appellant has first discussed the matter with the employee(s) concerned unless the appellant has reasonable cause, acceptable to the Superintendent in consultation with the President of the Local, not to enter into such discussion.

2. Where a student entitled to an educational program in School District No. 64 or the parent/guardian of the student files, in accordance with the provisions of the School Act (Section 11) and Board Bylaw #3, a formal appeal of a decision made by a teacher:
 - a. the teacher shall be notified of the appeal and provided with a copy of the Notice of Appeal and any documents relating to the appeal;
 - b. the teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal;
 - c. the teacher may attend any meeting with the Board where the appellant is present and shall be accompanied by a representative of the Local;
 - d. the teacher shall be given written notice of the outcome of the appeal.

3. No decision or bylaw of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit, or process contained in this Collective Agreement or deprive the employee of any right, benefit, or process otherwise provided by law.

ARTICLE E.27 PERSONNEL FILES

1. There shall be only one District personnel file for each teacher and it shall be maintained at the School Board Office. Any other file relating to a teacher and kept at a school shall be forwarded to the School Board Office when the teacher leaves that school, to be incorporated into the District file and/or to be returned to the teacher.
2. After receiving a request from a teacher to review their District or school file, the Superintendent or the Principal of the school shall grant access to such file as soon as possible.
3. An appropriate School 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 documents relevant to the employment of the teacher shall be maintained in their personnel file. In the event that the Superintendent or the Principal does not agree to the removal of any document in the file, the teacher may attach a written response to the document or may grieve the matter under the Grievance Procedure on the grounds of lack of relevancy.
5. When material critical of the teacher is placed in their District Personnel File the teacher will be so informed and given a copy of the material.
6. Where material critical of the teacher, or in the nature of a reprimand, is placed in the file the teacher may elect to have the material removed two years after filing, provided that no further material of that nature has been subsequently filed.
7. Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate officials of the School District or legally authorized official agencies.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL DEVELOPMENT AND GROWTH

1. The Board and the Local recognize the importance of encouraging the professional growth of the teaching staff by facilitating professional development, retraining, individual programs of study, and training for new programs.
2. A Joint Professional Growth Committee comprised of two Local members (one of whom shall be the Professional Development Chairperson), two Board Members and the Superintendent or designate as Chairperson will oversee, plan and administer a jointly developed policy to encourage Professional Growth of the teaching staff. The Committee will meet on a regular basis in October, January, April, and otherwise as required.
3. A joint School Board and Local fund shall be established for the purpose of funding Professional Development and Professional Growth.

The fund shall be based on a Board contribution equivalent to 110 per cent of Category 5 Step 7 of the Teachers' Salary Scale from the previous school year and the Local shall pay in two installments (October 1 and March 1) a total amount equal to 11.5 per cent of the Board's contribution. The fund shall be divided into two accounts: 50 per cent to be used for Professional Development with the total Local contribution assigned to this account; and 50 per cent to be used for educational leave, retraining, or other Professional Growth purposes. Any surpluses remaining in the fund accounts shall be maintained in the accounts for future use.

- a. The first \$8,000 of Teacher Teaching on Call costs for those teachers granted Professional Development Leave of Absence shall be borne by the Board. The Board and Local shall contribute an additional \$3,000 each into this fund.
 - b. The Board shall contribute \$2,000 to assist in defraying costs incurred by the Professional Development Committee in administering the Professional Development Fund.
4. The Professional Development Account as established by the Board and the Local shall be controlled and administered by the Professional Development Committee according to the policies of the Local. The Committee is an autonomous committee composed of the Professional Development Chairperson as Chairperson, the Superintendent or designate, a School Trustee, and three additional representatives of the Local. This committee will meet on a regular basis in October, January, April, and as required.
 - a. The Professional Development Account will not be required to finance curriculum implementation in the District.
 5. All long-term Professional Growth activities, usually involving more than three days' duration, will be administered by the Joint Professional Growth Committee. Routine approvals of requests for funds from the Professional Growth Account may be made on

an ongoing basis and shall be based on priorities established by the Committee on an annual basis. Summary reports covering applications, funding and the balance remaining in the Account will be written and available after scheduled meetings.

- a. Retraining is understood to be a cooperative undertaking combining theory and practice involving the Board, the individual teacher, and the Local. Retraining should provide sufficient curricular and organizational information to the teacher to allow them to adapt to the instructional requirements of their position with confidence and in the shortest time possible.
 - i. Retraining should occur when the teacher has been or is to be reassigned to a significantly different grade level, teaching position, or subject area. It is preferable that retraining occur prior to such assignment.
 - ii. Prior to assuming the new assignment, the teacher may intern with a colleague at the assignment level or be assisted by colleagues and/or supervisory personnel. Should retraining not occur prior to the new assignment, the teacher shall receive support from colleagues and/or supervisory personnel and be granted opportunity to visit other classes during the initial month of that assignment.
- b. Within budget limitations, The Board agrees to pay up to three hundred dollars (\$300.00) per teacher to defray legitimate expenditures in maintaining and upgrading qualifications through participation in credit courses, non-credit courses, colleague observations, and other appropriate programs. Situations involving more than three hundred dollars (\$300.00) shall be referred to the Joint Professional Growth Committee.
- c. Within budget limitations, the Board agrees to pay all legitimate costs for the Professional Growth of teachers involved with new programs that have been approved by the Board and the Joint Professional Growth Committee.
- d. A teacher should apply to the Committee in advance, using the appropriate form.

ARTICLE F.21 TEACHER AUTONOMY

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

ARTICLE F.22 EDUCATIONAL CHANGE

1. The Board and Local agree that teachers are key agents in the implementation of educational change.

2. The Superintendent, upon recommendation of the Local, shall meet with the Local to set the terms of reference and establish district committees as required to investigate, analyze, and/or implement significant educational change.
 - a. The following factors shall be considered by the committees in implementing significant educational change in the district:
 - i. teachers, both individually and collectively, should be clear about the value, content, and process of any proposed change;
 - ii. adequate and appropriate resources, including the following, should be provided to support any proposed change:
 1. Physical Resources
Appropriate facilities, equipment, and learning resources
 2. Organizational Resources
Provision to adjust class sizes accordingly
 3. Professional_Support
Adequate training and in-service;
 - iii. teachers should be provided with adequate time to implement the educational change;
 - iv. new programs and curriculum should be pilot tested in the District prior to system wide adoption of the change; and
 - v. implementation of educational change should acknowledge the uniqueness of island communities with their diverse student/parent needs and expectations.

ARTICLE F.23 SCHOOL ACCREDITATION

1. The Board and the Local agree that Ministry Policy, or School Act and Regulations covering accreditation, shall constitute the provisions under which school accreditation processes shall occur.
2. Pursuant to Article F.23.1 above, when accreditation of a school is voluntary, it shall only take place when the majority of the teaching staff of that school, including administration wish to undertake the process.
3. The teaching staff including administration shall:
 - a. establish the goals and objectives of the accreditation process; and

- b. make recommendations to the Board on the resources which it believes should be committed to the process. These recommendations may include, but are not limited to the following:
 - i. staff release time;
 - ii. clerical support; and
 - iii. appropriate technology.
- 4. The Board shall ensure that all funds and resources available from the Ministry in support of the accreditation/assessment process shall be dedicated to that process.
- 5. The Board shall make the final determination of the resources to be applied to accreditation in any school, over and above the Ministry funding for such purpose, based upon the recommendations under Article F.23.3 above.
- 6. A committee of the Board shall meet with the school's accreditation steering committee, including the school administration, to develop a mutually agreeable implementation plan, including implementation, time lines, and funding requirements, for those recommendations on which there is an agreement between the external team and the school staff. At the request of the school's steering committee, the board's committee shall meet with the steering committee to discuss and update the implementation plan on an ongoing basis.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

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

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

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

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

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

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

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. [See also Article G.4.5]

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

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
 - b. Any person who lives with an employee as a member of the employee’s family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.
 3. In addition to leave provided in clauses 1 and 2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of this clause “family member” means:

- a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
- b. in relation to an employee's spouse or common-law partner or same-sex partner:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and

- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

Local Provisions:

5. Additional days, or bereavement leaves may be granted at the discretion of the Superintendent with pay or with pay less cost of a Teacher Teaching on Call or without pay.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

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

Implementation:

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

[See also Article G.33 (Discretionary Leave)]

ARTICLE G.6 LEAVE FOR UNION BUSINESS

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Article G.6.1.a and G.6.2 through G.6.10 do not apply in School District No. 64 (Gulf Islands). See also Article G.7 (TTOCs Conducting Union Business), G.8 (TTOCs – Conducting Union Business

Negotiating Team), G.27 (President’s Release), G.28 (Release Time for Local, BCTF, CTF, and Teacher Regulation Branch Business), and G.29 (Secondment, Election and Exchange)]

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

Not applicable in School District No. 64 (Gulf Islands) – See LOU No. 14.

ARTICLE G.20 SICK LEAVE

1. Sick leave with pay is earned by a teacher at the rate of one and one half (1 1/2) days for each month in the service of the Board. For the purpose of this Article, if the teacher teaches any portion of a month, they shall be entitled to the monthly credit. A part time teacher shall accumulate sick leave in proportion to their appointment.
2. Any days during which the teacher has been absent with full pay for reasons of illness, injury, or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
3. Fifteen (15) days of sick leave shall be credited to each teacher at the beginning of each school year. A teacher 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. A part time teacher shall have sick leave credited in proportion to their appointment.
4. There is no maximum to the number of days of sick leave that may be accumulated. The maximum number of sick leave days that may be utilized by a teacher in any school year must not exceed 120 days.
5. Accumulated sick leave shall be reported monthly on pay slips.
6. A teacher may be required to provide medical certificates signed by a medical practitioner in relation to any absence due to illness, injury or unavoidable quarantine.
7. If there is a break in service a teacher shall upon resumption of employment be entitled to the balance of their leave credit remaining at the time of the interruption of service, provided they are re-employed within twenty-four (24) months. A teacher shall not be entitled those leave credits that were previously ported from SD No. 64 to another district, pursuant to Article G.1. Pursuant to Article G.1, an employee who is rehired to SD No. 64 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.
8. If a teacher ceases to be employed by the Board any sick leave days which were used but not earned will be repaid to the Board by the teacher.
9. Partial Medical Leave
 - a. When a full time employee produces a medical certificate stating that the employee, while medically unable to work full time, is capable of working part time, the employee's assignment may be reduced or they may be reassigned to a

part time position where it is practical to do so. Such a change should reflect the capability of the employee to handle the new position.

- b. Any employee on partial medical leave will earn sick leave proportionately for the portion of time worked pursuant to Article G.20.3 above.

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

ARTICLE G.21 WORKERS' COMPENSATION

1. Where a teacher suffers from a disease, including a communicable disease, or incurs personal injury (which disease, illness, or injury is herein after called the "disability") and they gain compensation under the *Workers' Compensation Act*, they shall not be required to use their sick leave credits for lost time.
2. All moneys 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 the disability suffered or incurred.
3. Compensation does not include a disability pension or other final settlement award arising from such a disability. Compensation means periodic payments during the period of temporary disability.

ARTICLE G.22 MATERNITY LEAVE

1. A pregnant teacher shall be granted upon request a leave of absence:
 - a. as provided in Part 6 of the *Employment Standards Act*, or
 - b. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester, or following the spring break.
2. Maternity leave shall be counted for salary purposes as teaching service with the Board.
3. Supplemental Employment Benefits on Maternity Leave:
 - a. When a teacher takes the maternity leave to which they are entitled pursuant to the *Employment Standards Act*, the Board shall pay the teacher:
 - i. 95% percent of their current salary for the first two weeks of the leave, and, where the teacher is eligible to receive EI maternity benefits, and
 - ii. the difference between 80% percent of their current salary and the amount of EI maternity benefits received by the teacher, for a further 15 weeks.

- b. The Board agrees to enter into the Supplemental Employment Benefit (SEB) Plan agreement required by the *Employment Insurance Act* in respect of such maternity payment.
- 4. Extended Maternity Leave:

Teachers granted leave under Article G.22 who choose not to return to work at the expiration of that leave may apply for Extended Maternity Leave without pay.
- 5. Use of Sick Leave:

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

ARTICLE G.23 PATERNITY LEAVE

- 1. To attend the birth of his child and/or care for the family during and after the birth, the father may apply for and shall be granted Paternity Leave with pay up to a maximum of six (6) days.

ARTICLE G.24 ADOPTION LEAVE

- 1. In the case of adoption, Maternity Leave may be applied for and shall be granted for up to the period set out in the *Employment Standards Act* for post natal leave, and shall commence from the date of arrival of the child in the home.
- 2. 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.

ARTICLE G.25 PERSONAL EMERGENCY LEAVE

- 1. A teacher shall be granted up to five (5) days' leave with pay per teaching year for significant personal reasons including but not limited to illness in the family, disaster in the family, or inclement weather. In the case of inclement weather an additional two (2) days shall be granted.
- 2. These leaves to be approved by the Superintendent. Personal Emergency Leave is not cumulative.

ARTICLE G.26 COURT ATTENDANCE

- 1. Leave of absence for jury duty, jury selection or when a teacher is subpoenaed as a witness in a criminal or civil proceeding shall be granted with pay. Witness or jury duty

fees when received shall be paid to the Board. Normal per diem allowances for parking, day-care, travelling or meals will be retained by the teacher.

2. A teacher who is party to a court action shall be granted leave without pay to attend in court as required.

ARTICLE G.27 PRESIDENT'S RELEASE

1. The Board hereby agrees to release the President of the Local from teaching duties for a percentage of time as requested by the Local.
2. The Board will continue to pay the President's salary and pension premiums and to provide benefits as specified in this Collective Agreement. The Local will reimburse the Board monthly for the Local's portion of the President's salary and benefits costs excluding pension premiums in proportion to the percentage of time requested by the Local.
3. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the employ of the Board in accordance with their appointment.
4. The teacher returning to full teaching duties from a term or terms as President shall be assigned to the position held prior to the release or to another position acceptable to the teacher and the Board.

ARTICLE G.28 RELEASE TIME FOR LOCAL, B.C.T.F., C.T.F., AND TEACHER REGULATION BRANCH BUSINESS

1. A teacher bound by this Collective Agreement who is:
 - a. a member of the Executive Committee of the Local, the B.C.T.F., or the C.T.F.;
 - b. a member of the BC Teachers' Council;
 - c. appointed an official representative or delegate of the Local or the B.C.T.F.;
 - d. authorized by the Executive Committee of the Local or the B.C.T.F. to attend a meeting in a matter of business requiring absence from school;
 - e. the Chief Negotiator of the Local Bargaining Team;
 - f. a member of the Local Bargaining Team; or
 - g. a Staff Representativeshall, on request to the Superintendent be entitled to release time from instructional duties to carry out their official responsibilities.

2. Such release from duty shall be granted without loss of pay on the understanding that the Board is reimbursed the actual cost of the Teacher Teaching on Call who replaces the teacher on leave.
3. The total number of days for leave granted to any one teacher pursuant to this Article shall not exceed:
 - a. ten (10) days for the Local's Chief Negotiator for the purposes of preparation for bargaining;
 - b. fifteen (15) days for a member of the Executive Committee of the B.C.T.F., C.T.F. or BC Teachers' Council; and
 - c. eight (8) days for all others.
4. Additional leaves may be granted upon approval of the Superintendent.
5. Should contract negotiations occur during instructional hours, the Board shall pay the cost of TTOCs for the members of the Local bargaining team to a maximum of ten (10) TTOC days and share equally the cost of TTOCs for a further twenty (20) days.

ARTICLE G.29 SECONDMENT, ELECTION AND EXCHANGE

1. A teacher may be granted leave if seconded to the Ministry of Education, to the D.N.D., to the B.C.T.F. or to a term at a post-secondary institution.
2. A teacher may be granted leave for the purpose of teacher exchange or for programs such as CUSO.
3. A teacher elected to a full-time position as an officer of the B.C.T.F. or appointed on a term contract of employment to the administrative staff of the B.C.T.F. shall be granted leave without pay for a period of up to two (2) years which may be extended upon the approval of the Board. For purposes of pension, experience and seniority, the teacher shall be deemed to be in the employ of the Board in accordance with their appointment.
4. A teacher who intends to return upon completion of their secondment or contract period shall be entitled on written notice of at least thirty (30) school days to return to employment with the Board. A teacher shall be entitled to return at an earlier date at the beginning of January term if a position is available or at the beginning of any school year. Placement upon return shall be to the position held prior to the release or to a similar position.

ARTICLE G.30 LEAVE FOR ELECTIVE OFFICE AND COMMUNITY SERVICE

1. When a teacher is nominated as a candidate and wishes to contest a 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 without pay or benefits and without accruing increments during the leave period.
2. A teacher elected or appointed to a municipal or regional district office or public board shall be granted leave of absence with pay less cost of a TTOC up to a maximum of ten (10) days in any one school year.
3. A teacher involved in a community service may be granted, less the cost of a TTOC, leave of absence up to a maximum of five (5) days in any one school year.

ARTICLE G.31 LEAVE FOR EXAMINATION

1. Leave of absence with pay may be granted so that a teacher may attend an examination which cannot be scheduled outside of normal working hours, provided that the Board is satisfied that the examination is for a purpose useful to the District.

ARTICLE G.32 LONG TERM LEAVE

1. Each school year, a teacher may be granted long-term leave without pay for up to one school year provided that a satisfactory replacement is available.
2. The leave will normally begin and end with natural breaks in the school year.

ARTICLE G.33 DISCRETIONARY LEAVE

1. The Board will grant to any teacher on continuing or temporary appointment, one (1) day's leave of absence at pay less cost of Teacher Teaching on Call each school year.
2. In addition, the Board will grant to any teacher on continuing or temporary appointment on Pender, Mayne, Galiano, and Saturna, one (1) day's leave of absence with pay each school year.
3. The leave shall not be taken immediately prior to or immediately following Christmas, Spring Break, or Summer Holidays.
4. Whenever possible, the teacher shall notify the principal one week in advance of the leave occurring and in no case less than twenty-four (24) hours in advance.
5. Teachers need not provide a reason for the requested leave.

6. Unexpended leave is not cumulative.

[See also Article G.5 (Unpaid Discretionary Leave)]

ARTICLE G.34 OTHER LEAVES

1. A teacher may apply for a leave of absence of up to five (5) days for any purpose, such as personal, cultural, travel, educational, community, athletic, Association activities, or examinations. The Superintendent shall consider such leaves on an individual basis and may grant such leaves with or without pay.
2. A teacher may apply for a leave of absence of more than five (5) days for any purpose, such as parenthood, teacher exchange, or educational reasons. The Superintendent shall consider such leaves and may recommend approval to the Board with or without pay.

ARTICLE G.35 CONSIDERATION OF LEAVES

1. The Superintendent and the Board shall not administer the provisions of Articles G.20 through G.34 in an arbitrary or capricious manner.

ARTICLE G.36 SELF-FUNDED LEAVE PLAN

1. The purpose of the Plan is to enable teachers to plan and fund a leave of absence of not less than four (4) consecutive months, beginning and ending with natural breaks in the academic year, by regularly investing a portion of salary over a period of years.
2. Eligibility requirements shall be determined by a committee of two representatives each of the Local and the Board and this Committee shall determine other matters as are required for the operation of this Plan.
3. The Board shall maintain and pay for the fringe benefits for the participants, in accordance with the terms set forth in Article B.11 (Benefits) of this Collective Agreement, as though the teacher were actively employed by the Board.
4. Upon return from leave, the participant will be assigned to the same position held prior to taking the leave unless a different assignment is mutually agreed to.

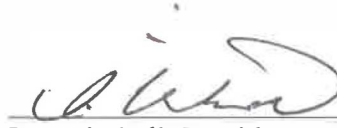
The Self-Funded Leave Plan is appended to this Collective Agreement as Appendix A.

SIGNATURES

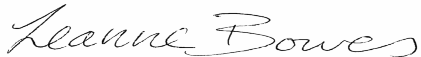
Signed at _____, British Columbia, this ___17th___ day of _____December_____, 2021



Tisha Boulter, Board Chair
School District No. 64 (Gulf Islands)



Ian Mitchell, President
Gulf Islands Teachers' Association



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



Teri Mooring, President
British Columbia Teachers'
Federation

LOCAL APPENDICES AND LETTERS OF UNDERSTANDING

APPENDIX A: SELF-FUNDED LEAVE PLAN

- A) It is desired to establish for the benefit of employees of the board a plan to enable them to fund leaves of absence from employment of not less than four (4) consecutive months through deferral of salary on such terms as maybe set out in this agreement,
- B) It is intended that such plans qualify as "prescribed plans" within the meaning of Regulation 6801 of the Income Tax Act (Canada), the following sets out the terms of the Self-Funded Leave Plan for the eligible employees of the Board of Education of School District No. 64 (Gulf Islands).

1. DEFINITIONS

"Accrued interest" means the amount of interest earned in accordance with clause 3.c 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.e whichever is later.

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

"Local" means the Gulf Islands Teachers' Association.

"Board" means the Board of Education of School District No. 64 (Gulf Islands).

"Committee" means a committee as defined by agreement between the Board and the Local.

"Contract year" means the 12-month period from July 1 to June 30.

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

"Deferral Period" shall be the number of years not to exceed six (6) years for which compensation is deferred in accordance with clause 3.a including the years referred to in clauses 4.d and 4.e, if applicable.

To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

"Deferred compensation amount" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause 3.a and augmented from time to time by interest thereon calculated in accordance with clause 3.c but less all interest paid to the participant in accordance with clause 3.d.

"Eligible employee" means a member of the Local.

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

"Leave of absence" means the period described in clause 4.a.

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

"Participant" means an eligible employee who has completed a memorandum of agreement and whose application for participation in the plan has been approved by the Superintendent in accordance with clause 2.b.

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

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

2. APPLICATION

a. Formal Application

In order to participate in the plan, an eligible employee must make written application by way of schedule "A" to the Committee at least three months prior to the requested commencement of deferrals under the plan or at a date otherwise agreed between the Board and the Local, stating the date when the eligible employee wishes the deferrals to commence.

b. Approval

The approval of each application made under clause 2.a shall rest with the Committee. The Committee shall, at least one (1) month prior to the requested commencement of deferrals under the plan or at a date otherwise agreed between the Board and the Local advise each applicant of their approval or disapproval of their application, and if the latter, an explanation therefore.

c. Date of Participation

If the Committee gives approval in accordance with clause 2.b, the participation of the eligible employee in the plan will become effective on the date requested by the eligible employee, or if such date is not agreed to by the Committee, or if such date is not agreed to by the Committee then on a date which is agreed to by the Committee and the eligible employee. Deferred compensation must relate to services to be performed after the employee becomes a participant.

3. FUNDING FOR LEAVE OF ABSENCE

Funding for leave of absence shall be as follows:

a. Compensation Deferred

During each year of the deferral period, the participant will receive their current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement which is to be retained by the Board and less statutory deductions and other withholdings. Such percentage amount may be varied, subject to clause 3.b, by giving written notice to the Board at least one (1) month prior to July 1 in any year for the next or subsequent years.

b. Maximum Percentage Deferred

The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one third ($33 \frac{1}{3}$) per cent of the salary or wages that would otherwise have been received by the participant in respect of those services in that calendar year.

c. Investment of Deferred Compensation

The monies retained by the Board for each participant, in accordance with clause 3.a, including interest thereon (until paid out in accordance with clause 3.d) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible financial institution. The monies retained shall be forwarded to the eligible financial institution within fifteen (15) calendar days. The Committee shall choose such eligible financial institution and in making such determination the Board, the Local and members of the Committee shall not be liable to any participant for any investments made which are authorized by this clause.

d. Insolvency

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.

e. Payment of Accrued Interest

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

Any such earnings paid to a participant under the Plan represent employment\ income. Accordingly, Form T4 shall be used by the financial institution to report the earnings; the usual tax withholdings and remittances shall be made.

f. Reporting to Participants

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 LEAVE OF ABSENCE

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

a. Minimum Length of Leave

The leave of absence shall be for not less than four (4) consecutive months.

b. Manner of Payment During Leave

The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event payments shall not be more frequently than provided for the payment of regular salaries and all amounts payable shall be paid to the participant no later than the end of the first taxation year that commences after the end of the deferral period.

c. Amount of Payment During Leave

The total of the payments to be made to a participant in accordance with clause 4.b 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.

d. Board's Right to Refuse Leave

If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Memorandum of Agreement, the Board, upon not less than six (6) months' notice prior to the scheduled date for the

commencement of the leave, may in its discretion defer the leave of absence on one occasion only for one year.

In such case, the participant may choose to remain in the plan or may withdraw from the plan.

e. Participant's Right to Defer Leave

Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one occasion only, with the consent of the Superintendent given not less than six (6) months' notice prior to the scheduled date for the commencement of the leave, postpone such leave for one year.

f. Leave of Absence

The leave of absence shall immediately follow the deferral period.

g. Return To Employment

The participant shall return to employment with the Board or with an employer that participates in the same or a similar plan to fund leaves of absence for a period not less than the period of leave.

5. WITHDRAWAL

a. Termination of Employment

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

b. Withdrawal from Plan

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

c. Payment

Upon termination of employment and/or withdrawal from the plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days or, at the option of the participant, at a later date but no later than the end of the first taxation year that commences after the end of the deferral period. Upon such payment being made the Board shall have no further liability to the participant.

d. Upon Death

Should a participant die, the Board shall within sixty (60) days of notification of such death pay any deferred compensation amount retained at the time of death to the participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

6. TERMINATION OR AMENDMENT OF PLAN

The plan may be amended or terminated by agreement between the Board and the Local. Any amendment(s) shall be binding upon all present and future participants.

7. GENERAL

- a. The Board will bear the administrative expenses of the plan.
- b. The matters of the composition of the Committee, the assignment on return from leave, the salary and benefits after the leave and the payment of fringe benefits during the leave shall be dealt with by separate agreement(s) between the Board and the Local.
- c. Employment Insurance Premiums will be based on the gross salary during the deferral period and will not be payable during the leave period.

The Canada Pension Plan (CPP) deductions will be based on net salary during both the deferral period and the leave period. Where the deferred amounts are paid to the employee by a trustee, that trustee is deemed to be an employer of the employee by the CPP Act and is therefore required to pay the employer's contribution in respect of that employee. Any portion that the employee pays will not form part of the employee's gross salary.

SCHEDULE A: DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT

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

1. Enrollment date

My deferrals shall commence _____, _____

2. Number of years of participation

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

3. Period of leave

In accordance with clause 4.f, I shall take my leave of absence from _____, _____, to _____, _____ (not to be less than six (6) consecutive months), but I shall have the right in accordance with clause 4.e to postpone such leave for twelve (12) months and the Board shall have the right to defer such leave for twelve (12) months in accordance with clause 4.d.

4. Funding of Leave of Absence

In accordance with clause 3.a I direct that the Board withhold _____ per cent (not to exceed thirty-three and one third (33 1/3) per cent of one calendar year) of my current compensation amount during my participation in the plan.

5. Return to Employment

I understand that I may, by written notice given to the Board one month prior to the anniversary date of my participation in the plan, alter the percentage amount for the next or subsequent years.

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

Dated _____

Employee's Signature

AGREED TO BY THE BOARD

Dated _____

Superintendent of Schools

APPENDIX B: TEACHER EVALUATION CRITERIA

The following evaluation criteria shall be considered in teacher evaluation, but are not intended to be exclusive of other criteria. Specialists and non-classroom teachers may need to determine different criteria. Suitability and application of criteria shall be discussed by the teacher and the evaluator. Additions and deletions of criteria may be agreed to by the teacher and the evaluator.

EVALUATION CRITERIA

1. Teacher and the Curriculum

The teacher demonstrates knowledge and use of current provincial and local curricula in both planning and teaching. Also, the teacher exhibits a sound awareness of subject disciplines arising from prescribed curricula.

The teacher includes in their teaching plans that students learn cooperation, tolerance, respect, problem solving, and decision making and works to encourage student participation in social, emotional, intellectual, cultural, and physical activities.

2. Learning Environment

The teacher plans and prepares the best possible learning environment with respect to both surroundings and interpersonal relationships.

- a. Physical: the teacher uses a variety of materials, print and non-print, that are suitable to the subjects being taught. Such materials are used effectively.
- b. Interpersonal: the teacher establishes a clear and appropriate set of classroom rules and routines. Respect is established between the teacher and student and amongst the students themselves. The teacher does their best to ensure pupils' self-esteem and practices classroom management suitable to the developmental stages of students.

3. Instruction Techniques

The teacher uses a variety of strategies for learning that are effective for all their students with respect to ability and interest whether individually or in groups. Further, these strategies are suitable to the subjects being taught. As part of their strategies, the teacher includes continuous evaluation of student progress for purposes of extending learning, challenging pupils, or for reteaching.

The strategies selected provide students with opportunities for questioning, speculation and originality, as well as with opportunities to experience success and to become independent learners.

4. Evaluation and Reporting

The teacher regularly assesses student progress using suitable methods including written records. Evaluation of student progress is based on the teacher's planned objectives. The teacher monitors student behaviour and work habits. The teacher discusses progress with students and reports effectively to parents.

5. Relations with Colleagues

The teacher works constructively with staff to develop and maintain a successful operation throughout the school.

APPENDIX C: TEACHER TEACHING ON CALL OBSERVATION REPORTS

For the purposes of this process, "a Teacher Teaching on Call is defined as a qualified teacher who works on a daily or interim basis providing programs for absent continuing or temporary contract teachers." (Article D.21)

The responsibilities of the Teacher Teaching on Call are to temporarily assume the position of the regular teacher without any appreciable loss in the instruction process. A Teacher Teaching on Call is expected to conform to the established routines of the school and to fulfill all the duties and responsibilities of the regular teacher who is absent. These include instruction, marking, preparation and supervision.

PURPOSE

The purpose of a **TTOC** observation report is to encourage the development of practices and procedures regarding the supervision, evaluation of and reporting on Teachers Teaching on Call that will:

- promote excellence of instruction, effective teaching methods and the positive development of the educational environment
- provide reinforcements of good work
- provide a review of areas of performance strength and/or weakness
- allow for the planning of appropriate in-service^{***} (see note below)
- provide uniformity of performance appraisal processes, procedures, criteria and reporting within the district

GUIDELINES FOR TEACHER TEACHING ON CALL OBSERVATION REPORTS

1. Teacher Teaching on Call observation reports can be initiated by the TTOC themselves, consistent with Article D.21.6.a of the Collective Agreement. An observation report can also be initiated by the Principal or Vice Principal on their own initiative, or if directed by the Superintendent of Schools.
2. The observation visit shall be scheduled at a time and location that is agreed to mutually between the TTOC and the Principal or Vice Principal. Should the observation visit need to be re-scheduled, the TTOC and the Principal or Vice Principal will mutually agree upon the new evaluation time.
3. Prior to the observation visit, the Principal or Vice Principal will provide the TTOC with a blank copy of the observation report form, which will be used, for all observations.
4. When initiated by the TTOC, observation report requests are limited to three (3) per school year. Once the first observation report request has been completed, should the

^{***} Note: It is suggested that district pro-growth funds (or a portion thereof) be accessible for the TTOCs of the district.

TTOC want one or both of the remaining two (2) observation reports completed, they shall use the same Principal or Vice Principal as the observer/evaluator.

5. The TTOC will be given a copy of all observation reports. As well, copies of observation reports may be added to the personnel files at the school board office (at the TTOC's request).
6. Following each observation, the Principal or Vice Principal will discuss with the TTOC their impressions and observations and will provide the TTOC with the written notes or report within two (2) days.

CRITERIA

The criteria to be used in the performance evaluation may include any of the following that are applicable:

The Teacher Teaching on Call's ...

- knowledge and/or experience within the particular assignments/school
- planning in relation to definite purposes and clear objectives
- instructional techniques, which should be suitable for the individuals and/or groups of students that they are responsible for
- endeavours to keep their knowledge current and teaching techniques effective in the subject areas taught
- classroom management practices, with regard to the educational objectives and the learning environment of the school
- relationship with pupils
- positive contribution to the school and the profession

LETTER OF UNDERSTANDING

Between

**The Gulf Islands Teachers' Association
And
The British Columbia Teachers' Federation**

And

**The Board of Education of
School District No. 64 (Gulf Islands)
And
The British Columbia Public School Employers' Association**

Re: School Calendar Regulation

Whereas the Board is implementing a school calendar pursuant to School Act s.87.01(2) with approximately 156 instructional days and the parties wish to apply the Collective Agreement in a manner which maintains the integrity of the language as negotiated, the parties agree, on a without prejudice and/or precedent basis, that the clauses listed below will be applied to the members of the Gulf Islands Teachers' Association as follows for a period of July 1, 2019 to June 30, 2022. All clauses not listed below will be applied in the normal manner.

The article reference numbers pertain to the Working Documents. It is understood that the Working Document is not a legal document. Should there be any discrepancy between the working document and the source document of the provincial collective agreement, it is agreed that the language of the source document would apply.

This letter of understanding is developed on the following assumptions:

- The usual length of school days will be extended
- Non-instructional days, the year-end administrative day and any days outside the regular work year will be scheduled on a traditional basis.

1) **ARTICLE B.1: SALARY**

B.1.13 Rate of Deduction

On extended school days, the daily deduction rate for a teacher shall be defined as 1/169th of the current annual salary of the teacher. On non-instructional days and the year-end administrative day, the daily deduction rate for a teacher shall be defined as 1/200th of the current annual salary of the teacher.

(calc 156/185 X 200 = 169)

2) **ARTICLE B.2: TEACHER TEACHING ON CALL PAY AND BENEFITS**

B.2.5 On extended school days, TTOCs shall be paid an additional compensation of \$13.05 over daily rate in lieu of benefits. This benefit will be pro-rated for part days worked but in no case will be less than \$6.53. On non-instructional days and the year-end administrative day, TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be pro-rated 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 this Collective Agreement. [See Article B.2.8 for superior provision]

(calc 185/156 x \$11 > \$13.04)

(calc 185/156 x \$5.50 > \$6.52)

B.2.6 Rate of Pay

a. An Employee who is employed as a TTOC shall be paid 1/159 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full extended day worked and 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked on non-instructional days and the year-end administrative day.

(calc 156/185 x 189 = 159)

B.2.8 A TTOC who has taught in excess of eight (8) extended school days in the same assignment shall hereafter during the same assignment receive an allowance of six (6) percent of salary in lieu of benefits. Part time teachers shall not be entitled to this allowance.

(calc 156/185 x 10 = 8)

B.2.10 A TTOC called to work shall be paid for the amount of time specified for the call out. The minimum call out time is 4/10 of an extended school day, 0.48. If the needs of the school change and 7 days' notice is given the minimum time shall be paid.

(calc 185/156 x 4/10 > 0.47)

B.2.11 A non-instructional day occurring during an assignment in excess of four (4) extended school days shall count as a day of work, provided that the TTOC participates in the professional activity.

(calc 156/185 x 5 = 4)

3) ARTICLE B.23: TEACHER IN CHARGE

B.23.5 Per Diem Rate

a. For the first four (4) extended school days the Teacher in Charge shall be paid 60% of the difference between Category 6 Step 10 and the rate of pay of the Principal on a per diem rate if the Principal is absent for 90 minutes or longer.

(calc 156/185 x 5 = 4)

b. From day five (5) on the Teacher in Charge shall be paid 85% of the difference between Category 6 Step 10 and the rate of pay of the Principal.

(calc 156/185 x 6 = 5)

4) ARTICLE C.21: TEMPORARY TEACHERS' EMPLOYMENT RIGHTS

C.21.4 When the Board reasonably expects a teacher to be absent for more than sixteen (16) extended school days, the vacancy shall normally be filled by appointment to a temporary contract. Should the contract be given to the existing TTOC, the contract shall be retroactive to the beginning of the assignment.

(calc 156/185 x 20 < 17)

5) **ARTICLE D.21: TEACHER TEACHING ON CALL WORKING CONDITIONS**

D.21.6 Teacher Teaching on Call Evaluation

- a. A TTOC who has accumulated 16 FTE extended school days working in the District may request a Principal to complete an Observation Report. (See Appendix C)

(calc 156/185 x 20 < 17)

6) **ARTICLE D.22: REGULAR WORK YEAR**

D.22.2 All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, except where the requirements of Article D.22.1 cannot be met. When Labour Day occurs on September 6 without a leap-year following or on September 7 and when school reopening is delayed per Article D.22.5 below, the days in session may be extended up to June 30. The days in session shall exclude Saturdays and Sundays, statutory holidays, Christmas break and Spring Break.

D.22.5 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, schools shall reopen on the Wednesday following the fourth Monday in March. School reopening may be delayed to the Monday two weeks following the third Monday in March. If school reopening is delayed and if that Monday is Easter Monday, schools shall reopen on the Tuesday following that Monday.

7) **ARTICLE D.23: INSTRUCTIONAL TIME AND SCHOOL DAY**

D.23.2 A teacher's weekly assigned instructional time shall not exceed 25 hours per week for full time elementary teachers and 27.5 hours per week for full time secondary teachers and 26.25 hours for full time middle school teachers. When Labour Day occurs on September 6 without a leap-year following or on September 7 and when school reopening is delayed per Article D.22.5 above, a teacher's weekly assigned instructional time may be increased by one instructional extended day on two (2) occasions or, if the days in session are not extended past the last Friday in June, on four (4) occasions.

D.23.3 In an elementary school the duration of the school instructional extended day shall not exceed six hours and fifty-eight minutes consecutively and

in a middle school seven hours and four minutes consecutively inclusive of: recess, a regular noon intermission as defined in Article D.25.2 (Supervision); and scheduled non-instructional time set out in this Article.

(calc 185/156 x 5h 15m + 45m < 6h 59m)

(calc 185/156 x 5h 20m + 45m < 7h 5m)

D.23.5 In a secondary school the duration of the instructional extended day for each teacher shall not exceed seven hours and sixteen minutes consecutively including:

a. instructional time not to exceed six hours and thirty-one minutes including home room, Student Management Systems, and time for students to change classrooms; and

b. a regularly scheduled noon intermission of at least 45 minutes.

(calc 185/156 x 5h 30m + 45m < 7h 17m)

(calc 185/156 x 5h 30m < 6h 32m)

8) ARTICLE E.20: POSTING VACANT POSITIONS

E.20.2 All vacancies of or greater than 0.1 FTE and of sixteen (16) extended school days duration or longer shall be posted in all schools, at the School Board Office and on the District's website as soon as they become known, for a period of seven (7) calendar days. During the school instructional year copies of all postings shall be forwarded at the time of posting to the Local, Local School Staff Representatives, and the TTOC Representative.

(calc 156/185 x 20 < 17)

9) ARTICLE E.21: FILLING VACANT POSITIONS

E.21.3 Positions shall be filled within four (4) extended school days of the end of the posting period, provided there are qualified, internal applicants.

(calc 156/185 x 5 = 4)

E.21.7 If a new or existing position becomes vacant after September 1 and the successful applicant is currently employed in another full time position or in a part time position which may conflict with the scheduled assignments of the vacant position, the position will be filled according

to the following conditions. Successful applicants shall fill the position either:

- a. immediately or at the conclusion of the next natural break in the school year;
- b. at the beginning of the next school year; or
- c. at another time mutually agreed upon by the Superintendent and the Local.

In the event that the successful applicant defers assuming the position, the position shall be re-posted and filled on an interim basis. If the intervening period is less than sixteen (16) extended school days, the position may be filled without re-posting.

For the purposes of this article, "the next natural break" means the Winter Break, Spring Break, or term or semester change.

(calc 156/185 x 20 < 17)

10) ARTICLE E.24: TRANSFERS

E.24.3 A teacher who is transferred will be given at least eight (8) and normally not less than sixteen (16) extended school days' notice in writing and there will be a full discussion with the teacher regarding the reasons for the transfer. On request, these reasons shall be provided in writing.

- a. A teacher who is transferred may, within seven (7) days of notification, request a meeting with the Superintendent and a committee of the Board to discuss the reasons given. The teacher shall be accompanied at such meeting by a representative of the Local.

(calc 156/185 x 10 = 8)

(calc 156/185 x 20 < 17)

11) ARTICLE G.20: SICK LEAVE

G.20.2 Any days during which the teacher has been absent with full pay for reasons of illness, injury, or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher on the basis of:

- a. one extended school day = 1.19 sick days

b. one non-instructional or year-end administrative day = 1.0 sick day.

(calc 185/156 x 1 = 1.19)

G.20.4 There is no maximum to the number of days of sick leave that may be accumulated. The maximum number of sick leave days that may be utilized by a teacher in any school year must not exceed 101 extended school days.

(calc 156/185 x 120 = 101)

12) ARTICLE G.25: PERSONAL EMERGENCY LEAVE

G.25.1 A teacher shall be granted up to four (4) extended school days' leave with pay per teaching year for significant personal reasons including but not limited to illness in the family, disaster in the family, or inclement weather. In the case of inclement weather an additional two (2) days shall be granted.

(calc 156/185 x 5 = 4)

13) ARTICLE G.28: RELEASE TIME FOR LOCAL, B.C.T.F., C.T.F., AND TEACHER REGULATION BRANCH BUSINESS

G.28.3 The total number of days for leave granted to any one teacher pursuant to this Article shall not exceed:

a. eight (8) extended school days for the Local's Chief Negotiator for the purposes of preparation for bargaining;

(calc 156/185 x 10 = 8)

b. thirteen (13) extended school days for a member of the Executive Committee of the B.C.T.F., C.T.F. or BC Teachers' Council; and

(calc 156/185 x 15 = 13)

c. seven (7) extended school days for all others.

(calc 156/185 x 8 = 7)

G.28.5 Should contract negotiations occur during instructional hours, the Board shall pay the cost of TTOCs for the members of the Local bargaining team to a maximum of eight (8) TTOC extended school days and share

equally the cost of TTOCs for a further sixteen (16) extended school days.

(calc 156/185 x 10 = 8)
(calc 156/185 x 20 < 17)

14) ARTICLE G.29: SECONDMENT, ELECTION AND EXCHANGE

G.29.4 A teacher who intends to return upon completion of their secondment or contract period shall be entitled on written notice of at least twenty-five (25) extended school days to return to employment with the Board. A teacher shall be entitled to return at an earlier date at the beginning of January term if a position is available or at the beginning of any school year. Placement upon return shall be to the position held prior to the release or to a similar position.

(calc 156/185 x 30 = 25)

15) ARTICLE G.30: LEAVE FOR ELECTIVE OFFICE AND COMMUNITY SERVICE

G.30.2 A teacher elected or appointed to a municipal or regional district office or public board shall be granted leave of absence with pay less cost of a TTOC up to a maximum of eight (8) extended school days in any one school year.

(calc 156/185 x 10 = 8)

G.30.3 A teacher involved in a community service may be granted, less the cost of a TTOC, leave of absence up to a maximum of four (4) extended school days in any one school year.

(calc 156/185 x 5 = 4)

16) ARTICLE G.34: OTHER LEAVES

G.34.1 A teacher may apply for a leave of absence of up to four (4) extended school days for any purpose, such as personal, cultural, travel, educational, community, athletic, Association activities, or examinations. The Superintendent shall consider such leaves on an individual basis and may grant such leaves with or without pay.

(calc 156/185 x 5 = 4)

G.34.2 A teacher may apply for a leave of absence of more than four (4) extended school days for any purpose, such as parenthood, teacher exchange, or educational reasons. The Superintendent shall consider such leaves and may recommend approval to the Board with or without pay.

(calc 156/185 x 5 = 4)

The parties have caused this Letter of Understanding to be executed this 25th day of November 2020, by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

Signed for the Board of Education
of School District No. 64
(Gulf Islands)

Signed for the Gulf Islands Teachers'
Association

Robert Pingle

Ian Mitchell

Signed for the British Columbia
Public School Employers' Association

Signed for the British Columbia
Teachers' Federation

Renzo Del Negro

Teri Mooring

PROVINCIAL LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

RE: DESIGNATION OF PROVINCIAL AND LOCAL MATTERS

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

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

Signed this 8th day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

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

Appendix 1 – Provincial Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

1. Sick Leave, Sick Leave Portability, Preauthorized Travel for Medical Services Leave
2. Maternity and Parental Leave and Supplemental Employment Benefits Plan
3. Short Term Paternity Leave and Adoption Leave
4. Jury Duty and Appearances in Legal Proceedings
5. Educational Leave and Leave for Exams
6. Bereavement/Funeral Leave
7. Leave for Family Illness, Care of Dependent Child or Relative, Emergency or Long Term Chronic Leave, Compassionate Care Leave

8. Discretionary Leave, Short Term General Leave and Personal Leave
9. Leave for Elected Office and Leave for Community Services
10. Worker's Compensation Leave
11. Leave of Absence Incentive Plan
12. Religious Holidays
13. Leave to Attend Retirement Seminars
14. Leave for Communicable Disease
15. Leave for Conference Participation
16. Leave for Competitions
17. Leave for Teacher Exchange
18. Secondment and Leave for external employment
19. Leave for University Convocations, Leave for graduation, Exams
20. Leave for Special Circumstances including: Citizenship, Marriage, Weather Leaves
21. Leave for Blood, Tissue and Organ Donations, Leave for Bone Marrow, Cell Separation Program Participation
22. Miscellaneous Leaves with cost

January 22, 2021 - Provincial Matters

Appendix 2 LOCAL MATTERS

Appendix 2 – Local Matters
Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

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

Section F – Professional Rights

1. Professional Development Committee as related to funding control (Note: see also Addendum B)
2. Committees
 1. *Professional Relations/Labour management*
 2. *Parent Advisory Council*
 3. *Joint Studies Committee*
 4. *Professional Development Committee (Note: see also Addendum B)*
 5. *Leave of Absence Committee*
3. First Nations Curriculum
4. Women’s Studies
5. Fund Raising
6. Reimbursement of Classroom Expenses

Section G – Leaves of Absence

1. Long Term Personal Leave
2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)
3. Deferred Salary/Self Funded Leave Plans
4. Unpaid Leaves: unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement, except for those elements of the clause that are provincial including: continuation of benefits, increment entitlement and matters related to pensions.

January 22, 2021 - Local Matters.

**Addendum A To
Letter of Understanding No. 1
Appendix 1 and 2**

Unpaid Leave In The Designation Of Provincial and Local Matters

Unpaid leave shall be designated for local negotiations, except as it relates to those elements of the clause that are provincial including: continuation of benefits, increment entitlement, pension related matters, and posting and filling.

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”
President
BC Teachers’ Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’
Association

“R. Worley”

“K. Halliday”

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Agreed Understanding of the Term Teacher Teaching on Call

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

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

Signed this 25th day of June, 2012

Original signed by:

Jacque Griffiths
For BCPSEA

Susan Lambert
For BCTF

LETTER OF UNDERSTANDING NO. 3. A

Between

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

And

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

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

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

Does Not Apply In School District No. 64 (Gulf Islands).

LETTER OF UNDERSTANDING NO. 3.B

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Does Not Apply In School District No. 64 (Gulf Islands).

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of
 - Effective July 1, 2019 \$ 2,570
 - Effective July 1, 2020 \$ 2,622
 - Effective July 1, 2021 \$ 2,674upon 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 13th day of June, 2012

Revised: March 26, 2020

Original signed by:

Jacque Griffiths
For BCPSEA

Susan Lambert
For BCTF

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

Schedule A - List of Approved School Districts or Schools

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

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

47 - Powell River (only part of district approved)

Texada Elem	Texada Island
Kelly Creek Elem	

49 - Central Coast (Entire District)

50 - Haida Gwaii (Entire District)

51 - Boundary (only part of district approved)

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

52 - Prince Rupert (Entire District)

54 - Bulkley Valley (entire district approved)

57 - Prince George (only part of district approved)

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

59 - Peace River South (Entire District)

60 - Peace River North (Entire District)

64 - Gulf Islands (only part of district approved)

Saturna Elementary	Saturna
--------------------	---------

69 - Qualicum (only part of district approved)

False Bay School Lasqueti

70 - Alberni (only part of district approved)

Bamfield Bamfield
Wickanninish Tofino
Ucluelet Elem Ucluelet
Ucluelet Sec Ucluelet

72 - Campbell River (only part of district approved)

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

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

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

74 - Gold Trail (only part of district approved)

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

81 - Fort Nelson (Entire District)

82 - Coast Mountain (Entire District)

84 - Vancouver Island West (entire district approved)

85 - Vancouver Island North (Entire District)

87 - Stikine (Entire District)

91 - Nechako Lakes (Entire District)

92 - Nisga'a (Entire District)

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

Ecole Jack Cook Terrace

LETTER OF UNDERSTANDING NO. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

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

LETTER OF UNDERSTANDING NO. 7

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA
Revised with housekeeping March 26, 2020

Teri Mooring
For BCTF

LETTER OF UNDERSTANDING NO. 8

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.

7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

Alan Chell
For BCPSEA

March 26, 2020
Date

Teri Mooring
For BCTF

March 26, 2020
Date

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

LETTER OF UNDERSTANDING NO. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

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

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

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

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

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

Agreed to on: November 26, 2012

Revised: May 13, 2015

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

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

Appendix A to Letter of Understanding No. 9

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

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

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

LETTER OF UNDERSTANDING NO. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

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

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

Does not apply in School District No. 64 (Gulf Islands).

LETTER OF UNDERSTANDING NO. 11

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

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

Example:

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

Original signed by:

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

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

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

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

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

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

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

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

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

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

Teacher Signature

Date Signed

District Receipt Confirmed

Date of Receipt

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

LETTER OF UNDERSTANDING NO. 12

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

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

Schedule "A" of All Restored Collective Agreement Provisions

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

Agreement to be Implemented

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

II. NON-ENROLLING TEACHER STAFFING RATIOS

4. All language pertaining to learning specialists shall be implemented as follows:
 - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
 - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
 - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;

- iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;
 - iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
 - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
- C. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local collective agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).
- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2019 – 2022 BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

III. PROCESS AND ANCILLARY LANGUAGE

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

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

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

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

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

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

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

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

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

Best Efforts to Be Made to Achieve Compliance

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

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

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

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

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

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

Non-Compliance

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

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

Remedies for Non-Compliance

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

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Section 53 – Joint Consultation and Adjustment Opportunities

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

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

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

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 14

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

Employees in School Districts No. 61 (Greater Victoria), No. 64 (Gulf Islands), No. 85 (Vancouver Island North), No. 92 (Nisga'a), and No. 93 (Conseil Scolaire Francophone de la Colombie-Britannique) who have leaves in excess of those provided for in G. 11 *Cultural Leave of Aboriginal Employees* shall maintain those leaves.

For clarification, the new leave provisions of Article G.11 are not in addition to the current provisions contained in local collective agreements.

LETTER OF UNDERSTANDING NO. 15

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Maternity/Pregnancy Supplemental Employment Benefits

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

Discussions will take place prior to June 30, 2020.

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 16

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Early Career Mentorship

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

LETTER OF UNDERSTANDING NO. 17

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Potential Grievance Resolution

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