

Terms of Settlement re: Conclusion of 2025 Provincial Bargaining

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31. One-Time Funding for Enhanced Training

In addition to the above, the Parties recognize the Government has committed to one-time funding of \$10 Million to support enhanced training for positions as School Counsellors, Learning Assistance Teachers, and Special Education Resource Teachers. There will be a consultation process, including with the BCTF, regarding these funds.

32. Effective Date

The provisions in this Memorandum of Agreement will become effective on the date of final ratification by both parties, unless specified otherwise.

Signed this 7th day of February, 2026

Acknowledgement of Traditional Territories

~~The employer and the union acknowledge that the Province of~~ **Public education in** British Columbia is situated **takes place** on the traditional **and ancestral** territories of ~~many~~ **diverse** First Nations. **These Nations** each ~~with~~ **have** their own unique traditions, **knowledge**, ~~and~~ history, **and connection to their territories.**

Commitment to Truth and Reconciliation

The parties acknowledge the historic and ongoing harms of colonialism faced by First Nations, Métis, and Inuit peoples. We commit to taking concrete actions toward truth and reconciliation. Further, the provincial parties ~~We~~ **commit to building respectful, productive, and meaningful relationships with First Nations, Métis, and Inuit groups and supporting the local parties in building relationships locally.**

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, ~~2022~~ ~~2019~~, to June 30, ~~2025~~ ~~2022~~, including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, ~~2025~~ ~~2022~~, to June 30, ~~2029~~ ~~2025~~. 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, ~~2029~~ ~~2025~~, the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.

Note: Remainder of Article A.1 remains unchanged.

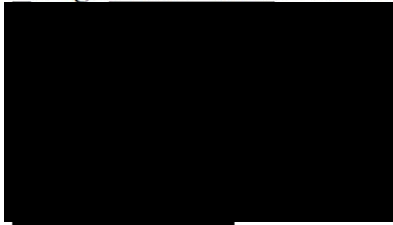
ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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. **By June 1 of each year, any changes to fees of the BCTF shall be communicated to the employer.**
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 BCTF and** 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. **The employer will provide additional information including first and last name, district employee number, and local as applicable.**
6. **By February 28 of each year, the employer shall provide to the BCTF and the local a complete list of employees currently on leave from their district as of January 31 of each school year, with their first and last name, district employee number, leave start date, and anticipated leave end date (if known).**

ARTICLE A.7 EXPEDITED ARBITRATION

2. Process

a. The grievance shall be referred to one of the following arbitrators:



- v. Jacquie de Aguayo**
- vi. Brett Matthews**
- vii. Mike Fleming**

Note: This agreement is specific to Article A.7.2.a. The remainder of Article A.7 is not amended by this agreement.

ARTICLE A.10 LEAVE FOR **TEACHERS' PENSION PLAN AND REGULATORY BUSINESS AS PER THE TEACHERS ACT**

1. **Ministry of Education and Child Care:**

a. Upon written request to the Superintendent or designate from the Ministry of Education **and Child Care**, 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.~~ b. Upon written request to the superintendent or designate from the Ministry of Education **and Child Care**, 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.a above. TTOCs shall be paid in accordance with the Collective Agreement.

2. **Teachers' Pension Plan:**

a. **Upon written request to the Superintendent or designate, from the BC Teachers' Federation, an employee who is a trustee to the Teachers' Pension Plan 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.**

b. **Upon written request to the Superintendent or designate, from the BC Teachers' Federation, a Teacher Teaching on Call (TTOC) who is a trustee to the Teachers' Pension Plan shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.2.a above. TTOCs shall be paid in accordance with the Collective Agreement.**

c. **The BC Teachers' Federation shall reimburse the board for 100 per cent of such salary, benefits, pension contributions and all other contribution costs upon receipt of a monthly statement.**

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 **and local union leave provisions.**

ARTICLE B.1 SALARY

1. The local salary grids are amended to reflect the following general wage increases:
 - a. Effective July 1, ~~2022~~ **2025**: **3%**
 - i. ~~\$427 to each step of the salary grid; and~~
 - ii. ~~3.24~~
 - b. Effective July 1, ~~2023~~ **2026**: **3%**
 - i. ~~by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2022 (Cost of Living Adjustment) to a minimum of 5.5 and a maximum of 6.75%, calculated as per B.1.9~~
 - c. Effective July 1, ~~2024~~ **2027**: **3%**
 - i. ~~by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2023 (Cost of Living Adjustment) to a minimum of 2.0% and a maximum of 3.0%, calculated as per B.1.9~~
 - d. **Effective July 1, 2028: 3%**
2. Where collective bargaining is concluded after June 30, ~~2022~~ **2025**, retroactivity of general wage increases will be applied as follows:
 - a. **Employees Teachers** employed on the date of ratification and who were employed on July 1, ~~2022~~ **2025** shall receive retroactive payment of wages to July 1, ~~2022~~ **2025**.
 - b. **Employees Teachers** hired after July 1, ~~2022~~ **2025** and who were employed on the date of ratification, shall have their retroactive pay pro-rated from their date of hire to the date of ratification.
 - c. **Employees Teachers** who retired between July 1, ~~2022~~ **2025** and the date of ratification, shall have their retroactive pay pro-rated from July 1, ~~2022~~ **2025** to their date of retirement.
3. The following allowances shall be adjusted in accordance with the percentage increases in B.1.1 above (**not to exceed the Canada Revenue Agency maximums**):
 - 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~~
 - i. **Per Diems**
 - j. **Housing**
 - k. **Clothing**
 - l. **Classroom Supplies**
 - m. **Teacher of Indigenous Language**
 - n. **Psychologist**

4. The following allowances shall not be adjusted by the percentage increases in B.1.1 above:
 - a. ~~Per Diems~~
 - b. ~~Housing~~
 - c. ~~a. Pro D (unless formula-linked to the grid)~~
 - d. ~~Clothing~~
 - e. ~~Classroom Supplies~~
5. ~~Effective July 1, 2022, each local salary grid shall be restructured to eliminate the first step of each grid.~~
6. ~~Effective July 1, 2023, the local salary grids are amended to provide a 0.3 increase to the top step of the salary grid.~~
7. ~~Effective July 1, 2024, the local salary grids are amended to provide a 0.11% increase to the top step of the salary grid.~~
5. ~~8.~~ 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.
6. **Effective July 1, 2026, Teachers Teaching on Call (TTOCs) on the first or second step of the salary grid, who accept a contract will be paid at the third step of the salary grid for the term of the contract.**
7. **Effective July 1, 2026, temporary/term contract and continuing employees will be placed on the third step of the salary grid or at a higher step in accordance with the local placement on scale provisions.**

9. ~~2023 and 2024 Cost of Living Adjustments (COLA)~~

~~The provincial parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in B.1.1 means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.~~

~~The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12 months concluding at the end of February.~~

~~For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.~~

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: **equivalent to the Canada Revenue Agency reasonable per kilometre allowance.**

~~Effective July 1, 2022 \$0.60/kilometre~~

~~Effective July 1, 2023 \$0.63*/kilometre~~

~~Effective July 1, 2024 \$0.64*/kilometre~~

~~[* NOTE: rates may be amended due to CRA maximum and/or COLA adjustments]~~

Note: The remainder of Article B.10 is not amended by this proposal.

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 **BCTF and each** local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the **BCTF and each** local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.
3. Teachers Teaching on Call (TTOCs) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 per cent (100%) of the premium costs.
4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the coordination of benefits.
- 5 **Effective July 1, 2026, the employer shall pay 85% of the premium costs of the Extended Health Benefit and Dental Plans for 1.0 FTE employees.**

Note: this language applies only where the local union has voted to adopt the Provincial Extended Health Benefit Plan.

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

ARTICLE B.X PSYCHOLOGIST ALLOWANCE

1. The annual allowance for each Psychologist shall be as shown below, pro-rated to their full-time equivalency (FTE).

Effective July 1, 2026	\$8,000
Effective July 1, 2027	
Effective July 1, 2028	

2. The allowance will be paid as a monthly allowance.

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

Implementation Note: The dollar value shown above already includes the July 1, 2026 adjustments in accordance with B.1.3.

ARTICLE B.X TEACHER OF INDIGENOUS LANGUAGE ALLOWANCE

1. The annual allowance for each Teacher of Indigenous Language(s) shall be based on their total full-time equivalency (FTE) as follows:

	Less than 0.5 FTE	0.5 FTE or greater
Effective July 1, 2026	\$4,000	\$8,000
Effective July 1, 2027	\$	\$
Effective July 1, 2028	\$	\$

2. The allowance will be paid as a monthly allowance.

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

ARTICLE D.4 PREPARATION TIME

1. Each full-time elementary teacher shall receive ~~110~~ **one hundred and twenty (120)** minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
2. Effective July 1, ~~2027~~ **2023**, each full-time elementary teacher shall receive **one hundred and thirty (130)** ~~120~~-minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
3. **The employer will make every reasonable effort to provide preparation time scheduled in blocks of not less than thirty (30) minutes, unless otherwise mutually agreed upon between the employer and the union.**
- ~~4.3.~~ Preparation time for part-time teachers shall be provided in accordance with the Previous Collective Agreement.

ARTICLE E.1 NON-SEXIST ENVIRONMENT

1. A non-sexist environment is defined as that in which there is no discrimination against employees based on sex, gender identity or expression, including by portraying them in gender stereotyped roles, refusing to acknowledge their identity, or by omitting their contributions.
2. The employer does not condone and will not tolerate any 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. **This joint communication shall be posted for all administrative officers and staff.**
3. The employer and the local shall promote a non-sexist environment through the **review**, development, **updating**, distribution, integration and implementation of anti-sexist educational programs, activities, and learning resources for both staff and students.
4. ~~Prior to October 31st of each school year, principals or vice principals will add to the agenda of a regularly scheduled staff meeting a review of anti-sexist educational programs, activities and learning resources.~~

ARTICLE E.2 HARASSMENT / SEXUAL HARASSMENT

General

1. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment, including harassment based on the grounds in the *Human Rights Code* of BC.
2. 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:
 - a. counselling;
 - b. courses that develop an ~~awareness~~ **understanding** of harassment, **including the protected grounds in the *Human Rights Code* of BC, if applicable;**
 - c. verbal warning, written warning, transfer, suspension or dismissal.
3. 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.
4. 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.
5. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
6. 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.

Definitions

7. Harassment includes:
 - a. any improper behaviour that would be cruel and/or offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
 - b. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or
 - c. 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
 - d. misuses of power or authority such as exclusion, intimidation, threats, coercion and blackmail; or
 - e. sexual harassment.
8. Sexual harassment includes:
 - a. 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
 - b. any circulation or display of visual or written material of a sexual nature that has the effect of creating an uncomfortable working environment; or

- c. an implied promise of reward for complying with a request of a sexual nature; or
- d. 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.

Resolution Procedure

9. Step 1 – Informal Resolution Process

Note: Step 1 (Informal Resolution Process) is not required in order to proceed to Step 2 (Formal Complaint Process).

- a. At any point in the Informal Resolution Process, should the administrator determine that a formal process is required, they will stop the informal process and inform the complainant and respondent in writing.
- b. The complainant may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
- c. Before proceeding to Step 2, the complainant may approach their administrative officer, staff representative or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. The assistance may include the administrative officer meeting with the alleged harasser to communicate the concern and the request that the behaviour stop. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- d. If the matter is not resolved, the administrator may meet with the complainant and respondent separately, and may invite them to participate in a facilitated discussion. All parties involved must agree to respect confidentiality.
- e. In the circumstances where a respondent has acknowledged responsibility, the employer may advise the respondent in writing of the standard of conduct expected by the employer. Such a memo shall be non-disciplinary in nature and may be referred to only to establish that the respondent has been advised of the expected standard of conduct.

10. Step 2 – Formal Complaint Process

- a. 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.
- b. The complaint should include a description of 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.
- c. The complainant may request that the employer consider an alternative dispute resolution process (**e.g. mediation, restorative justice**) to attempt to resolve the complaint.
- d. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.
- e. 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.

11. Step 3 – Formal Resolution Process

- a. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.10.a. The employer may request further particulars from the complainant, including information about any requested alternative dispute resolution process. Upon the conclusion of such a review, the employer shall:
 - i. initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.11.c below, or;
 - ii. recommend mediation or other alternative dispute resolution processes to resolve the complaint.
- b. Should the complainant not agree with the process described in Article E.2.11.a.ii, the employer shall initiate an investigation. The employer shall provide notice of investigation.
- c. The investigation or other formal resolution process shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.
- d. The complainant may request an investigator, mediator or facilitator who:
 - i. is of the same gender as the complainant;
 - ii. is Indigenous, and/or has cultural knowledge and sensitivity if a complainant self-identifies as Indigenous;
 - iii. is a person of colour if the complainant is a person of colour-;
 - iv. **shares with the complainant a characteristic protected under the *Human Rights Code of BC*.**

Where practicable the request(s) will not be denied.
- e. Where there is an investigation, 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.
- f. Participation in mediation or an alternative dispute resolution process (per Article E.2.11.a.ii) shall not preclude an employee from making a new complaint should the harassment continue or resume following this process.

Remedies

12. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - a. reinstatement of sick leave used as a result of the harassment;
 - b. any necessary counselling, **and/or culturally appropriate supports for Indigenous employees**, where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - c. redress of any career advancement or success denied due to the negative effects of the harassment;
 - d. recovery of other losses and/or remedies which are directly related to the harassment.

13. 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.
14. The local and the complainant shall be informed in writing whether there was a finding of harassment, ~~and whether disciplinary action was or was not taken.~~ **If there was a finding of harassment, the local and the complainant shall be informed in writing that the issue has been, or is being, addressed, and that the complainant has the right to work, to conduct business and otherwise associate free from harassment or sexual harassment.**
15. 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.
16. 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.

Training

17. 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 be scheduled at least once annually for all new employees to attend.

18. The awareness program shall include but not be limited to:
 - a. the definitions of harassment and sexual harassment as outlined in this Agreement;
 - b. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
 - c. developing an awareness of behaviour that is illegal and/or inappropriate;
 - d. developing an awareness of how harassment can intersect with discrimination based on the protected grounds in the *Human Rights Code of BC*;**
 - e. outlining strategies to prevent harassment and sexual harassment;
 - f. a review of the resolution procedures of Article E.2;
 - g. understanding malicious complaints and the consequences of such;
 - h. outlining any Board policy for dealing with harassment and sexual harassment;
 - i. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

ARTICLE E.X VIOLENCE PREVENTION IN THE WORKPLACE

- 1. The provincial parties will maintain a Violence Prevention Toolkit, to be shared annually and made available on an ongoing basis to boards of education and local teachers' unions.**

- 2. Annually, the employer and the local union will provide and post a joint communication of their commitment to violence prevention in the workplace for all employees of the school district.**

- 3. In September of each school year, the employer shall communicate to staff:**
 - a. the location of violence prevention and response materials; and**
 - b. the appropriate procedures and forms to complete in response to a violent incident or threat.**

- 4. Prior to October 31 of each school year, a review of violence prevention and response resources will be included in the agenda of a regularly scheduled staff meeting.**

ARTICLE F.X EDUCATIONAL AND CURRICULAR CHANGE

~~Recognizing the importance of providing support to employees in the event of educational or curricular change initiated by government, the parties agree as follows:~~

- ~~1.~~ **1.** Where the Ministry of Education and Child Care is introducing any required educational or curriculum change that substantially affects the duties, responsibilities, expectations, or terms of employment of employees, the provincial parties **recognize the importance of providing support to employees and** shall meet to discuss the change, **as well as** possible issues pertaining to its implementation.
- ~~2.~~ **2.** These discussions shall include consideration of the provision of appropriate resources and support for employees.
- ~~3.~~ **3.** Where the parties jointly identify that there are gaps with respect to resources and/or support, the parties may make joint recommendations to the Ministry.

Note: This Article shall be in addition to language already in the previous Collective Agreement and does not replace any of those provisions.

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 ~~twenty-seven~~ **eight (8)** weeks or such other period as provided by the ~~Act~~ **Act**. Such leave shall be taken in units of one or more weeks.
3. ~~Compassionate care leave~~ **Care Leave** supplemental employment insurance benefits:

When an employee **takes Compassionate Care Leave pursuant to the *Employment Standards Act*, and** 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, and
 - b. for an additional eight (8) weeks, one hundred percent (100%) of the employee’s current salary less any amount received as EI benefits.
 - c. Current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.
4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
5. The employee’s benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.

6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
7. Seniority shall continue to accrue during the period of the compassionate care leave.
8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

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

ARTICLE G.11 CULTURAL LEAVE FOR ~~ABORIGINAL~~ INDIGENOUS 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~~ **Indigenous** Cultural event(s). Such leave shall not be unreasonably denied.

LETTER OF UNDERSTANDING NO. 4

Re: Employment Equity – Indigenous Peoples

The parties recognize that Indigenous Peoples are underrepresented in the public education system. The parties are committed to redressing the under-representation of Indigenous Peoples in the workforce. ~~and therefore further agree that:~~

The parties therefore agree that:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, to **develop and implement employment equity initiatives that would serve to recruit and retain Indigenous employees, including where appropriate, to** make application to the Office of the Human Rights Commissioner (under section 42 of the *Human Rights Code*) to obtain approval for a “special program” ~~that would serve to attract and retain Indigenous employees.~~
2. They will encourage and assist boards of education and local teachers' unions, **including by providing support for local negotiations when requested by their respective local parties, to include a request to grant provide:**
 - a. priority hiring rights to Indigenous applicants; and
 - b. priority in the post and fill process, ~~and~~ layoff protections, **and recall rights** for Indigenous employees.
~~in applications to the Office of the Human Rights Commissioner.~~
3. The parties' support for ~~special program applications~~ **employment equity initiatives** is not limited to positions funded by targeted Indigenous Education Funding.
4. The provincial parties will jointly:
 - a. develop communications ~~and training~~ which will support the ~~application for and~~ implementation of **employment equity initiatives** ~~special programs~~ in districts; **and**
 - b. ~~As part of the communications and training initiative, the parties will develop~~ **maintain** an Implementation Guide **and online training for** ~~to be shared with~~ boards of education and local teachers' unions, **to be made available on an ongoing basis, and shared annually if requested by either party.**
5. ~~The provincial parties will meet to initiate this work within three (3) months of ratification of this agreement (or other time period as mutually agreed to) with the goal of completing the Implementation Guide and a plan for communications and training within one (1) year.~~

LETTER OF UNDERSTANDING No. 5

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.

1. 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 **as shown below** of ~~\$2,761~~ effective July 1, 2022 upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.

Effective July 1, 2025	\$3,126
Effective July 1, 2026	\$3,500
Effective July 1, 2027	\$4,000
Effective July 1, 2028	\$5,000

- b. All employees identified will receive the annual recruitment allowance **in 1.a** of ~~\$2,761~~ effective July 1, 2022 as 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.

~~2. Joint Remote Recruitment and Retention Review Committee~~

~~The parties agree to establish a committee within six (6) months of the conclusion of the 2022 provincial bargaining (or other period as mutually agreed to).~~

~~The committee shall be comprised of up to three (3) representatives appointed by BCTF and up to three (3) representatives appointed by BCPSEA.~~

~~The committee will review:~~

- ~~a. the 2008 criteria used to establish Schedule A;~~
- ~~b. current demographics and data related to implementation of LOU 5;~~
- ~~c. cost implications of potential future changes to LOU 5;~~
- ~~d. current data related to remote recruitment and retention;~~

~~The parties agree to complete the work of the committee January 1, 2024 (or other period as mutually agreed to).~~

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/Jr Secondary	Jaffray
Grasmere	Grasmere
Elkford Secondary School	Elkford
Rocky Mountain Elementary School	Elkford
District Learning Centre - Elkford	Elkford
Sparwood Secondary	Sparwood
Frank J Mitchell Elementary	Sparwood
Mountain View Elementary	
Fernie Secondary 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 Elementary and Jr Secondary	Tatla Lake
Forest Grove Elementary	
Alexis Creek	Alexis Creek
Likely Elementary	Likely
Naghtaneqed Elementary	Nemiah
Dog Creek Elementary Jr Secondary	Dog Creek
Big Lake Elementary	Big Lake
Bridge Lake Elementary	Bridge Lake
Horsefly Elementary	Horsefly
Buffalo Creek Elem	Buffalo Creek
28 - Quesnel (only part of district approved)	
Narcosli Elementary	Narcosli
Red Bluff Elementary	
Nazko Valley Elementary	Nazko
Wells Elementary	Wells
Kersley Elementary	Kersley

Lakeview Elementary	Lakeview
Barlow Creek Elementary	Barlow Creek
Parkland Elementary	Moose Heights
Bouchie Lake	Bouchie Lake
47 - Powell River (only part of district approved)	
Texada Elementary	Texada Island
Kelly Creek Elementary	
49 - Central Coast (Entire District)	
50 - Haida Gwaii (Entire District)	
51 - Boundary (only part of district approved)	
Beaverdell Elementary	Beaverdell
Big White Elementary	Big White
Christina Lake Elementary School	
Dr. DA Perley Elementary School	
Grand Forks Secondary School	Grand Forks
Greenwood Elem	Greenwood
John A Hutton Elementary School	
Midway Elementary	Midway
Boundary Central Secondary	Midway
West Boundary Elementary	Rock Creek
52 - Prince Rupert (Entire District)	
54 - Bulkley Valley (entire district approved)	
57 - Prince George (only part of district approved)	
Dunster Elementary	Dunster
Mackenzie Elementary	Mackenzie
Mackenzie Secondary	Mackenzie
Morfee Elementary	Mackenzie
McBride Secondary	McBride
McBride Elementary	McBride
Hixon Elementary	Hixon
Giscome Elementary	Giscome
Valemount Secondary	Valemount
Valemount Elementary	Valemount
59 - Peace River South (Entire District)	
60 - Peace River North (Entire District)	
64 - Gulf Islands (only part of district approved)	
Saturna Elementary	Saturna
69 - Qualicum (only part of district approved)	
False Bay School	Lasqueti
70 - Alberni (only part of district approved)	
Bamfield	Bamfield
Wickanninish	Tofino
Ucluelet Elementary	Ucluelet

Ucluelet Secondary	Ucluelet
72 - Campbell River (only part of district approved)	
Surge narrows	Read Island
Sayward Elem	Village of Sayward
Cortes Island	Cortes island
73 - Kamloops/Thompson (only part of district approved)	
Blue River Elementary	Blue River
Vavenby Elementary	Vavenby
Brennan Creek	Brennan Creek
74 - Gold Trail (only part of district approved)	
Gold Bridge Community	Gold Bridge/-Bralorne
Sk'il' Mountain Community	Seton Portage/South Shalalth/Shalalth
Lytton Elementary	
Kumsheen Secondary	
Venables Valley Community	Venables Valley
Cayoosh Elementary	Lillooet/Pavilion/Fountain/Band Communities
George M. Murray Elementary	Lillooet/Pavilion/Fountain/Band commur
Lillooet Secondary	Lillooet/Pavilion/Fountain/Band commur
81 - Fort Nelson (Entire District)	
82 - Coast Mountain (Entire District)	
84 - Vancouver Island West (entire district approved)	
85 - Vancouver Island North (Entire District)	
87 - Stikine (Entire District)	
91 - Nechako Lakes (Entire District)	
92 - Nisga'a (Entire District)	
93 - Conseil Scolaire Francophone (only part of district approved)	
École École Jack-Cook des Cinq Saumons	Terrace
École Sophie-Morigeau	Fernie
École des Sept-sommets	Rossland
École des Sentiers-alpins	Nelson
École secondaire de Nelson	Nelson
École La Confluence	Golden
École La Grande-ourse	Smithers
École Mélézes-Dorés	Kimberley

Note: Where a school was previously included in Schedule A and subsequently closed, and the school re-opens or a new public school opens in the same location, that school shall be considered to be included in the list.

Note: The following schools will receive the allowance under this Letter of Understanding effective July 1, 2026:

<i>École Sophie-Morigeau</i>	<i>Fernie</i>
<i>École des Sept-sommets</i>	<i>Rossland</i>

École des Sentiers-alpins
École secondaire de Nelson
École La Confluence
École La Grande-ourse
École Mélèzes-Dorés

Nelson
Nelson
Golden
Smithers
Kimberley

LETTER OF UNDERSTANDING NO. 9

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 September 1, 2022, 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, VEAES]¹ / SD No. 39 (Vancouver)
 - b. Coquitlam Teachers’ Association / SD No. 43 (Coquitlam)
8. The local unions representing all members in the school districts in paragraphs 7.a and 7.b may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the Collective Agreement.

¹ The references to VSTA and VEAES represent internal union organization. The reference to the Vancouver Teachers³² Federation is for Collective Agreement matters.

Appendix A to Letter of Understanding No. 9

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

Medical Services and Supplies continued	
Gender Affirming Care	Effective July 1, 2026: Equivalent benefits to those included in the PBC Core + enhanced coverage \$30,000 Lifetime Maximum Effective July 1, 2028: Equivalent benefits to those included in the PBC Core + enhanced coverage \$50,000 Lifetime Maximum
Hearing aids	\$3500 per 48 months Effective July 1, 2026: \$4000 per 48 months
Orthopedic shoes	\$500 per year
Orthotics	\$500 per year
Vision Care	
Maximum	\$550 \$650 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
Paramedical Services	
Naturopath	\$900 \$1,000 per year
Chiropractor	\$900 per year; effective January 1, 2023: \$1,000
Massage therapist	\$900 per year; effective January 1, 2023: \$1,000
Physiotherapist	\$900 per year; effective January 1, 2023: \$1,000
Counselling Services, including psychologist, registered clinical counsellor and registered social worker	\$900 per year; effective January 1, 2023: \$1,200 \$1,500 Effective July 1, 2028: \$1,750
Speech therapist/ Audiologist Audiologist added effective July 1, 2026	\$800 per year
Acupuncturist	\$900 per year; effective January 1, 2023: \$1,000
Podiatrist/Chiropodist	\$800 per year

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

LETTER OF UNDERSTANDING NO.12

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

The Employer further proposes the following amendments for the duration of the agreement as follows:

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 Letter of Understanding 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, **and** 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;

Effective July 1, 2026, Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and thirty-nine (639) students;

Effective July 1, 2027, Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to five hundred and ninety-three (593) students;

Effective July 1, 2028, Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to five hundred and thirteen (513) 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;

Effective July 1, 2026, Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to four hundred and ninety-five (495) students;

Effective July 1, 2028, Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to four hundred and eighty (480) 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;

Effective July 1, 2026, 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 thirty-six (336) students;

Effective July 1, 2028, 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 twenty (320) students;
 - v. English as a second language **learner (ELL)** teachers (~~ESL~~) shall be provided on a minimum pro-rated basis of at least one ~~ESL~~ **ELL** 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 **2025-2029** 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).

I. CLASS SIZE AND COMPOSITION

PART I: CLASS SIZE PROVISIONS

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

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

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

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

PART III - CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

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

Best Efforts to Be Made to Achieve Compliance

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

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

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

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

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

Non-Compliance

15. Notwithstanding paragraph 14, the Parties recognize that non-compliance with class size and composition language may occur. Possible reasons for non-compliance include, but are not limited to:
- compelling family issues;
 - sibling attendance at the same school;
 - the age of the affected student(s);
 - distance to be travelled and/or available transportation;
 - safety of the student(s);
 - the needs and abilities of individual student(s);
 - accessibility to special programs and services;
 - anticipated student attrition;
 - time of year;
 - physical space limitations;
 - teacher recruitment challenges.

Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

- C. Once the value of the remedy has been calculated, the teacher will determine which of the following remedies will be awarded:
- i) Additional preparation time for the affected teacher;
 - ii) Additional non-enrolling staffing added to the school specifically to work with the affected teacher’s class;
 - iii) Additional enrolling staffing to co-teach with the affected teacher;
 - iv) Other remedies that the local parties agree would be appropriate.

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

LOU 15 Re: ~~Structural Review Committees~~ Review of local bargaining trial procedure

1. ~~Tri-partite sub-committee to review the split of issues~~

~~Further to Mediator Schaub's recommendation in his June 7, 2021 Section 53 Report, the parties agree to establish a sub-committee to review the split of issues between Provincial Matters and Local Matters.~~

~~The sub-committee will consist of equal representation from Provincial Government, BCPSEA, and BCTF. There will be no more than three (3) representatives from each party.~~

~~The sub-committee will commence within three (3) months of the conclusion of the 2022 provincial bargaining process.~~

~~The committee will provide their agreed to recommendations to the appropriate Ministers of the Provincial Government and their respective parties within two (2) months of their first meeting, or another period mutually agreed to.~~

2. ~~Review of local bargaining trial procedure~~

The parties agree to review the 2022 **2025** Local Bargaining Procedure within six (6) months of the completion of the 2022 **2025** round of provincial collective bargaining, or another period as mutually agreed to by the provincial parties.

The parties may make determinations about an extension of the Procedure without prejudice to either party's ability to raise Letter of Understanding No. 1 *Re: Designation of Provincial and Local Matters* in provincial collective bargaining.

A committee of not more than three (3) BCPSEA and three (3) BCTF representatives will complete the review. The committee will conclude its work within two (2) months of the first meeting date, or another period as mutually agreed.

LETTER OF UNDERSTANDING NO. 17

Re: Employment Equity – Groups That Face Disadvantage

The parties support building a public education system workforce which reflects community diversity.

The parties recognize that Boards of Education may identify within their workforce the need to support groups who face disadvantage as recognized by the Office of the Human Rights Commissioner (e.g. racialized people, people with disabilities/disabled people, ~~LGBTQ2S+~~ **2SLGBTQIA+** people, etc.).

The parties therefore agree that:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, **to develop and implement employment equity initiatives that would serve to recruit and retain employees from groups who face disadvantage, including where appropriate, to** make application to the Office of the Human Rights Commissioner (under section 42 of the *Human Rights Code*) to obtain approval for a "special program" ~~that would serve to attract and retain employees from groups who face disadvantage.~~
2. They will encourage boards of education to consult with the local teachers' unions ~~regarding the identification of~~ **to identify** the group(s) the ~~special program~~ **employment equity initiative(s)** is intended to ~~attract~~ **recruit** and retain.
3. They will encourage boards of education to consult with the local teachers' unions ~~regarding the identification of~~ **to identify** the position(s) to which the **employment equity initiative(s)** ~~special program application~~ should apply. The parties recognize that an ~~special program application~~ **employment equity initiative(s)** may be in relation to a specific position or program, or an overall hiring objective.
4. They will encourage and assist boards of education and local teachers' unions, **including by providing support for local negotiations when requested by the parties, to provide** ~~include in applications to the Office of the Human Rights Commissioner a request to grant:~~
 - a. priority hiring rights to applicants from groups who face disadvantage; and
 - b. priority in the post and fill process, **layoff protections, and recall rights** for employees from groups who face disadvantage.
5. In conjunction with LOU No. 4, the provincial parties will jointly:
 - a. develop communications ~~and training~~ which will support the ~~application for and~~ implementation of ~~special programs~~ **employment equity initiatives** in districts; and
 - b. ~~develop~~ **maintain** an Implementation Guide **and online training for** ~~to share with~~ boards of education and local teachers' unions, **to be made available on an ongoing basis, and shared annually if requested by either party.**

LOU NO. X FIRST NATIONS LEAVE FOR EXTERNAL EMPLOYMENT

- 1. Upon request to the school district, and after at least two (2) years of continuous employment with a school district, a First Nations employee with a continuing contract shall be granted an unpaid leave of one (1) full school year to be able to work in British Columbia on their own traditional territories at:**
 - a. a public school;**
 - b. a school operated by a First Nation; or**
 - c. a school operated by a Community Education Authority, as established by one or more participating First Nations under the *First Nations Jurisdiction over Education in British Columbia Act* (Canada).**

- 2. Leave Request Process**
 - a. Leave requests shall be for the commencement of the following school year and requests shall be provided to the employer by April 30.**
 - b. A shorter or longer leave, and/or a leave with start and end dates other than the start and end of the school year, may be granted upon mutual agreement of the employee and the employer.**
 - c. At the end of this leave, the employee shall be entitled to return to their original assignment.**

- 3. Extension of Initial Leave**
 - a. The employee on leave may request a contiguous extension to the leave of up to an additional one (1) year. Such leave requests shall be provided at least two (2) months prior to the leave end date.**
 - b. This leave request shall not be unreasonably denied.**
 - c. At the end of the extension to the leave, the employee shall be entitled to return to a comparable position.**

- 4. Subsequent Leave Request**

Upon return from the leave, and after three (3) or more years of continuous employment with the school district, an employee shall be eligible for a subsequent leave under this Article.

- 5. Seniority shall continue to accrue during the leave.**

- 6. This LOU shall expire June 30, 2029, except that employees on leaves approved under this LOU at that time shall continue to have access to the return from leave and seniority provisions in 2.c, 3.c, and 5 above.**

- 7. This LOU shall be reviewed by the provincial parties during the 2028-2029 school year, and may be amended or renewed by mutual agreement.**

LETTER OF UNDERSTANDING NO. X

Re: Secondary Preparation Time Joint Committee

Recognizing the complexities inherent with secondary preparation time and the possible impacts on both school calendars and *School Act* regulations, a joint committee with representation from the Provincial Parties and the Ministry of Education and Child Care shall be formed to discuss and bring forward recommendations to government on changes ~~on changes~~ to secondary preparation time to support the next round of bargaining.

The Provincial Parties agree as follows:

1. Unless mutually agreed otherwise, all dialogue undertaken under this LOU will be without prejudice or precedent. The Provincial Parties will not be bound by any communication, comment, suggestion, discussion, or agreement or non-agreement made by members of the Committee.
2. The meetings will commence within nine (9) months of the ratification of the 2025-2029 Provincial Collective Agreement, or at a mutually agreeable time, and conclude no later than December ~~31 30~~, 2027.
3. Meeting attendees will consist of ~~up to six (6)~~ up to three (3) representatives from each of the BCTF, ~~and~~ BCPSEA. ~~In addition, and~~ the Ministry of Education and Child Care ~~will attend the Provincial Parties meetings and may participate in the dialogue.~~ ~~Where either party wishes to include a guest speakers or topic experts they will be scheduled with mutual agreement on a meeting date.~~ **The parties and/or the ministry may bring additional resource people to the discussion as appropriate, scheduled with mutual agreement.**
4. Meetings will be scheduled by agreement of the Provincial Parties and may be held at either the BCTF offices or the BCPSEA offices, both in person and virtually.
5. By December ~~31 30~~, 2027, or at a different date by mutual agreement of the Provincial Parties, the Committee will provide any **mutually** agreed to recommendations to their respective parties and/or the appropriate Ministers of the Provincial Government.

~~Letter of Understanding No. X~~

Between:

~~The BC Public School Employers' Association ("BCPSEA")~~

And

~~The BC Teachers Federation ("BCTF")~~

~~(collectively referred to as "the Provincial Parties")~~

LETTER OF UNDERSTANDING No. X

Re: Grades 4 to 12 Class Sizes

1. In the event the Government of British Columbia removes or raises the class size maximums for grades 4 to 12 included in the *School Act*, the parties will meet and amend the Provincial Collective Agreement to include the provincial class size maximums referenced in the *School Act* as of January 2026, as a provincial minimum standard. Local provisions that provide for smaller class sizes will be maintained.
2. These meetings will occur as soon as practicable following any such legislative change, and the parties will conclude the work within three (3) months of the first meeting date, or another period as mutually agreed. During this period, grades 4 to 12 class size maximums will continue to be implemented as though the *School Act* provisions of January 2026 remain in effect.

LETTER OF UNDERSTANDING NO. X

Re: Adult Education

Recognizing the complexities inherent in the implementation of Adult Education in school districts the Provincial Parties will agree as follows:

1. The parties will meet commencing September 2026, or another period as mutually agreed to by the parties, to discuss the Collective Agreement provisions as they relate to Adult Education.
2. BCPSEA and BCTF will be represented in these discussions by not more than three (3) representatives each.
- ~~3. The parties will develop a common definition of what an Adult Educator is and will determine what adult education positions are covered under this Letter of Understanding.~~
4. **3.** The parties will identify and compare the terms and conditions of employment for Adult Educators in relation to secondary teachers in the same school district on the following topics:
 - a. accrual of seniority, ~~and~~
 - b. conversion to continuing contract,
 - c. **pay on scale,**
 - d. **access to full-time employment,**
 - e. **preparation time, and**
 - f. **access to professional development.**
- ~~5. If the parties reach agreement to make changes on any item in number 4 above, the changes to the 2025-2029 Collective Agreement will be made as mid-contract modifications to address the above topics, and the changes will be implemented at a mutually agreed time, but at a time no later than July 1, 2028.~~
4. Any agreed-to changes to collective agreement language on any item in number 3 above, will be made as mid-contract modifications, and the changes will be implemented at a mutually agreed-to time, but at a time no later than July 1, 2028.
- ~~6.~~ 5. For the purposes of the above the committee will have available ~~\$X~~ \$0.3 million effective July 1, 2028.
6. Should the parties be unable to reach agreement on mid-contract modifications to fully allocate the funds per paragraphs 4 and 5, the parties will determine how to allocate any remaining funds by mutual agreement.
- ~~7. This Letter of Understanding is not applicable in School District 39 (Vancouver).~~

~~Note: Any and all additional provisions contained in the previous Collective Agreement shall remain part of the Collective Agreement.~~

Letter of Understanding No. X

Re: Joint Committee on LOU No. 12 (Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language)

Recognizing the complexities inherent in the implementation of LOU No. 12 (Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language), the BCTF and BCPSEA (the ‘Provincial Parties’) agree as follows:

1. The Provincial Parties will engage in a Joint Committee regarding class size, composition, ratios, ancillary language, compliance and remedy (the ‘Committee’).
2. The purpose of the Committee is to engage in dialogue regarding the above, **establish mutual understanding to share perspectives** regarding workload and operational challenges, and to consider potential recommendations.
3. Committee meeting attendees will consist of up to four (4) representatives from each of the BCTF and BCPSEA, and up to two (2) representatives from the Ministry of Education and Child Care (the ‘Committee Parties’).
4. The Committee Parties will engage the assistance of a neutral third party to facilitate the Committee as follows:
 - a. Within six (6) months of the ratification of the 2025-2029 Provincial Collective Agreement, the Committee Parties will mutually agree upon, and appoint, a Facilitator.
 - b. The Facilitator will provide assistance, support, guidance and encouragement, as appropriate, to the Committee Parties as they engage in dialogue under this LOU.
 - c. The Facilitator will work with the Committee Parties to determine and coordinate the logistical arrangements necessary for the effective conduct of the meetings.
 - d. The Facilitator may meet with each of the Committee Parties separately, or with the Committee jointly.
 - e. The Facilitator will not make any finding of fact or law or issue any decision, including with respect to the interpretation, application, or implementation of LOU No. 12, class size, composition, ratios, ancillary language, or compliance and remedy.
 - f. By mutual agreement, the Committee Parties may request that the Facilitator issue a report to the Committee containing recommendations, observations, and/or suggestions for next steps. Any report by the Facilitator will be non-binding, non-precedential, and without prejudice to any of the Committee Parties.

5. Meetings will be scheduled by agreement of the Committee Parties and may be held at either the BCTF offices or the BCPSEA offices, either in person or virtually.
6. Committee Parties may invite guest speakers or topic experts to Committee meetings. The scope of participation and scheduling of these guest speakers or topic experts will be by mutual agreement of the Committee Parties.
7. Unless mutually agreed otherwise, all dialogue undertaken under this LOU will be without prejudice or precedent. None of the Committee Parties will be bound by any communication, comment, suggestion, discussion, or agreement or non-agreement made by members of the Committee, or by guest speakers or topic experts.
8. Committee meetings will commence January 2027, or at a different date by mutual agreement of the Committee Parties.
9. By January 31, 2028, or at a different date by mutual agreement, the Committee will provide any mutually agreed-to recommendations to their respective parties and/or the appropriate Ministers of the Provincial Government.

RE: LOU RENEWALS AND DELETIONS

The parties agree the following existing provincial Letters of Understanding (LOU) will be renewed or deleted:

No. 1	Renew	Re: Designation of Provincial and Local Matters
No. 2	Renew	Re: Agreed Understanding of the Term Teacher Teaching on Call
No. 3.a	Renew	Re: Section 4 of Bill 27 <i>Education Services Collective Agreement Act</i>
No. 3.b	Renew	Re: Section 27.4 <i>Education Services Collective Agreement Act</i>
No. 6	Renew	Article C.2. - Porting of Seniority - Separate Seniority Lists
No. 7	Renew	Re: Article C.2 - Porting of Seniority & Article G.1 Portability of Sick Leave - Simultaneously Holding Part-Time Appointments in Two Different Districts
No. 8	Renew	Re: Article C.2 - Porting of Seniority - Laid off Teachers who are Currently on the Recall List
No. 10	Renew	Re: Recruitment and Retention for Teachers at Beaverdell and Big White Elementary Schools Note: Amend dates as per proposal E67.
No. 11	Renew	Re: Article C.4 TTOC Employment - TTOC Experience Credit Transfer within a District
No. 13	Delete	Re: Committee to Discuss Indigenous Peoples Recognition and Reconciliation
No. 14	Renew	Re: Cultural Leave for Aboriginal Indigenous Employees with change Note: Title amended as per S16.
* No. 16	Delete	Re: Benefits Improvements

* The proposal to delete LOU 16 is contingent on the plan improvements it contains being added to LOU No. 9 Re: Provincial Extended Health Benefit Plan.

Note: Any existing LOU not listed remains an active or signed proposal at the provincial bargaining table.

Re: Housekeeping changes to the 2025 Provincial Collective Agreement

The parties agree to the following housekeeping changes:

1. Amend Article B.3 Salary Determination for Employees in Adult Education to include a period at the end of the paragraphs for School District No. 41 and School District No. 43:

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

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

School District No. 43 (Coquitlam)

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

2. Amend Article B.7 Reimbursement for Personal Property Loss as follows (add period):

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

3. In Article B.8 Optional Twelve-Month Pay Plan, remove the suffix -th and -st as follows:

3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.

7. An employee's accumulation in the Plan including their interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.

4. In Article B.11 Benefits, capitalize the word this:

Note: ~~#~~This language applies only where the local union has voted to adopt the Provincial Extended Health Benefit Plan.

5. In Article B.14 Experience Recognition, as follows:

1. ~~Effective July 1, 2022~~ Employees...

6. In accordance to a change made to Article D.6 Alternate School Calendar during the last bargaining round, make the following change to D.6.3:

The process outlined below in Article D.~~3-4~~ **6.4** through Article D.~~3-7~~ **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.

3. Renumber the Article referenced in D.6.4 to:

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.3.6-6.6 below for final and binding resolution.

4. Amend Addendum C to Letter of Understanding No. 1, as follows:

Teacher Assistants **Education Assistants**:

~~Teacher Assistants~~ **Education Assistants (formerly referred to as Teacher Assistants)** language shall, for all purposes, remain as a local matter pursuant to the Letter of Understanding signed between the parties as at May 31, 1995 save and except that language which concerns the use of ~~teacher assistants~~ **education assistants** as alternatives for the reduction of class size and/or the pupil/teacher ratio shall be designated as a provincial matter.

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

5. In Letter of Understanding No. 3. a., correct the spelling in the heading to 4.0 Staffing Provisions – ~~Transitional~~ **Transitional** Effective Date.
6. In Letter of Understanding No. 12, under IV CLASS SIZE AND COMPOSITION, change the headings as follows:

PART ~~I~~: I - CLASS SIZE PROVISIONS

PART III: - CLASS SIZE AND COMPOSITION COMPLIANCE REMEDIES

7. In Letter of Understanding No. 14, remove extra space between G. and 11 in the first paragraph.