

A WORKING DOCUMENT  
PROVINCIAL COLLECTIVE AGREEMENT  
BETWEEN  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS'  
ASSOCIATION/THE BOARD OF EDUCATION  
OF SCHOOL DISTRICT #81 (FORT NELSON)  
(THE "EMPLOYER")  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION/FORT NELSON  
AND DISTRICT TEACHERS' ASSOCIATION AND  
(THE "LOCAL")  
Effective July 1, 2019 to June 30, 2022  
AS IT APPLIES IN S.D. #81 (FORT NELSON)

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between B.C.T.F. and B.C.P.S.E.A. under the Public Education Labour Relations Act, as those terms and conditions are applicable to this School District. In the event of dispute, the original source documents would be applicable.

# TABLE OF CONTENTS

<b>SECTION A</b>	<b>THE COLLECTIVE BARGAINING RELATIONSHIP .....</b>	<b>8</b>
Article A.1:	Term, Continuation and Renegotiation.....	8
Article A.2:	Recognition of the Union.....	9
Article A.3:	Membership Requirement.....	9
Article A.4:	Local and BCTF Dues Deduction.....	10
Article A.5:	Committee Membership .....	10
Article A.6:	Grievance Procedure.....	11
Article A.7:	Expedited Arbitration .....	14
Article A.8:	Leave For Provincial Contract Negotiations.....	16
Article A.9:	Legislative Change .....	16
Article A.10:	Leave For Regulatory Business As Per The Teachers’ Act.....	17
Article A.19:	Work Interruption .....	17
Article A.20:	Management Rights .....	17
Article A.21:	School Staff Representatives .....	18
Article A.22:	Use of Facilities .....	19
Article A.23:	Copy of Agreement.....	19
Article A.24:	Board Association Committee .....	19
Article A.25:	School Staff Committees .....	20
Article A.26:	Picket Line Protection.....	20
Article A.27:	Exclusions from The Bargaining Unit/New Positions .....	21
Article A.28:	Access to Information.....	21
Article A.29:	Contracting Out .....	21
Article A.30:	Staff Orientation .....	22
<b>SECTION B</b>	<b>SALARY AND ECONOMIC BENEFITS.....</b>	<b>23</b>
Article B.1:	Salary.....	23
Article B.2:	TTOC Pay and Benefits .....	25

Article B.3:	Salary Determination for Employees in Adult Education.....	26
Article B.4:	EI Rebate .....	27
Article B.5:	Registered Retirement Savings Plan .....	27
Article B.6:	Salary Indemnity Plan Allowance .....	28
Article B.7:	Reimbursement for Personal Property Loss.....	28
Article B.8:	Optional Twelve-Month Pay Plan .....	29
Article B.9:	Pay Periods .....	29
Article B.10:	Reimbursement for Mileage and Insurance .....	30
Article B.11:	Benefits.....	31
Article B.12:	Category 5+ .....	33
Article B.13:	Board Payment Of Speech Language Pathologists’ and School Psychologists’ Professional Fees..	35
Article B.20:	Initial Placement .....	35
Article B.21:	Experience Recognition .....	36
Article B.22:	Payment Above Entitlement on Grid.....	37
Article B.23:	Letters of Permission .....	37
Article B.24:	Part-Time Teachers’ Pay, Benefits and Expectations .....	38
Article B.25:	Pro Rata Benefits .....	38
Article B.26:	Extra Assignment Allowance .....	38
Article B.27:	Travel Benefit .....	39
Article B.28:	Long Service Bonus.....	39
Article B.29:	Positions of Special Responsibility.....	39
Article B.30:	Isolation Allowance (Toad River) .....	39
Article B.31:	Relocation Allowance.....	40
Article B.32:	First Aid Allowance.....	40
Article B.33:	Board Directed Activities .....	40
Article B.34:	Course Bonuses .....	41
Article B.35:	Classroom Supplies Allowance .....	41

Article B.36:	Teacher Teaching On Call/Substitute Cost Calculation.....	41
Article B.37:	Part Month Payment and Deductions .....	41
Article B.38:	No Cuts in Salary .....	42
<b>SECTION C</b>	<b>EMPLOYMENT RIGHTS.....</b>	<b>43</b>
Article C.1:	Resignation .....	43
Article C.2:	Seniority.....	43
Article C.3:	Evaluation .....	45
Article C.4	TTOC Employment .....	47
Article C.20:	Contract Status.....	47
Article C.21:	Part-Time Appointments.....	48
Article C.22:	Probationary Appointments .....	48
Article C.23:	Contract Priority .....	49
Article C.24:	Dismissal of Teachers .....	50
Article C.25:	Dismissal and Discipline for Misconduct .....	51
Article C.26:	Copyright Infringement or Violation .....	52
Article C.27:	Layoff, Recall and Severance Pay .....	52
<b>SECTION D</b>	<b>WORKING CONDITIONS .....</b>	<b>55</b>
Article D.1:	Class Size And Teacher Workload .....	55
Article D.2:	Class Composition And Inclusion .....	55
Article D.3:	Non-Enrolling Staffing Ratios .....	56
Article D.4:	Preparation Time .....	57
Article D.5:	Middle Schools .....	57
Article D.6:	Alternate School Calendar .....	58
Article D.20:	Dispensation of Medicines/Administration of Medical Treatment .....	59
Article D.21:	Supervision .....	60
Article D.22:	Extra-Curricular Activities .....	60
Article D.23:	Staff Meetings.....	60

Article D.24:	Health and Safety Committee .....	61
Article D.26:	Curriculum Implementation.....	61
Article D.27:	Elementary School Accreditation .....	62
Article D.28:	Relationship with Support BCGEU Staff .....	62
Article D.29:	Teacher-In-Charge .....	62
Article D.30:	Home Schooling .....	62
Article D.31:	School Calendar.....	63
<b>SECTION E</b>	<b>PERSONNEL PRACTICES .....</b>	<b>64</b>
Article E.1:	Non-Sexist Environment.....	64
Article E.2:	Harassment/Sexual Harassment.....	64
Article E.20:	No Discrimination .....	69
Article E.21:	Posting and Appointment Procedures .....	69
Article E.22:	Board Initiated Transfers .....	70
Article E.23:	Teacher Initiated Transfer.....	71
Article E.24:	Assignments.....	71
Article E.25:	Personnel Files.....	72
Article E.26:	School Act Appeals .....	72
<b>SECTION F</b>	<b>PROFESSIONAL RIGHTS.....</b>	<b>73</b>
Article F.20:	Technological Change .....	73
Article F.21:	Professional Development Allocation .....	74
Article F.22:	Professional Development Fund .....	75
Article F.23:	Non-Instructional Days.....	76
<b>SECTION G</b>	<b>LEAVES OF ABSENCE.....</b>	<b>77</b>
Article G.1:	Portability of Sick Leave .....	77
Article G.2:	Compassionate Care Leave.....	77
Article G.3:	Employment Standards Act Leaves .....	79
Article G.4:	Bereavement Leave.....	79

Article G.5:	Unpaid Discretionary Leave .....	80
Article G.6:	Leave For Union Business .....	81
Article G.7:	TTOCs Conducting Union Business .....	82
Article G.8:	TTOCs – Conducting Union Business Negotiating Team .....	82
Article G.9:	Temporary Principal / Vice Principal Leave .....	83
Article G.10:	Teachers Returning From Parenting and Compassionate Leaves .....	83
Article G.11:	Cultural Leave for Aboriginal Employees .....	84
Article G.20:	Medical Leave .....	84
Article G.21:	Maternity/Paternity/Adoption Leave .....	85
Article G.22:	Jury Duty/Appearance in Legal Proceedings .....	87
Article G.23:	Compassionate/Family Illness Leaves .....	87
Article G.24:	Emergency Leave .....	87
Article G.25:	Discretionary Leave .....	88
Article G.26:	Leave for Elected Office .....	88
Article G.27:	Community/Marriage/Graduation Leaves .....	88
Article G.28:	Long Term Leave of Absence .....	89
Article G.29:	Deferred Salary Leave Plan .....	89
<b>SIGNATURES</b> .....		<b>91</b>
<b>APPENDIX A DEFINITIONS</b> .....		<b>92</b>
<b>PROVINCIAL LETTERS OF UNDERSTANDING</b> .....		<b>94</b>
<b>LETTER OF UNDERSTANDING NO. 1</b> .....		<b>94</b>
<b>Re: Designation of Provincial and Local Matters</b> .....		94
Appendix 1 – Provincial Matters .....		96
Appendix 2 – Local Matters .....		102
<b>LETTER OF UNDERSTANDING NO. 2</b> .....		<b>107</b>
<b>Re: Agreed Understanding of the Term Teacher Teaching on Call</b> .....		107
<b>LETTER OF UNDERSTANDING NO. 3. a</b> .....		<b>108</b>
<b>Re: Section 4 of Bill 27 Education Services Collective Agreement Act</b> .....		108
<b>LETTER OF UNDERSTANDING NO. 3.b</b> .....		<b>109</b>
<b>Re: Section 27.4 Education Services Collective Agreement Act</b> .....		109

<b>LETTER OF UNDERSTANDING No. 4 .....</b>	<b>110</b>
<b>Re: Employment Equity – Aboriginal Employees.....</b>	<b>110</b>
<b>LETTER OF UNDERSTANDING NO. 5 .....</b>	<b>111</b>
<b>Re: Teacher Supply and Demand Initiatives .....</b>	<b>111</b>
<b>LETTER OF UNDERSTANDING No. 6 .....</b>	<b>115</b>
<b>Re: Article C.2. – Porting of Seniority – Separate Seniority Lists .....</b>	<b>115</b>
<b>LETTER OF UNDERSTANDING No. 7 .....</b>	<b>117</b>
<b>Re: Article C.2 – Porting of Seniority &amp; Article G.1 Portability of Sick Leave – Simultaneously     Holding Part-Time Appointments in Two Different Districts.....</b>	<b>117</b>
<b>LETTER OF UNDERSTANDING No. 8 .....</b>	<b>119</b>
<b>Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List .....</b>	<b>119</b>
<b>LETTER OF UNDERSTANDING NO. 9 .....</b>	<b>121</b>
<b>Re: Provincial Extended Health Benefit Plan.....</b>	<b>121</b>
<b>Appendix A to Letter of Understanding No. 9.....</b>	<b>123</b>
<b>LETTER OF UNDERSTANDING No. 10.....</b>	<b>125</b>
<b>Re: Recruitment and Retention for Teachers at Elementary Beaverdell and Big White     Elementary School .....</b>	<b>125</b>
<b>LETTER OF UNDERSTANDING NO. 11 .....</b>	<b>127</b>
<b>Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District .....</b>	<b>127</b>
<b>TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST - FORM A .....</b>	<b>129</b>
<b>Re: August 31<sup>st</sup> transfers for TTOC experience accrued up to and including June 30<sup>th</sup> .....</b>	<b>129</b>
<b>TEACHER NOTICE: LOU 11 - TTOC EXPERIENCE TRANSFER REQUEST- FORM B .....</b>	<b>130</b>
<b>Re: December 31<sup>st</sup> transfers for TTOC experience accrued up to and including November 15<sup>th</sup>.....</b>	<b>130</b>
<b>LETTER OF UNDERSTANDING NO. 12 .....</b>	<b>131</b>
<b>Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language .....</b>	<b>131</b>
<b>LETTER OF UNDERSTANDING NO. 13 .....</b>	<b>139</b>
<b>Re: Section 53 – Joint Consultation and Adjustment Opportunities .....</b>	<b>139</b>
<b>LETTER OF UNDERSTANDING NO. 14 .....</b>	<b>141</b>
<b>Re: Cultural Leave for Aboriginal Employees .....</b>	<b>141</b>
<b>LETTER OF UNDERSTANDING NO. 15 .....</b>	<b>142</b>
<b>Re: Maternity/Pregnancy Supplemental Employment Benefits .....</b>	<b>142</b>
<b>LETTER OF UNDERSTANDING NO. 16 .....</b>	<b>143</b>
<b>Re: Early Career Mentorship.....</b>	<b>143</b>
<b>LETTER OF UNDERSTANDING NO. 17 .....</b>	<b>144</b>
<b>Re: Potential Grievance Resolution .....</b>	<b>144</b>

## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

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

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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2019 to June 30, 2022. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2022 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
  - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
  - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
  - c.
    - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
    - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.



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

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

## **Article A.3: Membership Requirement**

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

### Local Provision:

3. All teachers must execute a 'Teacher Regulation Branch' membership and fees deduction form by September 15 of any school year or within fifteen (15) days of commencement of duties.

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

## **LOCAL PROVISIONS:**

### **Article A.19: Work Interruption**

1. There shall be no interruption of normal service or stoppage of work such as a strike, lockout, or work-to-rule, during the life of this agreement.

### **Article A.20: Management Rights**

1. The Association recognizes the responsibility of the Board to manage and operate the District. The Association further agrees that the Board, except as otherwise provided for in this agreement, has the right to make policy and regulations governing the operation and management of its schools. These include, but are not limited to, the right to:
  - a. hire, assign, promote, reassign, and retain employees;
  - b. suspend, discipline, or discharge employees;
  - c. eliminate any teaching position deemed advisable by the Board to maintain efficiency of District operations;
  - d. maintain control over District programs and services; and
  - e. maintain control over District property and facilities.
2. Such rights are to be exercised reasonably and in a non-discriminatory or non-arbitrary manner.

3. The following Board policies shall not be changed except by mutual agreement of the Board and the Association:
  - a. School Act Appeals
  - b. Sexual Harassment
  - c. Teacher Evaluation
  - d. Teacher Teaching on Call (TTOC) Evaluation
  - e. Association involvement in establishing annual district goals:
    - i. The Association shall be invited to be an active participant in the annual district goal setting.
    - ii. The Association shall have representation on the district goal setting committee.
    - iii. Educational goals and goals that relate to students and/or teachers should have joint endorsement, wherever possible.

#### **Article A.21: School Staff Representatives**

1. School staff representatives, elected in accordance with local Association procedures, shall have the right to:
  - a. convene staff meetings in the school to conduct Association business where such a meeting is not disruptive to the instructional process;
  - b. be relieved of instructional duties, with no loss of pay, if requested to be present at a meeting between an Administrative Officer of the school and a teacher; and
  - c. be relieved of instructional duties, with no loss of pay, in order to investigate or participate in a grievance or arbitration.
  - d. In the event that a staff representative is not available, an alternate union representative will be used.
2. Costs for school staff representatives to attend meetings between Administrative Officers and Association members or to investigate or participate in a grievance or arbitration shall be borne by the Association.

## **Article A.22: Use of Facilities**

1. Representatives of the Association shall have the right to transact Association business on school property and utilize school facilities and equipment, provided that such use does not interfere with classroom instruction.
  - a. The Association shall reimburse the Board for actual costs incurred utilizing photocopier, telecommunication equipment, and consumable supplies.
2. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school building in areas frequented by bargaining unit members.
3. The Association shall have access to, without cost, the District internal mail service and employee mail boxes for communication with bargaining unit members.

## **Article A.23: Copy of Agreement**

1. The Board shall provide a copy of this agreement to FNDDTA members by posting an electronic copy on the District website. Upon request to the District Office, a paper copy will be provided to individual members.
2. In order that Teachers-Teaching-On-Call can be fully informed, the Board and Association will develop a "Teacher Teaching On Call Information Package."
  - a. This package will include all relevant articles from the current Collective Agreement, the Teacher Teaching On Call Evaluation Policy, related Board Policies, information about membership in the FNDDTA and BCTF and membership information from the Teacher Regulation Branch.

## **Article A.24: Board Association Committee**

1. In order to promote a collaborative process the Board and Association shall form a Board Association Committee.
  - a. This Committee shall consist of the Board of Education, appropriate administrative staff and members of the Association Executive.
  - b. There shall be a meeting of the Board Association Committee every other month during the school year.
  - c. All parties to the Board Association Committee shall have the right to submit items for discussion to the agenda.

## **Article A.25: School Staff Committees**

1. There may be established, by October 30th of each school year, a recognized School Staff Committee, comprised of Association members, in each school.
  - a. The Principal may attend all regularly scheduled School Staff Committee Meetings.
2. The School Staff Committee may have access to the school level budget.
3. The School Staff Committee may study and make recommendations, in writing, on any matters of concern to the staff members.
4. The school administration shall consider all recommendations made by the School Staff Committee.
  - a. An Administrative Officer shall respond, in writing, within five (5) teaching days of the receipt of School Staff Committee recommendations.
    - i. A meeting with representatives of the School Staff Committee, the FNDTA Staff Representative and the Principal may be held to discuss the recommendation.
5. A School Staff Committee shall have the right to refer unresolved recommendations to the Superintendent of Schools.
  - a. The Superintendent shall respond, in writing, within five (5) teaching days.
    - i. A meeting with representatives of the School Staff Committee, the Association President or designate may be held to discuss the recommendation.
6. The School Staff Committee shall have the right to refer unresolved recommendations to the Board of Education.
  - a. There shall be a meeting between the Board, School Staff Committee representatives and the Association President to discuss the recommendation within ten (10) school days.

## **Article A.26: Picket Line Protection**

1. All employees covered under this agreement shall have the right to refuse to work behind a picket line.
2. Any employees failing to report for duty for this reason shall be considered to be absent without pay.

3. Failure to cross a picket line encountered in carrying out Board business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Board.
  - a. The Board shall not require teachers covered under this agreement to do work or carry out duties normally performed by employees or the employees of contractors engaged in a strike or lock out.

#### **Article A.27: Exclusions from The Bargaining Unit/New Positions**

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the written agreement of the Association.
2. Newly created positions shall be included in the bargaining unit unless the position is excluded by written agreement of the Association.
  - a. The allowance and/or bonus of a new position shall be agreed to by the Association and the Board before the position is offered.

#### **Article A.28: Access to Information**

1. The Board, upon request by the Association, agrees to furnish the Association with the following information:
  - a. Employee information including a list of employees, showing their names, addresses, contact numbers, grid placement, seniority and assignment.
  - b. Agendas and minutes of all Open or Public Board meetings and all attachments thereto at the time of distribution to the Board.
  - c. Information that may be used in processing grievances.
2. In addition, the Board agrees to consider providing any other information the Association deems necessary to fulfill its role as exclusive representative.

#### **Article A.29: Contracting Out**

1. No member of the Association employed by the Board will have their employment reduced due to contracting out.
2. The Board will not transfer a teacher or change their assignment for the purpose of contracting out their previous assignment.

### **Article A.30: Staff Orientation**

1. There shall be a yearly staff orientation, the purpose of which is to provide all new staff with information regarding Ministry programs and district procedures and expectations.
2. The length of time may vary from year to year depending on the training and experience of new teachers and the number of teachers commencing employment.
  - a. The length of time shall be determined jointly, each year by the Board and Association.
3. Where a member of the Association attends the orientation as a presenter, they shall be compensated as per Article B.26 (Extra Assignment Allowance).
4. New teachers attending the Orientation shall be compensated at a rate equal to the district per diem rate.
5. Part of each yearly Staff Orientation shall be made available to the Association to fulfill its obligations.

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

### **Article B.1:      Salary**

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

Teachers hired after July 1, 2019 and were employed on the date of ratification, and teachers who retired between July 1, 2019 and the date of ratification, shall have their retro-active pay pro-rated from their date of hire to the date of ratification or from July 1, 2019 to date of retirement.
  
3.      The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c above:
  - a.      Department Head
  - b.      Positions of Special Responsibility
  - c.      First Aid
  - d.      One Room School
  - e.      Isolation and Related Allowances
  - f.      Moving/Relocation
  - g.      Recruitment & Retention
  - h.      Mileage/Auto not to exceed the CRA maximum rate
  
4.      The following allowances shall not be adjusted by the increases in B.1.1.a, b, and c above:
  - a.      Per Diems
  - b.      Housing
  - c.      Pro D (unless formula-linked to the grid)
  - d.      Clothing
  - e.      Classroom Supplies
  
5.      Provide for a one percent (1%) increase to the top step of the salary grid effective July 1, 2020.
  
6.      Effective July 1, 2021 Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/ term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.

7. Salary Grids

**Effective July 1, 2019 – June 30, 2020**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 51,746	\$ 55,820	\$ 58,231	\$ 59,076
<b>1</b>	\$ 54,255	\$ 58,923	\$ 61,541	\$ 62,461
<b>2</b>	\$ 56,765	\$ 62,025	\$ 64,852	\$ 65,845
<b>3</b>	\$ 59,275	\$ 65,125	\$ 68,162	\$ 69,229
<b>4</b>	\$ 61,784	\$ 68,229	\$ 71,473	\$ 72,613
<b>5</b>	\$ 64,294	\$ 71,330	\$ 74,783	\$ 75,996
<b>6</b>	\$ 66,806	\$ 74,432	\$ 78,095	\$ 79,382
<b>7</b>	\$ 69,314	\$ 77,534	\$ 81,404	\$ 82,764
<b>8</b>	\$ 71,824	\$ 80,635	\$ 84,714	\$ 86,148
<b>9</b>	\$ 74,334	\$ 83,739	\$ 88,026	\$ 89,532
<b>10</b>	\$ 77,210	\$ 87,048	\$ 91,518	\$ 93,088

**Effective July 1, 2020 – June 30, 2021**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 52,781	\$ 56,936	\$ 59,395	\$ 60,258
<b>1</b>	\$ 55,340	\$ 60,102	\$ 62,771	\$ 63,710
<b>2</b>	\$ 57,900	\$ 63,266	\$ 66,149	\$ 67,162
<b>3</b>	\$ 60,461	\$ 66,427	\$ 69,525	\$ 70,614
<b>4</b>	\$ 63,020	\$ 69,593	\$ 72,903	\$ 74,065
<b>5</b>	\$ 65,580	\$ 72,756	\$ 76,279	\$ 77,516
<b>6</b>	\$ 68,142	\$ 75,921	\$ 79,657	\$ 80,969
<b>7</b>	\$ 70,700	\$ 79,085	\$ 83,032	\$ 84,419
<b>8</b>	\$ 73,261	\$ 82,248	\$ 86,408	\$ 87,871
<b>9</b>	\$ 75,820	\$ 85,414	\$ 89,787	\$ 91,322
<b>10</b>	\$ 79,526	\$ 89,659	\$ 94,264	\$ 95,881



**Effective July 1, 2021 – June 30, 2022**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 53,836	\$ 58,075	\$ 60,583	\$ 61,463
<b>1</b>	\$ 56,447	\$ 61,304	\$ 64,027	\$ 64,984
<b>2</b>	\$ 59,058	\$ 64,531	\$ 67,472	\$ 68,505
<b>3</b>	\$ 61,670	\$ 67,756	\$ 70,915	\$ 72,026
<b>4</b>	\$ 64,281	\$ 70,985	\$ 74,361	\$ 75,546
<b>5</b>	\$ 66,891	\$ 74,211	\$ 77,805	\$ 79,066
<b>6</b>	\$ 69,505	\$ 77,440	\$ 81,250	\$ 82,589
<b>7</b>	\$ 72,114	\$ 80,667	\$ 84,693	\$ 86,107
<b>8</b>	\$ 74,726	\$ 83,893	\$ 88,137	\$ 89,629
<b>9</b>	\$ 77,337	\$ 87,122	\$ 91,582	\$ 93,149
<b>10</b>	\$ 81,117	\$ 91,452	\$ 96,149	\$ 97,799

**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. Teachers teaching on call shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay:
  - a. An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

Local Provisions:

7. Call Out

- a. The President of the Association and the Superintendent shall meet during the first 15 teaching days during the month of September to review the timetables of each school to determine the call out percent of pay for the morning, afternoon or any other time period.
- b. The payroll department and each Teacher Teaching On Call (TTOC) shall receive a summary of this agreement.
- c. When a TTOC is called to work, they shall be entitled to a minimum of .4 of a full day's pay. A TTOC employed for a longer period shall receive pro rata adjustments. A TTOC shall perform all duties designated by the teacher they are replacing, or as determined by the Principal or designate.
- d. When a TTOC is required or requested to attend a non-instructional day, it shall be counted and paid for as a teaching day if the teacher is in the fifth or subsequent day of an assignment.

8. Interrupted Assignments

- a. For the purposes of salary or bonuses which depend on the length of assignment; if the TTOC's assignment is interrupted by the return of a teacher who is subsequently absent for the same reason within two (2) working days, the TTOC, if reassigned, shall proceed as if there had not been a break in the assignment.
- b. Where a TTOC has worked more than four (4) consecutive days, their assignment shall not be deemed to have been interrupted by either non-instructional days or their absence, due to illness, of a duration of two (2) days or less.

9. Pay Periods

- a. The Board shall pay TTOCs on a monthly basis.

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

Does not apply in School District No. 81 (Fort Nelson)

#### **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**

PCA Article B.8.1 through B.8.10 is not applicable in SD. No. 81 (Fort Nelson).

Local Provisions:

11. The Board shall provide teachers, upon written request by September 15, with a twelve month pay program. This program consists of the Board withholding, in trust, funds to provide the equivalent of one (1) month's salary for each of July and August.
  - a. Pay during summer months will be on the last Friday of the month.
  - b. Teachers choosing this option will not receive the accumulated interest that such an option might generate.

**Article B.9: Pay Periods**

PCA Article B.9.1 through B.9.3 is not applicable in SD. No. 81 (Fort Nelson).

Local Provisions:

4. The daily adjustment rate shall be one over the number of prescribed school days in the school year times the annual salary including allowances.

5. Teachers shall be paid in 10 monthly installments. Except where mutually agreed upon, payday shall be the last working Friday in each month in which the school is in session.
  - a. In June, the payday shall be the last working day of the month.
6. Teachers who normally do not receive an advance shall, on or before the first working Friday in September, receive an advance on salary of \$500 from their September salary.
7. The Board shall, upon written application from a teacher, before September 15th of each school year, make a mid-month salary advance to a teacher.
  - a. This advance shall be on the 15th of the month or the closest working day prior to the 15th of each month except for the month of September.
  - b. The advance shall be any sum not exceeding fifty (50) percent of an individual teacher's net salary.
8. The Board shall provide a payroll deduction mechanism to allow teachers to designate, at the local financial institution of their choice, a distribution of their salary.
9. For teachers who request in writing, the Board shall make provision for a payroll cheque payable to the teacher on a monthly basis. The cost for this service to a teacher shall be the lessor of \$20 monthly or actual cost incurred.

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

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

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

[Refer to B.10.5 for set allowances between work sites.]

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.

[B.10.4 does not apply in School District No. 81 (Fort Nelson)]

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

Local Provisions:

5. Where the Board requires a teacher to use their personal vehicle to carry out their regular duties (travel between two (2) or more work sites), the Board shall provide a monthly allowance according to the following scale:

# OF LOCATIONS	# OF DAYS PER WEEK				
	1	2	3	4	5
2	\$16.50	\$22.00	\$27.50	\$33.00	\$38.50
3	\$22.00	\$33.00	\$44.00	\$55.00	\$66.00
4	\$27.50	\$44.00	\$60.50	\$77.00	\$93.50
5	\$33.00	\$55.00	\$77.00	\$99.00	\$121.00
6	\$38.50	\$66.00	\$93.50	\$121.00	\$148.50
7	\$44.00	\$77.00	\$110.00	\$143.00	\$176.00

**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. General Application
  - a. The Board shall provide each teacher with an application or enrollment form for participation in the medical, dental, extended health and group life insurance benefit plans.
  - b. The Board shall provide each teacher with a description of those benefit plans in which the teacher is enrolled.
  - c. Should the carrier be changed, the Association shall be given immediate, written notification.
  - d. Article B.11.5.c does not apply to the Provincial Extended Health Benefit Plan. See Letter of Understanding No. 9.

6. Medical Services Plan
  - a. The Board Shall pay 80% of the premium cost of the B.C. Medical Services Plan premiums.
7. Group Life Insurance
  - a. The Board shall pay 100% of the premium cost of the BCSTA/BCTF Group Life Insurance Plan B. Such insurance shall be in the form of three (3) times annual salary without regard to age (except retirement age) or dependent status.
  - b. This plan shall be a condition of employment.
8. Extended Health Benefits
  - a. The Board shall pay 100% of the premium cost of the Provincial Extended Health Benefit Plan.
  - b. This plan shall be a condition of employment except where the employee has spousal coverage.
9. Salary Continuance
  - a. Teachers shall pay 100% of the premium cost of the B.C.T.F. Salary Indemnity Plan.
  - b. This plan shall be a condition of employment.
10. Dental Coverage
  - a. The Board shall pay 100% of the premium cost of a Dental Plan for each teacher employed by the Board which will include:
    - i. 100% of Plan "A" basic service
    - ii. 50% of Plan "B" prosthetic appliance, crown and bridge. Effective July 1, 2018, major dental coverage is per the provincial minimum.
    - iii. 50% of Plan "C" orthodontics, for minor dependents to a \$1500 lifetime per minor dependent. Effective July 1, 2015, orthodontics coverage and lifetime limit are per the provincial minimum.
  - b. This plan shall be a condition of employment.



11. Payment of Benefits for Teachers on Leave

- a. The Board shall contribute the premium payments for Articles B.11.6, B.11.7, B.11.8 and B.11.10:
  - i. while a teacher is on a medical leave of absence and is in receipt of Salary Indemnity Fund benefits and/or;
  - ii. for a period of one year when a person is on a medical leave of absence and is in receipt of benefits from a Salary Continuance Plan and/or;
  - iii. for a period of one year when a person is on a Deferred Salary Leave Plan, as described in this agreement.

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

1. Eligibility for Category 5+

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

2. Criteria for Category 5+

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

3. Salary Rate Calculation

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

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

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

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

[Note: In SD81, School Psychologists and Speech Language Pathologists are not part of the teacher bargaining unit]

**LOCAL PROVISIONS:**

**Article B.20: Initial Placement**

1. At the time of their appointment, the Board shall advise the teacher, in writing, of the documentation required to establish initial grid placement.
2. Each teacher shall submit all documentation required by the Board to establish salary placement.
3. Such documentation shall be submitted within three months of commencement of employment or change in categorization or certification.
  - a. The Board shall advise the teacher, in writing, when any documentation has not been received and then pursue the matter further with the teacher.
  - b. If such documentation is not submitted within three (3) months, the adjustment date shall be the first of the month following receipt by the Board.
  - c. The President of the Association shall be immediately advised of any teacher who is delinquent in submitting such documentation.
4. The teacher shall be responsible for advising the Board, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time lines.
  - a. The Board shall not refuse a request for extension of the time limits if the reasons are beyond the teacher's reasonable control.
5. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service and in accordance with the years of experience as determined in Article B.21 (Experience Recognition).
6. The Board shall notify the teacher, in writing, of the initial category and experience placement that has been assigned.

7. In the event that a teacher wishes to appeal their placement on the salary scale, for category and/or experience, the teacher must apply, in writing, to the Superintendent for adjustment.
  - a. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure, as outlined in this agreement will apply.

## **Article B.21: Experience Recognition**

1. All teaching experience in government inspected schools shall be recognized and credited for placement on the salary grid.
  - a. Teaching service, as specified above, in Provincial/Federal Government schools or similar Provincial/Federal institutions shall be credited, where the service is deemed equivalent to that of employment in the public school system. Similarly, teaching service or appropriate educational administrative services as a member of the staff of the provincial Ministry of Education, shall be credited.
  - b. Service as a member of a faculty of education recognized by the Ministry of Education for certification purposes, shall carry full credit.
  - c. Full-time service to the local Association or the British Columbia Teachers' Federation shall carry full experience credit. Part-time service shall be credited as for part-time teaching.
2. Years of related experience as a journeyman may be recognized as years of teaching experience.
  - a. Up to five years of such experience may be applied to a teacher who is teaching technical or vocational courses more than half time.
  - b. Such recognition shall be at a rate of one year's teaching experience for each two years of journeyman's experience.
3. Definition of Experience
  - a. One year experience equals ten (10) months of full-time employment or its equivalent except as indicated in Article B.21.3.a.i.
    - i. Maternity leave, without pay, of four months duration or less, during a school year shall carry full experience credit.
  - b. Teachers-teaching-on-call, while in the possession of a teaching certificate, shall accumulate experience credit, with twenty (20) days of teaching-on-call equaling one month of experience.

Note: Effective September 19, 2014, teacher teaching on call (TTOC) experience credit

is accrued in accordance with Article C.4 (TTOC Employment) and can be transferred in accordance with Provincial Letter of Understanding No. 16.

4. The increment date shall be as of September 1, November 1, January 1, or April 1.
5. Teachers joining the District shall be responsible to claim prior experience within thirty (30) days of commencement of employment. Proof of requests for verification must be received by the District within sixty (60) days.
  - a. Experience not claimed, or when verification has not been requested within the above timelines, shall not be considered for salary purposes during that year.
6. The Board will confirm with each teacher, annually in September or at the end of their first month of employment, a statement of category and experience levels.

#### **Article B.22: Payment Above Entitlement on Grid**

1. The salary grid is a basic grid and by agreement with the Association, a salary higher than that provided in the agreement may be paid in exceptional circumstances.

#### **Article B.23: Letters of Permission**

1. The Board shall notify the Association in writing when no suitable certificated candidate is available for a teaching position and a letter of permission may be necessary.
  - a. Upon request, the Board shall provide the Association with all relevant information related to a potential request for a letter of permission.
  - b. No district teaching vacancy shall be filled with a request for a Letter of Permission during the month of July. Any such vacancy shall be re-advertised during this time.
2. Persons holding Letters of Permission (LOP) whose years of preparation can be equated to years of university training shall be paid as if in the category one below that which would apply if their total years of training had included one year of teacher preparation.
3. Persons holding Letters of Permission (LOP) whose years of preparation cannot be equated to years of university training shall be paid as if in a salary category which will provide a salary appropriate to their teaching function. Such entitlement shall be agreed upon by the Board and the Association.
  - a. Placement shall not exceed Category 4 of Article B.1 (Salary) of this agreement.

## **Article B.24: Part-Time Teachers' Pay, Benefits and Expectations**

1. Part-time assignments are, from time to time, created to serve the needs of the District and to satisfy requests made by teachers.
  - a. All part-time assignments carry the expectation of the same attendance at staff meetings, in-service sessions and professional development days as do full-time assignments.
2. Part-time teachers shall be paid that portion of their regular grid placement that relates to the portion of the instructional week worked.
3. Part-time teachers shall be eligible to participate in all benefit plans on a pro rata basis.
4. The part-time teacher shall accumulate and be eligible to use the leave provisions of this agreement in the same proportion as that determined for payment of salary.
5. In recognition of the expectations as outlined in Article B.24.1.a, all part-time teacher's full-time equivalent (F.T.E.) status shall be calculated as: the number of minutes of instruction, divided by 1325 plus .01. [Effective June 30, 2019 it becomes 1315 plus .01.]

## **Article B.25: Pro Rata Benefits**

1. For purposes of this agreement, all leave entitlements, personal professional development allocations and classroom supply allowances are based on a teacher being employed for a complete school year.
2. All benefits shall be allocated on a pro rata basis where a teacher renders service for a portion of a school year.

## **Article B.26: Extra Assignment Allowance**

1. A teacher employed by the Board to give instruction in summer school, night school or adult education credit courses, or adult education courses leading to academic equivalency, or academic upgrading courses, or to participate in Board approved activities beyond the school year, shall be paid 1/950 of their category and experience placement for each hour of instruction, with a minimum of 2 hours per day or one/the prescribed number of days in the school year of their annual salary entitlement for each full day worked.
  - a. It is understood that this allowance includes any preparatory work required to offer instruction.

**Article B.27: Travel Benefit**

- 1. An amount equivalent to two (2) return airfares to Edmonton, Alberta for each family member is paid to each teacher as part of base salary as shown in Article B.1 (Salary).

**Article B.28: Long Service Bonus**

- 1. The following long service bonus will be paid on completion of the indicated years of aggregate teaching service in the district.

	3 Years	6 Years	10 Years
Effective July 1, 2019	\$ 629	\$ 944	\$ 1,258
Effective July 1, 2020	\$ 642	\$ 963	\$ 1,284
Effective July 1, 2021	\$ 655	\$ 983	\$ 1,309

- 2. For the purpose of this article, teaching service means ten months of aggregate service with the Board.
- 3. Payment of the long service bonus will be made upon return to the district subsequent to the year of qualifying service. For part-time teachers, who complete their service mid-year, the long service bonus shall be paid on the month following completion of the necessary service. For teachers who complete their service prior to December 31, they shall be paid their long service bonus upon their return to school in January.

**Article B.29: Positions of Special Responsibility**

- 1. The Board, in consultation with the Association, will develop job descriptions for all positions of Special Responsibility.
  - a. Such positions shall include any Lead Teachers, Helping Teachers, Head Teachers, Department Heads and/or any other positions agreed to by the two parties.
- 2. The Board shall negotiate with the Association any compensation or release time package.
- 3. Existing positions of Special Responsibility shall not be eliminated or changed without prior consultation with the Association.

**Article B.30: Isolation Allowance (Toad River)**

- 1. The Board shall pay an annual isolation allowance as follows to teachers assigned to the Toad River School.

Effective July 1, 2019	\$3,775
Effective July 1, 2020	\$3,851
Effective July 1, 2021	\$3,928

2. The allowance shall be payable in equal installments in accordance with established pay procedures.

### **Article B.31: Relocation Allowance**

1. Teachers moving to the District, to start regular employment, shall be reimbursed for moving their household and professional goods.
  - a. The Board shall, over a three year period, pay the actual costs incurred, of the first move, up to a maximum dollar amount as indicated below. Moves costing \$500.00 or less shall be paid outright in the first year.

Effective July 1, 2019	\$2,643
Effective July 1, 2020	\$2,696
Effective July 1, 2021	\$2,750

- b. Each school year the teacher returns to serve in the District, a one-third payment shall be made in September or within fifteen days of receipts being presented.

### **Article B.32: First Aid Allowance**

1. An allowance per Article B.32.1.c per annum shall be paid to a teacher chosen to act as a First Aid Attendant for the school staff. A teacher so chosen must hold a valid Industrial First Aid Certificate.
  - a. The Board shall reimburse the applicable course fees of the renewal of the certificate, subject to the successful completion of the course.
  - b. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.
  - c. 

Effective July 1, 2019	\$250
Effective July 1, 2020	\$255
Effective July 1, 2021	\$260

### **Article B.33: Board Directed Activities**

1. When a teacher is directed by the Board to take a class, course, seminar or other activity as a result of a change in assignment or government regulations, the costs of the activity, including travel, accommodations, per diem, course registration and materials shall be paid for by the Board.



## **Article B.34: Course Bonuses**

1. Credit Courses
  - a. A teacher completing a University credit course shall be paid a bonus at a rate of \$63.00 per equivalent U.B.C. credit to a maximum of twelve (12) units of credit in any one school year upon the prior approval of the Superintendent.
    - i. A full-year U.B.C. course lasts from September to April at three hours per week and equals six credits.
2. Non-credit Courses
  - a. A teacher shall be paid a bonus of up to a maximum of \$240 a year for non-credit courses approved in advance by the Superintendent.
    - i. This bonus applies to courses undertaken after the actual start of employment with the District and is only available for course work in July and August.

## **Article B.35: Classroom Supplies Allowance**

1. The Board recognizes that teachers incur expenses to support a variety of activities in their classrooms.
2. In order to compensate teachers, the Board shall provide each full-time teacher an annual allowance of \$275.00. This allowance shall be paid on a pro rata basis for part-time teachers and teachers who do not work a complete school year (late starts and mid-year resignations or leaves).
3. Payment shall be made within three (3) days of commencement of service.

## **Article B.36: Teacher Teaching On Call/Substitute Cost Calculation**

1. For the purpose of this agreement, the teacher incurred cost for "Leaves with Payment of Teacher Teaching On Call (TTOC)/Substitute Cost" shall be the cost of a Certificated TTOC.

## **Article B.37: Part Month Payment and Deductions**

1. A teacher shall be paid 1/10 of current annual salary for each month in which the teacher works all the prescribed school days that month.
  - a. For purposes of the above clause, any prescribed day on which the teacher is on authorized leave of absence shall be deemed to be a day of work and deductions, if any, which are authorized by this agreement or statutes, in respect of such leave of absence shall be made from the monthly payment required.

2. Where a teacher commences work on a day other than the first prescribed school day in a month, or terminates on a day other than the last prescribed school day in a month, the payment for that month shall be on the basis of grid placement multiplied by one over the prescribed school days for each day taught.

**Article B.38: No Cuts in Salary**

1. No teacher shall suffer a reduction in basic salary or benefits as a result of the implementation of this agreement.

## **SECTION C EMPLOYMENT RIGHTS**

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

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

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

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
  - a. Effective July 1, 2020 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in BC.  
  
[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]
  - b. Seniority Verification Process
    - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
    - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
    - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher Teaching on Call (TTOC)
  - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.

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

Local Provisions:

- 7. Principle of Security
  - a. The Board and the Association agree that increased length of service in the employment of the Board entitles employees to commensurate increase in security of teaching employment.
- 8. Definition of Seniority
  - a. In this Article, seniority means employee's aggregate length of service in the employment of the Board, inclusive of service under temporary or term appointment and part-time teaching. For the purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time service.
  - b. In addition to the provisions of C.2.8.a, the seniority of an employee on a continuing contract shall include:
    - i. seniority accumulated pursuant to Article C.2.3; and
    - ii. Seniority ported in accordance with Article C.2.2 provided that in no case, shall an employee be credited with more than 1 year of seniority for any calendar year.

- c. When the seniority of two or more employees is equal, pursuant to C.2.8.a and C.2.8.b above, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- d. When the seniority of two or more employees is equal, pursuant to C.2.8.c above, the employee with the greatest number of days of on-call teaching with the Board, prior to appointment, shall be deemed to have the greatest seniority.
- e. When the seniority of two or more employees is equal, pursuant to C.2.8.d above, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.
- f. When the seniority of two or more employees is equal, pursuant to C.2.8.e above, the employee with the earliest written offer of employment with the Board shall be deemed to have the greatest seniority.
- g. For the purpose of this Article, leaves of absence without pay in excess of one month shall not count toward aggregate length of service with the Board except leave for duties with the Association or the British Columbia Teachers' Federation.

### **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.

#### Local Provisions:

#### Evaluation of Teaching

- 2. All evaluation reports on teachers, including Teachers-Teaching-On-Call, shall be in writing.
- 3. Each written evaluation report shall be drafted on the basis of a reasonable number of observations, but not less than three, which reflect the teacher's assignment.
  - a. Wherever possible, periods chosen for observation should not occur during the week prior to Christmas break.
  - b. Teachers shall be notified, in advance, of the first observation period.
- 4. Involvement or non-involvement of a teacher in extra-curricular activities is outside the scope of an evaluation report.

5. A teacher may request, in writing, that the Superintendent assign an alternate evaluator to conduct the evaluation.
  - a. The Superintendent shall respond to the teacher's request.
6. The teacher shall be given a draft copy of a final report at least 48 hours prior to preparation of the final copy. They shall have the opportunity of meeting with the evaluator in the company of a third person to propose changes to the draft. The evaluator shall make every effort to discuss the draft report with the teacher prior to filing the final report.
  - a. The final report shall reflect any discrepancy between the teacher's assignment and their professional training.
  - b. The final report shall also describe the experience of the teacher in their assignment.
7. The teacher shall be given a copy of the final report at the time of filing.
  - a. 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.
8. Any dispute with respect to the application of procedures contained in this Article, shall be subject to the grievance procedures.
  - a. The process of an evaluation report is considered to be grievable.

#### Plans of Assistance

9. A Plan of Assistance shall be developed, in writing, after the first less than satisfactory report. It shall include specific timelines.
10. The Plan of Assistance shall be based on the areas of concern outlined in the less than satisfactory report and the individual teacher's circumstances.
11. The Plan of Assistance shall be developed with the agreement of the Association.
  - a. Sufficient resources shall be available for the Plan of Assistance to have a reasonable chance of success.
12. Where no agreement is reached the Board may start a Plan of Assistance.
  - a. The Plan shall then be submitted for review and possible alteration by a mutually acceptable member of the Teacher Regulation Branch who has experience evaluating teachers and whose decision shall be binding.
13. Where Association member/s are requested to aid in the delivery of a Plan of Assistance they shall be granted appropriate release time.

14. Where a teacher on a Plan of Assistance does not follow the timelines or the requirements of the plan in a substantive fashion, it shall be deemed to have been abandoned and a new evaluation may be initiated upon written notification to the teacher.
  - a. The Association will be immediately informed, in writing, if this occurs.

#### **Article C.4 TTOC EMPLOYMENT**

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

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

#### **LOCAL PROVISIONS:**

##### **Article C.20: Contract Status**

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:
  - a. term appointments made in accordance and subject to the provisions of this agreement;
    - i. A term appointment shall only be made to teachers replacing a teacher on leave or to teachers who commence employment after the start of the school year where such appointments are less than ten (10) months in duration.
    - ii. A term appointment may be extended with the approval of the Association.
    - iii. Where a known vacancy will occur for more than twenty-three (23) school days in one assignment, it shall be posted and filled as a Term Appointment.
    - iv. The Board agrees to provide to the Association, not later than October 1 of any school year, a list of teachers on term appointments for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.

- b. probationary appointments subject to the provisions of this agreement; and
- c. Teachers-Teaching-On-Call, subject to the provisions of this agreement.

### **Article C.21: Part-Time Appointments**

1. A teacher with a continuing full-time appointment to the teaching staff of the District may, without prejudice to that appointment, request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested.
  - a. The Board shall consider each request and respond in writing to the teacher.
2. When the request is granted by the Board, the teacher shall be entitled to return to a similar, full-time, assignment at the expiration of the period of time for which the Board has made the part-time assignment.

### **Article C.22: Probationary Appointments**

1. Probationary appointments may only be made to teachers in their first year of employment with the District.
  - a. Notwithstanding the above, teachers who move from a Term Appointment to a Continuing Appointment may be placed on probation within four (4) months of the commencement of continuing employment.
  - b. The Board shall not place a teacher on probation save and except for just and reasonable cause.
  - c. In the event that the Board places a teacher on a probationary appointment, it shall provide written reasons to the teacher and notify the Association in writing.
2. No recommendation to place a teacher on a probationary appointment for reasons of classroom performance shall be made:
  - a. without a minimum of three (3) formal observations by an Administrative Officer; and
    - i. Each observation shall have been documented in a written Observation Report and discussed with the teacher during a post conference.
    - ii. Any weaknesses in performance shall have been appropriately documented in the Observation Report.
    - iii. Recommendations for improvement shall have been outlined in written form on the Observation Report and discussed in post conferences.



- iv. Where the recommendations for improvement have included supervisory support this support shall have been documented in writing.
  - b. without the approval of the Superintendent of Schools.
- 3. Where a teacher is placed on a probationary appointment, a written plan of assistance, which specifies recommendations and timelines for improvement, shall be developed by an Officer of the Board in consultation with the Association.
  - a. This plan of assistance shall be discussed with the teacher and the teacher shall be given the opportunity for their input.
- 4. The Board may terminate a probationary appointment by giving thirty (30) days notice in writing. Such notice shall not be given during the first thirty (30) days of the probationary appointment.
  - a. No probationary appointment shall be terminated, for reasons of performance, without an Evaluation Report issued in accordance with this agreement. This Report shall be completed by an Administrator other than the individual involved in Article C.22.2.a.
    - i. An Evaluation Report shall not be issued prior to the expiry of the timeline within the plan of assistance.
    - ii. The teacher shall have the opportunity to discuss the report with the Superintendent. The teacher may be accompanied at such a meeting by a member of the Association.
- 5. A probationary appointment shall be effective until:
  - a. June 30th of the school year in which the probationary appointment is made; or
  - b. the Board rescinds the probationary appointment; or
  - c. it is terminated pursuant to Article C.22.4.

### **Article C.23: Contract Priority**

- 1. When issuing new continuing contracts, the Board shall ensure teachers receive the following priority:
  - a. teachers entitled to be re-engaged on continuing contract from the recall list under Article C.27 (Layoff, Recall and Severance Pay);
  - b. teachers on continuing, part-time contract, whose request to increase their percentage appointment has been granted by the Board, commencing with the teacher with the greatest seniority.

2. When making new term appointments, the Board shall ensure teachers receive the following priority:
  - a. teachers employed by the Board on term appointment entitled to recall under Article C.27 (Layoff, Recall and Severance Pay), commencing with the teacher having the greatest seniority.

#### **Article C.24: Dismissal of Teachers**

1. For purposes of Article C.24, teachers holding a term or a probationary appointment are excluded from the process described herein.
2. The Board shall not dismiss a teacher on continuing contract except where the Board has received three (3) evaluation reports, within a two (2) year period, stating that the performance of the teacher does not meet District expectations.
  - a. The Association shall be notified, in writing, within three (3) school days, of every does not meet District expectations report.
3. The evaluation reports shall be prepared pursuant to the School Act and in accordance with the process established in this agreement, and in accordance with the following conditions:
  - a. the reports shall have been issued in a period of not less than five (5) or more than twenty-four (24) months;
  - b. at least one of the reports shall be a report of the Superintendent of Schools;
  - c. the other two reports shall be the reports of:
    - i. a district based Administrator; or
    - ii. a school based Administrative Officer.
  - d. the reports shall be written by three different evaluators; and
    - i. The report writers shall not collaborate with regard to the content or the results of the report.
    - ii. The report writers shall not discuss with each other any reports made on the teacher's performance.
  - e. a plan of assistance shall be developed after the first does not meet District expectations report.
    - i. No new evaluation may be started while a Plan of Assistance is underway.

4. Where the Board intends to dismiss a teacher on grounds of a does not meet District expectations performance, it shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board within seven (7) days of such notice.
  - a. Where, subsequent to such a meeting, the Board decides to dismiss a teacher, it shall issue a notice, to be effective no less than thirty days from the date of the Board's decision and the notice shall include grounds for such action.

### **Article C.25: Dismissal and Discipline for Misconduct**

1. The Board shall not discipline or dismiss any person bound by this agreement save and except for just and reasonable cause.
2. Prior to the Board charging an employee with misconduct, the employee shall be advised in writing of that fact.
  - a. The teacher shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such a charge.
3. Where the Board considers that just and reasonable cause to suspend or dismiss a teacher for misconduct exists, the Board shall proceed as follows.
  - a. When a teacher is suspended, the President of the Association shall be immediately informed, in writing.
  - b. The Board shall provide the teacher with a written statement of the grounds on which the teacher is suspended or dismissed and a copy of all documents that will be considered by the Board seventy-two (72) hours prior to the meeting referred to in Article C.25.3.c.
    - i. The teacher shall have the right to file a written reply to the allegations prior to the meeting.
  - c. The Board shall, within no less than seventy-two (72) hours, convene a meeting of the Board which shall be held not later than seven (7) days after the day on which the suspension of the teacher takes effect.
    - i. The teacher shall be entitled to be accompanied by a member of the Association and by an advocate appointed by the Association or the Federation.
    - ii. All material presented at such a meeting shall be in writing.
    - iii. The teacher and/or their advocate has the right to address all material and present documentation, in addition to presenting a summary statement.

- d. The decision of the Board shall be communicated in writing and shall contain a statement of the grounds for the decision.
4. If the suspension in Article C.25.3 was without salary and the Board concludes that insufficient just and reasonable cause existed for Board suspension, the Board shall reinstate the teacher without loss of salary.
5. Where a teacher is suspended or dismissed, information in respect of the suspension or dismissal shall only be released to the public or the media by joint release by officials of the Board and Association.
6. The Association shall have the option of referring a grievance regarding the dismissal of a teacher directly to arbitration provided for in Article A.6 (Grievance Procedure).
  - a. At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention forty-eight (48) hours prior to the first Arbitration Meeting.

#### **Article C.26: Copyright Infringement or Violation**

1. Every teacher shall have the right to refuse to do work or offer instruction that would cause the teacher to be in violation of the Copyright Laws of Canada. This shall apply to the use of photocopiers, videotape machines, audiotape machines, and/or computers.

#### **Article C.27: Layoff, Recall and Severance Pay**

1. Definition of Qualifications
  - a. In this agreement, necessary qualifications in respect of a teaching position means a reasonable expectation, based on the certification, training, education, capability or experience of a teacher that the teacher will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.
2. Security of Employment Based on Seniority and Qualifications
  - a. When, for educational or budgetary reasons, 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.

- b. The Board shall give each teacher it intends to terminate, pursuant to this Article, thirty (30) calendar day's notice in writing, if such notice is to be effective at the end of a school term, containing the reason for the termination and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority.
  - i. The Board shall concurrently forward a copy of such notice to the Association.
  - ii. When the effective date of the termination does not coincide with the end of the school term, sixty (60) calendar days notice, in writing, shall be given.

### 3. Teacher's Rights of Re-engagement

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this article, provided that the teacher possesses the necessary qualifications for the available position.
  - i. If that teacher declines the offer, the position shall be offered to the teacher with the next greater seniority and the necessary qualifications, and the process shall be repeated until the position is filled.
  - ii. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this article.
- b. A teacher who is offered re-engagement, pursuant to Article C.27.3.a shall inform the Board whether or not the offer is accepted, within 96 hours of the receipt of such offer.
- c. The Board shall allow ten (10) days from the acceptance of an offer for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, a longer period should be allowed.
- d. A teacher's right to re-engagement under this Article is lost:
  - i. if the teacher refuses to accept two positions for which they possess the necessary qualifications; or
  - ii. twenty-seven months elapse from the date of termination under this Article and the teacher has not been re-engaged; or
  - iii. the teacher elects to receive severance pay under this Article.
- e. Article C.27.3.d does not apply if, at the time of such offers, the teacher would be entitled to maternity leave, or is attending university.

- f. The Board shall maintain a re-engagement list. Copies of this list will be sent to each person on that list and the Association at least once during the fall term and once during the spring term each year, at the teacher's last known address.
- g. A teacher re-engaged pursuant to this Article, shall be entitled to all sick leave credit accumulated at the date of termination.
- h. A teacher who retains rights of re-engagement, pursuant to this Article, shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement subject to the approval of the carrier(s) and provided that the teacher is not otherwise employed.
  - i. Payment of the full cost of such benefits will be made by the teacher.

#### 4. Severance Pay

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed pursuant to the School Act or Article C.24 (Dismissal of Teachers) or Article C.25 (Dismissal and Discipline for Misconduct), may elect to receive severance pay during the thirty (30) days following termination per Article C.27.3.d.
- b. Severance pay shall be calculated at the rate of 5% of one year's salary for each year of service in the District to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination. The balance of any unpaid moving expenses, as outlined in this agreement, shall be paid.
- c. A teacher who receives severance pay, pursuant to this Article, and who is subsequently re-hired by the Board, shall retain any payment made under the terms of this section and in such case, for purposes only of Article C.2.8 , the calculation of years' service shall commence with the date of such re-hiring.

#### 5. Disputes

- a. Any question regarding the application of this Article shall be subject to the grievance procedure.

## SECTION D WORKING CONDITIONS

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

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

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

1. Class size shall be as follows:

Combined Class or Combined Subject	24 students
A Secondary Class Which Requires more than one Subject Preparation	24 students
Any Other Class	26 students

- a. The Board shall provide the Association with class size numbers at each school, prior to the end of the second instructional day in September.
- b. When a class is scheduled to exceed the class size limit the Association shall be immediately notified in writing.

2. Laboratory, shop, or other specialized classes shall not exceed the number of students for which the facility is equipped when class assignments are made in September.

- a. The Home Economics classroom shall not have more than 24 students assigned to it.

### Article D.2: Class Composition And Inclusion

No provincial language.

Local Language:

1. The Association and the Board agree that class composition is critical to effective education.
  - a. A teacher who is concerned that the physical environment or composition of their class seriously affects normal exceptions for student learning, or where safety is a factor, has the responsibility to bring their concerns to the attention of the

principal of the school. The procedures set out below shall be followed without delay, if the matter cannot be resolved.

- i. The teacher shall meet with the principal, with or without the school staff representative, to resolve the concern.
  - ii. In the event that the concern of the teacher is not resolved at Step 1, the teacher, together with an Association representative, shall meet again with the principal who shall have in attendance the Superintendent of Schools, or designate.
  - ii. The Superintendent of Schools, or designate, shall seek to resolve the matter as soon as possible.
2. The Board and the Association agree that special needs children shall be integrated into regular classrooms for all or part of their program.
  3. A school based team, consisting of the Administrative Officer, teacher(s), learning assistance teacher or counsellor, district staff and/or special program teacher(s), shall be the decision making group for:
    - a. identification of students being integrated, the degree of integration, the placement of students, and program planning for the special needs student.
  4. If the program and/or placement is challenged by a parent or guardian, the Board's decision shall be final.

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

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

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

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1: 33.3 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.

#### Local Provisions:

4. Instructional Time Assignment
  - a. The instructional time assignment of a full-time teacher shall not exceed 1315 minutes per week averaged over a yearly basis. The instructional assignment of a part-time teacher shall be the pro-rated portion of the 1315 minutes per week in relation to the percentage of the teacher's appointment.
    - i. In this article, assigned instructional time is time in which the teacher is assigned to teach courses and lessons or supervise other curricular activities, but does not include any required supervision of the morning recess period.
  - b. Any teacher who is requested by the Board to work beyond the prescribed school year shall be paid the daily rate for each full day worked or any portion thereof, on a pro rata basis.

#### **Article D.5: Middle Schools**

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

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

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

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

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

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

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

## **LOCAL PROVISIONS:**

### **Article D.20: Dispensation of Medicines/Administration of Medical Treatment**

1. Teachers will not dispense medicines or administer medical treatment on a regular or predictable basis unless agreed upon as part of the school-based team and then only after having been given the appropriate training to do so. Teachers have the right to consult with the Association before agreeing to do so.

In an emergency situation, an employee of the Board is expected to act as a responsible parent in the administration of medication in any form to a child.

### **Article D.21: Supervision**

1. Teachers shall not be required to supervise more than thirty (30) minutes per week averaged over the school year.

### **Article D.22: Extra-Curricular Activities**

1. In this agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
2. The Board agrees that all teachers sponsoring extra-curricular activities do so on a voluntary basis.
3. Extra-curricular activities shall not form any part of a job description, posting, hiring, or evaluation of an employee.
4. While voluntarily involved in Board approved extra-curricular activities, teachers shall be considered to be acting in the employ of the Board for purposes of liability of the Board and coverage by the Board's insurance.
5. The Board agrees not to enter into an agreement with any employee which reduces their instructional assignment or provides other compensation for providing extra-curricular activities.

### **Article D.23: Staff Meetings**

1. The Board and Administration recognize that collaborative school based relationships promote the highest degree of professional responsibility, involvement and commitment. To that end staff meetings provide an opportunity for successful collaboration to take place.
2. Of critical importance to the collaborative process in schools are issues relating to school: philosophy, organization, discipline, budget, resource acquisition, educational change, staff development, etc.
  - a. In order to provide opportunity for discussion on substantive items, "administrative" should be confined to staff memos, bulletins, etc. Teachers may indicate agenda items that can be better dealt with by memo or bulletin at the outset of the meeting, and those present may elect to delete these items.
3. All staff members of a school have a right to place items on an agenda for discussion. Agenda items should be submitted at least forty-eight (48) hours prior to the meeting to be included on the published agenda that will be posted twenty-four (24) hours prior to the meeting.

4. Staff meeting times shall be determined at the beginning of each school year by school staffs, communicated to the Board and Association in writing, and subject to joint review by the Board and Association.
  - a. At the beginning of each school year, each school staff shall determine who will take minutes, the start time, the length and frequency of meetings. Further, a staff shall determine a clear process for determining whether a meeting is to be extended or for extending meetings beyond the agreed upon time.
  - b. To facilitate other Board and Association meetings, every effort shall be made to determine a common day for regular staff meetings.
  - c. Regular staff meetings shall not occur on weekends, holidays, or vacation periods as outlined in the school calendar.
5. Written minutes of staff meetings shall be kept and circulated to all staff members.
  - a. Staff meeting minutes shall be subject to ratification at the next staff meeting.

#### **Article D.24: Health and Safety Committee**

1. A District Health and Safety Committee shall be established by the Board. The committee shall have one teacher, chosen by the Association, as a member.

#### **Article D.25: Parent/Teacher Conference Days**

1. The Board shall provide two half non-instructional days each year for parent/teacher conferences.
  - a. The Board shall provide additional time, on a pro rata basis, to any primary teacher with student contacts exceeding twenty-four (24).
2. Each school staff shall be consulted by the Principal or designate regarding the scheduling of these days.
3. Parent/teacher conference days shall be considered as instructional days for salary purposes.

#### **Article D.26: Curriculum Implementation**

1. When new curriculum is being introduced to the District, it shall be the responsibility of the Board and the Association to strike a joint committee that shall make recommendations to the Board and the Association.

### **Article D.27: Elementary School Accreditation**

1. Prior to undertaking a school accreditation, an elementary School Staff Committee may clarify the purposes and objectives of the accreditation with the Superintendent.
2. The School Staff Committee may provide a recommendation to the Superintendent that an Elementary School Self Accreditation be initiated or delayed.

### **Article D.28: Relationship with Support BCGEU Staff**

1. The Association endeavors to ensure a positive working relationship with BCGEU staff. To this end, BCGEU staff shall not be responsible for the provision of education programs, and shall not perform instructional, evaluative or reporting duties, except under the supervision and guidance of a certificated BCTF staff member.
2. Teachers will not be required to formally evaluate or discipline BCGEU staff.

### **Article D.29: Teacher-In-Charge**

1. In the event that all Administrative Officers assigned to the school are absent for a half-day or more, a teacher may be designated to assume the duties specified in this article.
  - a. Each Principal or designate shall establish an annual process to solicit interest from teachers who wish to be considered for Teacher-in-Charge.
  - b. This process shall include identifying the teachers who are selected as potential candidates.
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 emergency matters as may arise, with required assistance from District Office Staff.
3. When designated as Teacher-in-Charge, the teacher shall be provided with release time from regular classroom duties.

### **Article D.30: Home Schooling**

1. A Home-schooled student is a child who is:
  - a. educated at home 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 education services in accordance with Ministry of Education Regulations.
2. A teacher assigned responsibility, by the Board, for any educational services to home-

schooled students shall be given adequate time to provide such services within their weekly instructional assignment.

### **Article D.31: School Calendar**

1. The Board will consult with the Association annually, usually by March 31, to define a calendar for the subsequent year.

## **SECTION E PERSONNEL PRACTICES**

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

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

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

#### **1. General**

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



## 2. Definitions

### a. Harassment includes:

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

### b. Sexual harassment includes:

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

## 3. Resolution Procedure

### a. Step 1

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

b. Step 2

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

c. Step 3

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

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

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

#### **4. Remedies**

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

#### **5. Informal Resolution Outcomes**

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - i. All discussions shall be solely an attempt to mediate the complaint;
  - ii. Any and all discussions shall be completely off the record and will not form part of any record;
  - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
  - iv. No discipline of any kind would be imposed on the respondent; and

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

## 6. Training

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

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

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

## **LOCAL PROVISIONS:**

### **Article E.20: No Discrimination**

1. There will be no discrimination against any member of the bargaining unit on the basis of race, color, creed, age, sexual orientation, physical handicap, gender, religious or political affiliation, national origin, marital status, whether they have children, or because they are participating in the activities of the Association or involved in any procedures to interpret or enforce the provisions of the collective agreement.
2. The Board does not condone and will not tolerate any expression of racism.
  - a. Any written allegation of racism, expressed in writing, or by or about a teacher will be investigated by the Superintendent and the results reported to the Board.

### **Article E.21: Posting and Appointment Procedures**

1. The Association recognizes that when vacancies occur during the school year it may be difficult to staff them from within the District without undue disruption to the instructional program. Such a vacancy may be staffed with a candidate from outside the District, at the discretion of the Superintendent.
  - a. If a teacher(s) on staff responds in writing to a mid-year posting, the Superintendent shall advise the teacher(s) that their request is possible mid-year, will be re-considered for the following September, or that their request has been denied and provide a reason.
2. For purposes of Article E.21, a vacant position is defined as: a teaching position remaining unstaffed for the upcoming school year subsequent to any school based reorganization and/or timetabling. Positions of Special Responsibility, Learning Assistance, Counsellor and Librarian positions become district-wide vacancies immediately on their creation or resignation or reassignment of the incumbent.
  - a. Once a vacancy is determined, it shall be posted in all schools within the District.
    - i. All vacancies occurring during the school year must be posted in staff rooms for a minimum of three (3) teaching days.
    - ii. A copy of all postings will be available on the Members only First Class Conference.
  - b. It shall be the responsibility of the teacher to respond to the posting of a vacancy within the timeline outlined.
3. In staffing vacancies, the Board shall:
  - a. ensure that teachers returning from leave of absence are given an assignment reasonably comparable, under the circumstances, to the one they vacated;

- b. re-engage teachers with the appropriate qualifications from the recall lists; and
- c. attempt to satisfy the transfer requests of teachers.

## **Article E.22: Board Initiated Transfers**

1. Transfers shall not be used by the Board as a means of discipline and shall not be based on an administrative officer's preference or made for arbitrary reasons.
2. No teacher shall be transferred from their community of residence without agreement of the teacher, unless no vacant position remains in the teacher's community of residence for which they possess the necessary qualifications and the teacher has the least seniority of teachers holding positions for which they are qualified.
  - a. For transfer involving change of community of residence, the Board shall pay reasonable moving and relocation expenses to the teacher.
  - b. By April 30th of each year, notice shall be given by the Board to the Association of its intent to transfer a teacher to another community.
3. A Board official intending to recommend transfer of a teacher, shall meet with the teacher prior to the recommendation being placed before the Board. The nature of the transfer and the reasons for it shall be communicated to the teacher.
  - a. The teacher shall be accompanied by a member of the Association.
  - b. The teacher shall have the opportunity to consider the matter and reply, in writing, before the recommendation is placed before the Board.
  - c. A teacher may refuse such a transfer, and elect to be placed on the recall list under Article C.27 (Layoff, Recall and Severance).
4. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject areas, only if:
  - a. there remain no vacancies in the teacher's existing grade level or subject area for which they have the necessary qualifications;
  - b. the teacher has the least district-wide seniority among teachers in their existing grade level or subject area; and
  - c. the Board provides adequate teacher support commensurate with the degree of change of assignment.
5. A teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three school years.

6. Notice of transfer shall be made not later than June 5th in a school year for the next school year, save when it is necessitated by circumstances not reasonably known to the Board at that time.
7. A teacher who is transferred for reasons of projected enrollment decline, position reduction or other such factor shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize.

### **Article E.23: Teacher Initiated Transfer**

1. Teachers may apply for transfer to any vacant position posted at the time it is posted, and may apply for transfer generally by request, in writing, to the Superintendent by March 31.
  - a. Teachers wishing consideration for vacant positions which arise as a result of resignations during the summer shall so indicate, leaving a contact phone number, and shall be considered.
2. If the request for transfer is not granted the teacher shall be notified, in writing, as soon as possible and they shall be given reasons why the transfer was not effected.
  - a. Some reasons may include: seniority, experience and qualifications.
3. A teacher who is not granted their request for a transfer may, within seven days of notification, request a meeting with the Superintendent to discuss the reasons given.
  - a. The teacher may be accompanied at such a meeting by a member of the Association.

### **Article E.24: Assignments**

1. A staff meeting shall be held prior to June 9, for the purpose of discussing the proposed timetable and staff assignments for the next school year.
2. A teacher who feels that their assignment is not consistent with their qualifications, training, or experience shall have the opportunity to meet with the Superintendent within five (5) days of confirmation of the assignment.
  - a. The teacher may be accompanied by a member of the Association.
  - b. A teacher's assignment is subject to the grievance procedure on the basis that it is not consistent with their qualifications, training and experience.
3. Assignments which are changed after July 1st of any given year require written notification to the teacher/s involved and the Association.

## **Article E.25: Personnel Files**

1. There shall be only one personnel file for each teacher, maintained at the District office and this file shall contain all the materials relevant to the teacher's employment.
  - a. No material derogatory to a teacher's conduct, service, character, or personality shall be placed on the files unless the teacher and the Association have been notified and have had the opportunity to review the material.
  - b. Any file relating to a teacher, kept at a school, shall be destroyed when the teacher leaves that school.
2. After receiving a request from a teacher, the Superintendent, in respect of the District file, or the Principal or designate of the school, in respect of any school file, shall forthwith grant access to that teacher's file.
  - a. An appropriate Board Official shall be present when a teacher reviews their file.
3. A teacher may request that a document(s) be removed from their file.
  - a. Where material critical of the teacher, in the nature of a reprimand, or a letter of direction, is placed in the file, the teacher may request to have the material removed two years after the filing, provided that no further material of that nature has been subsequently filed.
  - b. In the event that the appropriate Board Official does not agree to removal of specified material, the teacher may file a grievance.

## **Article E.26: School Act Appeals**

1. The Association and the Board recognize that from time to time, disagreements may arise between teachers and parents/guardians and/or students. The Association and the Board also recognize that these disagreements are usually best handled at the teacher/parent/guardian and/or teacher/student level.
2. Where a student and/or parent/guardian files an appeal under the School Act (Section 11) and/or Board Policy of a decision of a teacher covered by this agreement, the employee and the Association shall immediately be notified of the appeal.
3. The teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.



## **SECTION F PROFESSIONAL RIGHTS**

### **LOCAL PROVISIONS:**

#### **Article F.20: Technological Change**

1. Definition
  - a. For the purposes of this agreement the term “technological change” shall be understood to mean changes introduced by the Board in areas of automation and new equipment different in nature, type or quantity from that previously utilized, where such changes significantly affect the terms and conditions or security of employment of members of the Association or alters significantly the basis on which the agreement was negotiated.
2. Consultation
  - a. When the Board intends to implement a technological change, the Board shall request a meeting with the Association to determine whether or not the intended change constitutes a technological change as defined herein.
3. Notice
  - a. When it is determined that a technological change is to be introduced, the Board shall so notify the Association in writing. Such notice shall be given as far as possible in advance of, and at least 90 days before, the term in which the introduction of the technological change is intended.
  - b. The notice of intent to introduce a technological change shall contain:
    - i. the nature of the change;
    - ii. the date on which the Board proposes to effect the change;
    - iii. the approximate number, type and location of Association members likely to be affected by the change;
    - iv. the effects the change may be expected to have on Association members’ working conditions and terms of employment; and
    - v. all other pertinent data relating to the anticipated effects on Association members.
  - c. The Board shall update this information as new developments arise and modifications are made.

4. Negotiations
  - a. When the Board has notified the Association of its intention to introduce a technological change, the parties shall meet within the next thirty (30) days to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the Board to protect the Association members from any adverse effects, and until such agreement is reached, the technological change shall not be introduced.
  - b. Such agreement may include:
    - i. the provision of training or retraining to one or more Association members;
    - ii. the transfer or reassignment of Association members to other assignments; and
    - iii. the entering into a letter of agreement protecting Association members from anticipated health and safety effects.
5. Resulting Agreements
  - a. When the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a Letter of Agreement between the parties. Such letters of agreement shall have the same effect as the provisions of the existing agreement and shall be subject to the grievance procedure.

#### **Article F.21: Professional Development Allocation**

1. The Board shall pay each teacher an allocation of \$1400 per annum to undertake professional development during the term of this agreement. Teachers are encouraged to participate in a variety of professional development experiences over the course of their career.
  - a. Teachers who leave the Board's employ prior to the conclusion of the school year shall return the pro-rated portion to the Board.
2. Teachers must file a professional development plan with the Administrative Officer of the school which clearly describes the professional development goals and activities.
  - a. Where a teacher has not filed a professional development plan by May 1 of any school year they shall not be eligible to receive the allowance.
  - b. Any unspent monies shall be reallocated by the Board for other professional development activities to be arranged in consultation with the Professional Development Committee.

3. Funds will be released by District Office upon the approval of the professional development plan by the Administrative Officer. The District Office will provide the Professional Development Committee with monthly summaries of activities approved.
  - a. In the event that a professional development plan is not approved by the Administrative Officer a teacher may appeal to the Professional Development Committee.
  - b. The decision of the Professional Development Committee shall be final.
  - c. In the event that a plan is not approved in F.21.3.b, reasons shall be given so that the plan may be revised and resubmitted as per Article F.21.2.
4. A teacher may be released for a maximum of three (3) days per annum to engage in activities approved in the professional development plan.
  - a. The cost of Teachers-Teaching-On-Call for teachers released from duties for professional development activities shall be borne by the Board and shall be in addition to the allowance specified in Article F.21.1.
5. With the submission of a professional development plan by May 1 of the first year, a teacher may elect to carry forward their funding allowance for an additional year.
  - a. The funding allocation for a 2 year professional development plan will not exceed \$2800.
  - b. A teacher electing the 2 year plan may be released for a maximum of three (3) days to engage in activities approved in the 2 year professional development plan.
  - c. Additional professional development days may be granted upon approval of the Superintendent to engage in conference or training opportunities as approved in the 2 year professional development plan.

## **Article F.22: Professional Development Fund**

1. The Board shall establish a fund for the purpose of promoting the professional development of the teaching staff of the District.
2. The Board shall pay an annual amount of \$140 per FTE teacher into the Professional Development Fund. Each FTE teacher shall contribute, through the Association, an annual sum of \$140 to the Professional Development Fund.
3. Professional Development Funds shall be administered by the Professional Development Committee.
  - a. At the end of each year a report of the income and expenditures of the account shall be presented, in writing, to the Board and to the Association.

4. The Committee shall be chaired by the Association's Professional Development Chairperson and shall comprise:
  - a. one representative from each of the staffs at Fort Nelson Secondary, R.L. Angus, G.W. Carlson and J.S. Clark Schools;
  - b. one representative from the School Based Administrative Staff;
  - c. one representative from the District's Administrative Officers; and
  - d. one member of the Board of Education;
  - e. the Association's Professional Development Chairperson shall represent itinerant teachers and the staff at Toad River School.
5. Professional Development Funds shall be used solely for the purpose of professional improvement activities as approved by the Professional Development Committee.
  - a. The District shall work cooperatively with the Professional Development Committee to conduct an annual needs assessment, resulting in the formation of school and district objectives. Results shall be shared with all parties.
6. Professional Development Funds are not to be used to fund district curriculum or program implementation, local Association activities or British Columbia Teacher Federation activities.
7. Any unspent monies shall be accrued for future use by the Professional Development Committee.
  - a. Such monies shall not be used to reduce either the Association or Board contributions in future years unless mutually agreed upon.

### **Article F.23: Non-Instructional Days**

1. At least two (2) non-instructional days each year as prescribed in the District Calendar shall be used for teacher Professional Development Committee directed activities.
2. Non-instructional days shall be considered as instructional days for salary purposes.
3. The Professional Development Committee may make recommendations to the Board of Education to promote professional development at an individual and school level.
4. The Board and the Association agree to collaborate on the development of a long term in-service calendar.
  - a. By February 15th of each year this calendar should outline the Ministry mandated curriculum changes for the next two school years.
  - b. The Association, through the Professional Development Committee, may make recommendations to the district during the Board's budget setting process.

## **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 (Medical Leave) for sick leave use and accrual]

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

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

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

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

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

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

[See also Article G.23 for short term compassionate leave of up to 5 days.]

### Article G.3: Employment Standards Act Leaves

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

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

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

### Article G.4: Bereavement Leave

**[This Article contains various paid and unpaid leave provisions. Please read the article in its entirety to understand the full leave entitlements provided herein.]**

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 Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “family member” means:

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

- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

[See also Article G.4.6.]

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

Local Provisions:

- 5. Where leave has been granted under Article G.4.1, leave of absence in excess of five (5) days may be granted with pay, or less the cost of a Teacher Teaching On Call (TTOC), upon request to the Superintendent of Schools.
- 6. In the event of the death of any relative not mentioned in Article G.4.1 the teacher shall be entitled to special leave for one (1) day with pay, and additional days, if necessary, without pay, for travel.

[See also Article G.4.3 for unpaid leave]

- 7. In the event of the death of a friend of the teacher, the teacher shall be entitled to special leave for one (1) day with pay, for the purpose of attending the funeral and additional days, if necessary, without pay, for travel.

**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.25 (Discretionary Leave)]

## **Article G.6: Leave For Union Business**

[PCA Article G.6.1.b applies for the purposes of Article A.10 only. PCA Articles G.6.1.a and G.6.2 through G.6.8 do not apply in School District No. 81 (Fort Nelson)]

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.

Elected union officer release

9. Such leaves will be granted upon request.
10. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

## **Local Provisions**

### Leave for Association and Federation Business

11. An employee covered by this agreement who is an appointed delegate of the BCTF, shall be entitled to release from teaching duties in order to carry out the business of the Association and/or the BCTF to a maximum of five (5) days per school year.
  - a. Such leave shall be granted subject only to the British Columbia Teachers' Federation or Local Association reimbursing the Board for the full cost of a Teacher Teaching On Call (TTOC).
  - b. Additional release time may be requested and shall not unreasonably be denied.
12. In the event that an employee covered by this agreement is appointed on a term contract of employment to the administrative staff of the BCTF, a leave of absence without pay shall be granted for the duration of those duties.
13. The Superintendent or their designate shall authorize leave of absence, with full pay, to a maximum of four (4) members, for the Association's Negotiation Team to attend negotiations, conciliation, or arbitration meetings with the Board or its Negotiation Committee.
  - a. Such meetings shall be as mutually agreed upon and the total shall be limited to ten (10) days.

14. Where the Association ratifies release time for the President:
  - a. The Board will continue to pay the President their full salary and benefits. The Association shall reimburse the Board the pro rata costs of salary and benefit costs for this release time.
  - b. For purposes of pension, experience, sick leave, and seniority, the President shall be deemed to be in the full employ of the Board.
  - c. The President shall inform the Board of any days or partial days, if any, that they are absent from presidential duties due to illness. Such days, or part days, shall be deducted from the President's accumulated medical leave.

*Implementation:*

*The parties will develop a schedule of articles that are replaced by this article. Where a superior provision is identified in the previous collective agreement, this provision will not apply and the superior provision will continue to apply.*

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

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

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

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

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

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

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

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

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

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

### **Article G.11: Cultural Leave for Aboriginal Employees**

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

### **LOCAL PROVISIONS:**

#### **Article G.20: Medical Leave**

1. Medical leave with pay is earned at the rate of one and one-half (1 1/2) days for each month taught by the teacher in the service of the Board.
  - a. For the purpose of Article G.20, a month taught shall mean a month in which a teacher has taught one-half of the prescribed days.
2. Unused medical leave shall accumulate.
  - a. There is no maximum to the number of days of medical leave that may be accumulated, but no more than 120 days may be used in one school year.
3. Any days during which the teacher has been absent with full pay for reasons of illness, unavoidable quarantine, or medical appointments shall be charged against any medical leave accumulated by the teacher.
  - a. When requested, teachers shall provide a medical certificate where one is reasonably available.
4. Fifteen (15) days of medical leave shall be available to each teacher at the beginning of each school year.
  - a. Teachers commencing employment with the Board during the year shall have available to them the pro rata portion of medical leave benefits which would accrue to them for the balance of the school year.
  - b. In the event that any paid medical leave is advanced and not subsequently earned, the amount advanced shall be repaid by the teacher to the Board.
5. Each teacher shall receive, by September 30, an annual accounting of their accumulated medical leave.

6.
  - a. If a teacher resigns from the District and subsequently resumes a position as a teacher with the District, they shall be entitled to all of the banked medical leave they possessed before leaving except for unused medical leave that was previously ported from SD No. 81 to another district, pursuant to Article G.1 (Portability of Sick Leave).
  - b. Pursuant to Article G.1 (Portability of Sick Leave), an employee who is rehired to SD No. 81 is entitled to port a maximum of sixty (60) unused medical leave days accumulated or ported in their previous school district.
7. All monies received by a teacher by way of compensation for loss of wages under the Workers' Compensation 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.
  - a. Medical leave shall be deducted at the rate of .25 for each day salary is reimbursed to the Board by the Workers' Compensation Branch.
  - b. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during a period of temporary disablement.

[See PCA Article G.1 (Portability of Sick Leave) for porting of medical leave to/from other school districts.]

## **Article G.21: Maternity/Paternity/Adoption Leave**

1. Leave with Pay
  - a. On the birth, adoption, or assumption of legal guardianship of a child, a teacher shall be granted parenthood leave with pay up to a maximum of two (2) days per school year.
2. Short-term Maternity Leave
  - a. Upon written request, a pregnant teacher shall be granted an unpaid leave of absence:
    - i. as provided for in Part 6 of the Employment Standards Act(1996); or
    - ii. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester.
3. Extended Maternity Leave
  - a. Teachers granted leave under Article G.21.2 who choose not to return to work at the expiration of that leave may apply for extended maternity leave five (5) weeks

prior to the start of a semester or term or by May 31 in respect to leave expiring on June 30.

- i. A teacher's application for leave may be considered with shorter notice.
  - b. Upon written request, an unpaid leave shall be granted for a period of up to a maximum of twenty (20) school months, with return to coincide with the commencement of a term or semester.
  - c. Teachers returning from extended maternity leave shall do so at the commencement of a term or semester and shall notify the Board five weeks in advance except in respect to leave expiring June 30 where notice shall be given by May 31.
    - i. In the case of an incomplete pregnancy, death of the child, or other special situation, a teacher may return to duty earlier than provided in the agreed upon leave.
    - ii. A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act (1980) and the maternity and extended maternity leave provisions of the agreement shall apply.
    - iii. The teacher intending to make an early return to duty will submit a written request and a medical certificate.
  - d. When a teacher has been granted extended maternity leave the Board will make provisions for benefits, provided the teacher pays the Board for the benefit plan premiums.
4. Long Term Parenthood Leave
  - a. A teacher with a dependent child shall be granted, upon written request, a parenthood leave of absence without pay for a stated period of time, as requested by the teacher, up to a maximum of twenty (20) school months.
    - i. Their return to duty will coincide with the commencement of a term or semester.
  - b. Parenthood leave shall be granted to either parent if both are employees of the Board.
  - c. Parenthood leave shall also be granted in the case of adoption or assumption of legal guardianship.
5. Adoption Leave
  - a. In the case of adoption, maternity leave, as described in Article G.21.2. shall be granted upon written request and shall commence from the date of arrival of the child in the home.

6. Assignment
  - a. A teacher returning from any leave described above within a school year shall be reassigned to the same position held prior to the leave.

### **Article G.22: Jury Duty/Appearance in Legal Proceedings**

1. The Board shall grant a leave of absence, with pay, to any employee summoned for either jury duty or required to appear at a legal proceeding.
  - a. An employee on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of traveling costs and meal allowances.

### **Article G.23: Compassionate/Family Illness Leaves**

1. Compassionate Leave
  - a. The Board shall grant, upon request to the Superintendent of Schools, leave of absence, with pay, to a maximum of five (5) days per school year in the case of the critical illness of a spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
  - b. Leave of absence for critical illness, in excess of five (5) days may be granted with pay, or less the cost of a Teacher Teaching on Call (TTOC), upon request to the Superintendent of Schools.

[See also Article G.2 (Compassionate Care Leave) for leave longer than 5 days]

2. Family Illness Leave
  - a. In the case of illness in the family of a teacher, and when no other person at the teacher's home can provide for the needs of the ill person, the teacher shall be entitled, after notifying their supervisor, to use up a maximum of two (2) days paid leave, at any one time, for this purpose. Additional days may be approved at the discretion of the Superintendent.
    - i. Such leave shall be debited to the teacher's medical leave.

### **Article G.24: Emergency Leave**

1. A teacher may be granted leave, with salary, one (1) day per year in the event of an emergency.
2. Additional days with pay, less the cost of the Teacher Teaching on Call (TTOC), may be granted by the Superintendent.

3. Teachers from Toad River School who are stranded in Fort Nelson due to road closures by the Department of Highways or extreme weather conditions shall be granted emergency leave with pay in every instance.

### **Article G.25: Discretionary Leave**

1. Discretionary leave, with pay, up to a maximum of two (2) days shall be granted each school year.
2. Such leave will only be granted if the circumstances of the school staffing at the time permits.
  - a. Such leave shall not extend Christmas or Spring Break or summer vacation period.
  - b. A maximum of one (1) discretionary day can be used to extend a professional development leave. Any additional discretionary leave to support professional development requires Superintendent approval.

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

### **Article G.26: Leave for Elected Office**

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, they shall be given leave of absence, without pay, during the election campaign.
2. 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.

### **Article G.27: Community/Marriage/Graduation Leaves**

1. Community Leave
  - a. A teacher shall be granted leave with salary, one (1) day per school year, to participate in community service. Community service is defined as: teachers taking a leading part in a community service who need to attend important functions connected with that activity. A sports activity, where the teacher is a participant, is not considered a community service.
  - b. Teachers involved with coaching may be granted one (1) additional day to attend coaching clinics.
  - c. Additional days with pay, less the cost of the Teacher Teaching On Call (TTOC), may be granted by the Superintendent.



2. Marriage Leave
  - a. A teacher may be granted leave with pay, less the cost of a TTOC, in the event of the marriage of a member of the teacher's immediate family or the teacher.
3. Graduation Leave
  - a. A teacher may be granted leave, with pay, to attend their graduation.
  - b. Leave with pay, less the cost of a TTOC, shall be granted to attend the graduation of a member of the teacher's immediate family.

### **Article G.28: Long Term Leave of Absence**

1. The Board may grant unpaid long-term leaves of absence to teachers with a minimum of three (3) years of service.
2. Application for leave under Article G.28 shall be made in writing to the Superintendent of Schools by March 31st of the year in which the leave is to start.
  - a. The Board, at their discretion, may consider requests made after March 31st.
3. Unless otherwise agreed to, all leaves shall start on September 1st.
4. During the period of leave the teacher may, by pre-payment or ongoing payment, continue to receive medical, extended health, group life insurance and dental benefits in accordance with the agreement.
5. On return from leave, the teacher shall be assigned to a reasonably comparable position, unless a different assignment is mutually agreed upon.

### **Article G.29: Deferred Salary Leave Plan**

1. The Board shall administer a Self-Funded Leave Plan as determined by a separate agreement.
2. Application for leave under Article G. 29 shall be made in writing to the Superintendent of Schools by March 31st of the year in which the leave is to start.
  - a. Unless otherwise agreed to, all leaves shall start on September 1st.
3. On return from leave, the teacher shall be assigned to a reasonably comparable position, unless a different assignment is mutually agreed upon.
4. The Board shall approve up to two (2) district leave requests per school year on a first received, first approved basis.

5. The Board agrees to provide a Deferred Salary Leave Plan between itself and the Fort Nelson District Teachers' Association enabling District teachers with three (3) years seniority in the District to plan and finance a one (1) year leave of absence from the District.
6. The teacher shall be entitled to a continuation of all eligible employer benefits, provided that such continuation is at no cost to the Board.
7. It is understood that withdrawal from the plan can take place at any time in any year up to May 1<sup>st</sup> of the year in which the leave is scheduled to begin.
8. This plan is a five (5) year plan with the fifth year being the leave. One quarter of the teacher's salary will be held in each of the first four (4) years and will be paid out over the fifth year as outlined in Article B.9 (Pay Periods).

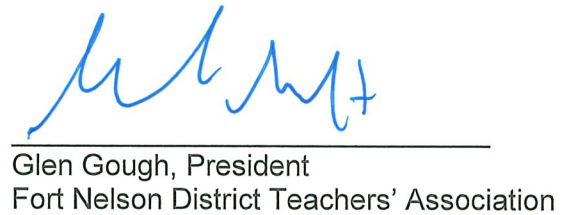
## SIGNATURES

Signed at SD81, British Columbia, this 26 day of April, 2023



---

Mike Power, Secretary Treasurer  
School District No. 81 (Fort Nelson)



---

Glen Gough, President  
Fort Nelson District Teachers' Association

*Leanne Bowes*

---

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



---

Clint Johnson, President  
British Columbia Teachers' Federation

## **APPENDIX A    DEFINITIONS**

### **Local Agreements or Previous Local Agreements:**

Refers to the previously negotiated collective agreements negotiated by each of the 60 school districts.

### **Provincial Agreement:**

Refers to the provisions of the Provincial Collective Agreement (including the new provincial articles) and the previous local agreements.

### **Working Document:**

Refers to the document prepared by each district which will serve as a working guide for teachers and administrators in the district. The working document will contain the provisions of the Provincial Agreement and the previous Local Agreement.

### **Collective Agreement Administration Manual:**

Refers to the manual prepared by BCPSEA to assist administrators and district staff in the interpretation of the Provincial Agreement.

### **Discretionary Leave (Article G.25)**

While discretionary leave, by definition, is at the discretion of teachers, it is important to recognize the circumstances of school staffing in making arrangements. Advance notice is encouraged to allow for full professional service to children.

### **Instructional Time Assignment (Article D.4.4)**

The total instructional week for students is greater than the instructional assignment of teachers. The difference in time is commonly called "Preparation Time". This time is intended to be used for: planning; record keeping; student evaluation; consultation with parents, students, and colleagues; inter class/school visits; etc.

It is accepted that teachers are available, for the most part, at their school during this time.

### **Personal Professional Development Allocation (Article F.21)**

This article reflects a healthy financial commitment to professional development and growth of teachers. Plans should clearly articulate professional development goals.

The monies can be utilized to support several activities, for example: membership in provincial specialist associations, subscriptions to professional journals, attendance at a conference, inter-school visits, etc.

### **Teachers Teaching-On-Call (Article B.2)**

The British Columbia School Act requires the use of certificated replacement teachers whenever a teacher is absent from instructional duties.

Non-certificated, unqualified substitutes are only to be used when no alternative exists.

### **Parent/Teacher Conference Days (Article D.25)**

The intent of parent/teacher conferences is to report to each parent on their child's progress. A parent/teacher conference replaces a written report. Release days described in this Article are intended to support this activity. It is recognized that the time allocation may not be sufficient to meet every parent, but it is a teacher's professional responsibility to report to all parents.

# 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 8<sup>th</sup> day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

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

Appendix 1 – Provincial Matters

**Housekeeping – Form Issues**

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

**Section A – The Collective Bargaining Relationship**

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



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

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

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

### **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

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

**January 22, 2021 - Provincial Matters**

<b>Appendix 2</b> <b>LOCAL MATTERS</b>
---

**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 7<sup>th</sup> of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“R. Worley”

“K. Halliday”

**LETTER OF UNDERSTANDING NO. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

Original signed by:

---

Jacque Griffiths  
For BCPSEA

---

Susan Lambert  
For BCTF

**LETTER OF UNDERSTANDING NO. 3. a**

**Between**

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

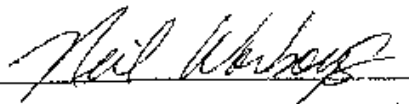
**THE BRITISH COLUMBIA PUBLIC SCHOOL  
EMPLOYERS' ASSOCIATION  
(BCPSEA)**


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

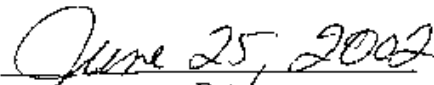
**Transitional Issues—Amalgamated School Districts—SD.5 (Southeast Kootenay), SD.6 (Rocky Mountain), SD.8 (Kootenay Lake), SD.53 (Okanagan-Similkameen), SD.58 (Nicola-Similkameen), SD.79 (Cowichan Valley), SD.82 (Coast Mountains), SD.83 (North Okanagan-Shuswap), SD.91 (Nechako Lakes).**

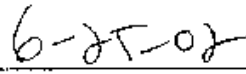
---

Does not apply in School District No. 81 (Fort Nelson)

  
British Columbia Teachers' Federation

  
British Columbia  
Public School Employers' Association

  
Date

  
Date

**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. 81 (Fort Nelson)

Original signed by:

---

Jinny Sims  
BCTF President

---

Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

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

Original signed by:

---

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 13<sup>th</sup> 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
<b>47 - Powell River (only part of district approved)</b>	
Texada Elem	Texada Island
Kelly Creek Elem	
<b>49 - Central Coast (Entire District)</b>	
<b>50 - Haida Gwaii (Entire District)</b>	
<b>51 - Boundary (only part of district approved)</b>	
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
<b>52 - Prince Rupert (Entire District)</b>	
<b>54 - Bulkley Valley (entire district approved)</b>	
<b>57 - Prince George (only part of district approved)</b>	
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
<b>59 - Peace River South (Entire District)</b>	
<b>60 - Peace River North (Entire District)</b>	
<b>64 - Gulf Islands (only part of district approved)</b>	
Saturna Elementary	Saturna
<b>69 - Qualicum (only part of district approved)</b>	
False Bay School	Lasqueti
<b>70 - Alberni (only part of district approved)</b>	
Bamfield	Bamfield

Wickanninish	Tofino
Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet
<b>72 - Campbell River (only part of district approved)</b>	
Surge narrows	Read Island
Sayward Elem	Village of Sayward
Cortes Island	Cortes island
<b>73 - Kamloops/Thompson (only part of district approved)</b>	
Blue River Elem	Blue River
Vavenby Elem	Vavenby
Brennan Creek	Brennan Creek
<b>74 - Gold Trail (only part of district approved)</b>	
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
<b>81 - Fort Nelson (Entire District)</b>	
<b>82 - Coast Mountain (Entire District)</b>	
<b>84 - Vancouver Island West (entire district approved)</b>	
<b>85 - Vancouver Island North (Entire District)</b>	
<b>87 - Stikine (Entire District)</b>	
<b>91 - Nechako Lakes (Entire District)</b>	
<b>92 - Nisga'a (Entire District)</b>	
<b>93 - Conseil Scolaire Francophone (only part of district approved)</b>	
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 26<sup>th</sup> 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 26<sup>th</sup> day of March, 2020

Original signed by:

---

Alan Chell  
For BCPSEA

---

Teri Mooring  
For BCTF

*Revised with housekeeping March 26, 2020*

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

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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]<sup>1</sup> / SD No. 39 (Vancouver)
  - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
  - c. Vancouver Island West Teachers' Union / SD No. 84 (Vancouver Island West)
8. The local unions representing all members in the school districts in paragraphs 7.a through 7.c may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the collective agreement.

Agreed to on: November 26, 2012

*Revised: May 13, 2015*

Original signed by:

---

Renzo Del Negro  
For BCPSEA

---

Jim Iker  
For BCTF

---

<sup>1</sup> The references to VSTA and VESTA represent internal union organization. The reference to the Vancouver Teachers' Federation is for collective agreement matters.  
School District No. 81 (Fort Nelson) & Fort Nelson District Teachers' Association Working Document  
July 1, 2019-June 30, 2022                      Final Version: March 9, 2023

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

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

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

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

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

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

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

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

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

Original signed by:

---

Renzo Del Negro  
For BCPSEA

---

---

Jim Iker  
For BCTF

---

---

For School District 51

---

For Boundary Teachers'  
Association

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

### **BETWEEN**

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

### **AND THE**

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

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

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

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

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

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

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

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

Example:

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

*Original signed by:*

Renzo Del Negro

Jim Iker

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
BCTF

April 22, 2015

\_\_\_\_\_  
Date



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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date Signed

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

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

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

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

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

**THEREFORE THE PARTIES AGREE THAT:**

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

### Shared Commitment to Equitable Access to Learning

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

### Schedule "A" of All Restored Collective Agreement Provisions

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

### Agreement to be Implemented

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

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

4. All language pertaining to learning specialists shall be implemented as follows:
  - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
    - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
    - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
    - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;

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

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

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

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

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

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

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

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

The size of primary classes shall be limited as follows:

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

##### **K-3 Superior Provisions to Apply**

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

##### **Class Size Language: 4-12**

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

## **PART II – CLASS COMPOSITION PROVISIONS**

### **Implementation of Class Composition Language**

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

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

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

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

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

14. School Districts will make best efforts to achieve full compliance with the collective agreement provisions regarding class size and composition. Best efforts shall include:
  - A. Re-examining existing school boundaries;
  
  - B. Re-examining the utilization of existing space within a school or across schools that are proximate to one another;

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

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

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

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

### Non-Compliance

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

- compelling family issues;
- sibling attendance at the same school;
- the age of the affected student(s);
- distance to be travelled and/or available transportation;
- safety of the student(s);



- the needs and abilities of individual student(s);
- accessibility to special programs and services;
- anticipated student attrition;
- time of year;
- physical space limitations;
- teacher recruitment challenges.

Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

## LETTER OF UNDERSTANDING NO. 13

### BETWEEN

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

### AND THE

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

Re: Section 53 – Joint Consultation and Adjustment Opportunities

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

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

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

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

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

**AND THE**

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

Re: Cultural Leave for Aboriginal Employees

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

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

**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN**

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

**AND THE**

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

Re: Maternity/Pregnancy Supplemental Employment Benefits

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

Discussions will take place prior to June 30, 2020.

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

\_\_\_\_\_  
*Alan Chell*

\_\_\_\_\_  
*Teri Mooring*

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

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

**AND THE**

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

Re: Early Career Mentorship

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

**LETTER OF UNDERSTANDING NO. 17**

**BETWEEN**

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

**AND THE**

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

Re: Potential Grievance Resolution

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



# ALPHABETICAL INDEX

## A

ABORIGINAL EMPLOYEES - EMPLOYMENT EQUITY	110
ACCESS TO INFORMATION	21
AGREED UNDERSTANDING OF THE TERM	
TEACHER TEACHING ON CALL	107
ALTERNATE SCHOOL CALENDAR	58
ARTICLE G.1 PORTABILITY OF SICK LEAVE –	
SIMULTANEOUSLY HOLDING PART-TIME	
APPOINTMENTS IN TWO DIFFERENT DISTRICTS	117
ASSIGNMENTS	71

## B

BENEFITS	31, 121, 123
BEREAVEMENT LEAVE	79
BOARD ASSOCIATION COMMITTEE	19
BOARD DIRECTED ACTIVITIES	40
BOARD INITIATED TRANSFERS	70
BOARD PAYMENT OF SPEECH LANGUAGE	
PATHOLOGISTS' AND SCHOOL PSYCHOLOGISTS'	
PROFESSIONAL FEES	35

## C

CATEGORY 5+	33
CLASS COMPOSITION AND INCLUSION	55
CLASS SIZE AND TEACHER WORKLOAD	55
CLASSROOM SUPPLIES ALLOWANCE	41
COMMITTEE MEMBERSHIP	10
COMMUNITY/MARRIAGE/GRADUATION LEAVES	88
COMPASSIONATE CARE LEAVE	77
COMPASSIONATE/ /FAMILY ILLNESS LEAVES	87
CONTRACT PRIORITY	49
CONTRACT STATUS	47
CONTRACTING OUT	21
COPY OF AGREEMENT	19
COPYRIGHT INFRINGEMENT OR VIOLATION	52
COURSE BONUSES	41
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	84
CULTURAL LEAVE FOR ABORIGINAL	
EMPLOYEES LOU	141
CURRICULUM IMPLEMENTATION	61

## D

DEFERRED SALARY LEAVE PLAN	89
DEFINITIONS	92
DISCRETIONARY LEAVE	88
DISCRETIONARY LEAVE, UNPAID	80
DISMISSAL AND DISCIPLINE FOR MISCONDUCT	51
DISMISSAL OF TEACHERS	50

DISPENSATION OF MEDICINES/ADMINISTRATION OF	
MEDICAL TREATMENT	59

## E

EI REBATE	27
ELEMENTARY SCHOOL ACCREDITATION	62
EMERGENCY LEAVE	87
EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES	110
EMPLOYMENT STANDARDS ACT LEAVES	79
EVALUATION	45
EXCLUSIONS FROM THE BARGAINING UNIT/	
NEW POSITIONS	21
EXPEDITED ARBITRATION	14
EXPERIENCE RECOGNITION	36
EXTRA ASSIGNMENT ALLOWANCE	38
EXTRA-CURRICULAR ACTIVITIES	60

## F

FIRST AID ALLOWANCE	40
---------------------	----

## G

GRIEVANCE PROCEDURE	11
---------------------	----

## H

HARASSMENT/SEXUAL HARASSMENT	64
HEALTH AND SAFETY COMMITTEE	61
HOME SCHOOLING	62

## I

INITIAL PLACEMENT	35
ISOLATION ALLOWANCE (TOAD RIVER)	39

## J

JURY DUTY/APPEARANCE IN LEGAL PROCEEDINGS	87
---	----

## L

LAYOFF, RECALL AND SEVERANCE PAY	52
LEAVE FOR ELECTED OFFICE	88
LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS	16
LEAVE FOR REGULATORY BUSINESS AS PER THE	
TEACHERS' ACT	17
LEAVE FOR UNION BUSINESS	81
LEAVES OF ABSENCE	
BEREAVEMENT LEAVE	79

CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	84
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES LOU.....	141
DISCRETIONARY LEAVE, UNPAID.....	80
EMPLOYMENT STANDARDS ACT LEAVES .....	79
PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST..	119
PROVINCIAL CONTRACT NEGOTIATIONS .....	16
REGULATORY BUSINESS PER TEACHERS' ACT.....	17
TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES .....	83
TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE	83
UNION BUSINESS .....	81
UNPAID DISCRETIONARY LEAVE.....	80
LEGISLATIVE CHANGE .....	16
LETTERS OF PERMISSION .....	37
LETTERS OF UNDERSTANDING AGREED UNDERSTANDING OF THE TERM TEACHER TEACHING ON CALL .....	107
AGREEMENT REGARDING RESTORATION OF CLASS SIZE, COMPOSITION, RATIOS AND ANCILLARY LANGUAGE .....	131
APPENDIX A TO LOU NO. 9 (BENEFITS) .....	123
ARTICLE C.2. – PORTING OF SENIORITY – SEPARATE SENIORITY LISTS .....	115
ARTICLE C.4 – TTOC EMPLOYMENT - FORM A TEACHER NOTICE TTOC EXPERIENCE TRANSFER REQUEST .....	129
ARTICLE C.4 – TTOC EMPLOYMENT - FORM B TEACHER NOTICE TTOC EXPERIENCE TRANSFER REQUEST .....	130
ARTICLE C.4 TTOC EMPLOYMENT - TTOC EXPERIENCE CREDIT TRANSFER WITHIN A DISTRICT .....	127
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES .....	141
DESIGNATION OF PROVINCIAL AND LOCAL MATTERS.....	94
EARLY CAREER MENTORSHIP .....	143
EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES .....	110
MATERNITY/PREGNANCY SUPPLEMENTAL EMPLOYMENT BENEFITS .....	142
PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT ISTRICTS.....	117
POTENTIAL GRIEVANCE RESOLUTION .....	144
PROVINCIAL EXTENDED HEALTH BENEFIT PLAN	121
RECRUITMENT AND RETENTION FOR TEACHERS AT ELEMENTARY BEAVERDELL AND BIG WHITE ELEMENTARY SCHOOL.....	125
SECTION 53 – JOINT CONSULTATION AND ADJUSTMENT OPPORTUNITIES .....	139
LOCAL AND BCTF DUES DEDUCTION.....	10
LONG SERVICE BONUS .....	39
LONG TERM LEAVE OF ABSENCE.....	89

## M

MANAGEMENT RIGHTS .....	17
MATERNITY/PATERNITY/ADOPTION LEAVE .....	85
MEDICAL LEAVE.....	84
MEMBERSHIP REQUIREMENT .....	9
MIDDLE SCHOOLS.....	57

## N

NO CUTS IN SALARY.....	42
NO DISCRIMINATION.....	69
NON-INSTRUCTIONAL DAYS .....	76
NON-SEXIST ENVIRONMENT .....	64

## O

OPTIONAL TWELVE-MONTH PAY PLAN .....	29
--------------------------------------	----

## P

PARENT/TEACHER CONFERENCE DAYS .....	61
PART MONTH PAYMENT AND DEDUCTIONS.....	41
PART-TIME APPOINTMENTS.....	48
PART-TIME TEACHERS' PAY, BENEFITS AND EXPECTATIONS .....	38
PAY PERIODS .....	29
PAYMENT ABOVE ENTITLEMENT ON GRID.....	37
PERSONALLY OWNED PROFESSIONAL MATERIAL ....	29
PERSONNEL FILES .....	72
PICKET LINE PROTECTION.....	20
PORTABILITY OF SICK LEAVE.....	77
PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST.....	119
PORTING OF SENIORITY – SEPARATE SENIORITY LISTS .....	115
PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS.....	117
POSITIONS OF SPECIAL RESPONSIBILITY.....	39
POSTING AND APPOINTMENT PROCEDURES .....	69
PREPARATION TIME .....	57
PRIVATE VEHICLE DAMAGE .....	28
PRO RATA BENEFITS .....	38
PROBATIONARY APPOINTMENTS.....	48
PROFESSIONAL DEVELOPMENT ALLOCATION .....	74
PROFESSIONAL DEVELOPMENT FUND .....	75
PROFESSIONAL MATERIAL.....	29

## R

RECOGNITION OF THE UNION.....	9
REGISTERED RETIREMENT SAVINGS PLAN .....	27
REIMBURSEMENT FOR MILEAGE AND INSURANCE ..	30

REIMBURSEMENT FOR PERSONAL PROPERTY LOSS	28
RELATIONSHIP WITH SUPPORT BCGEU STAFF	62
RELOCATION ALLOWANCE	40
RESIGNATION	43

**S**

SALARY	23
SALARY DETERMINATION FOR EMPLOYEES IN	
ADULT EDUCATION	26
SALARY INDEMNITY PLAN ALLOWANCE	28
SCHOOL ACT APPEALS	72
SCHOOL CALENDAR	63
SCHOOL STAFF COMMITTEES	20
SCHOOL STAFF REPRESENTATIVES	18
SENIORITY	43
SIGNATURES	91
STAFF MEETINGS	60
STAFF ORIENTATION	22
SUPERVISION	60

**T**

TEACHER INITIATED TRANSFER	71
TEACHER SUPPLY AND DEMAND INITIATIVES	111
TEACHER TEACHING ON CALL/SUBSTITUTE	
COST CALCULATION	41

TEACHER-IN-CHARGE	62
TEACHERS RETURNING FROM PARENTING AND	
COMPASSIONATE LEAVES	83
TECHNOLOGICAL CHANGE	73
TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE	83
TERM, CONTINUATION AND RENEGOTIATION	8
TRAVEL BENEFIT	39
TTOC EMPLOYMENT	47
EXPERIENCE CREDIT	47
TTOC PAY AND BENEFITS	25
TTOCS CONDUCTING UNION BUSINESS	82
TTOCS CONDUCTING UNION BUSINESS	
NEGOTIATING TEAM	82

**U**

UNPAID DISCRETIONARY LEAVE	80
USE OF FACILITIES	19

**V**

VEHICLE DAMAGE	28
----------------	----

**W**

WORK INTERRUPTION	17
-------------------	----