

**2022-2025  
PROVINCIAL COLLECTIVE AGREEMENT  
Working Document**

**between**

**B.C. PUBLIC SCHOOL EMPLOYERS'  
ASSOCIATION ("BCPSEA")**

as:

Bargaining agent for all the school boards and  
authorities established under the School Act

**and:**

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

on behalf of:

All employees included in the bargaining unit established  
under the Public Education Labour Relations Act (PELRA)

**in:**

**SCHOOL DISTRICT NO. 60 (Peace River North)**

**Between**

**THE BOARD OF EDUCATION OF SCHOOL  
DISTRICT NO. 60 (Peace River North)  
(The "Employer")**

**and**

**THE PEACE RIVER NORTH TEACHERS' ASSOCIATION  
(The "Local")**

**EFFECTIVE JULY 1, 2022 TO JUNE 30, 2025**

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.

**Acknowledgement of Traditional Territories**

The employer and the union acknowledge that the Province of British Columbia is situated on the traditional territories of many First Nations, each with their own unique traditions and history. We commit to building respectful, productive, and meaningful relationships with First Nations, Métis, and Inuit groups.

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## 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, 2019, to June 30, 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, 2022, to June 30, 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, 2025, 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 Board of Education for School District No. 60 (Peace River North) recognizes the Peace River North Teachers' Association as the teachers' union for the negotiation in School District No. 60 (Peace River North) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in School District No. 60 (Peace River North) subject to *PELRA* and the Provincial Matters Agreement.
3.     The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by Collective Agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

## **ARTICLE A.3            MEMBERSHIP REQUIREMENT**

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

## **ARTICLE A.4            LOCAL AND BCTF DUES DEDUCTION**

1.     The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.

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

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

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

## **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 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.

#### **ARTICLE A.20 PICKET LINE PROTECTION**

1. All teachers covered under this agreement shall have the right to refuse to cross or work behind a duly constituted picket line. Teachers failing to report to duty for this reason shall be considered to be absent without pay.
2. Failure to cross a picket line encountered in carrying out school board business shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action by the Board.

## **ARTICLE A.21      ON-SITE UNION RIGHTS**

### **1.      Access to Worksite/Use of School Facilities**

Representatives of the Association and/or the parent bodies shall have the right to transact Association activities on school property. The Association shall have the right to use school facilities and equipment for meetings and other Association activities, subject to permission granted by administrative officers. Permission should be sought at least 30 minutes before the meeting or activity or at least 24 hours before the meeting or activity if a specialized room or equipment is requested. Permission shall not be unduly withheld. If use is denied, the Association will be provided with the reason for the denial, in writing, upon request. Administration will be advised of the presence of representatives of the association and/or parent bodies in a facility during regular operating hours upon entering the facility.

### **2.      Bulletin Boards**

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards in each staff room.

### **3.      Mailing/Communication Systems**

The Association may use the district mail/fax service and School District electronic mail systems for the purpose of providing notice to its members of meetings and Professional Development activities at no additional cost to the district.

## **ARTICLE A.22      ACCESS TO INFORMATION**

The Board will provide the PRNTA with budget information on a monthly basis, and teacher staff lists as available.

The Board, upon written request from the Association, will provide, within ten (10) business days, information deemed necessary to fulfill its role as exclusive representative. Should the district require more time to comply with such requests it will advise the local in writing. Requests for extension shall not be unreasonably denied. If compliance with such request incurs costs to the Board that are to be passed on to the Association, the Association will be given the opportunity to modify its request in advance of the research being done.

## **ARTICLE A.23      UNION REPRESENTATIVE RIGHTS**

1. Local association school union representatives, elected in accordance with local Association procedures, shall have the right to:
  - a. Convene union meetings in the school to conduct Association business at a time when classroom instruction would not be disrupted.
  - b. Be relieved of instructional duties, with no loss of pay, to be present at the request of a teacher at a meeting, as per Article A.24, between an administrative

officer and a teacher in the school when the teacher has reasonable grounds to believe that the presence of the local union association school representative is necessary for the teacher's protection.

- c. Be relieved of instructional duties, with no loss of pay, to participate in a grievance or arbitration hearing.

## **ARTICLE A.24 RIGHT TO REPRESENTATION**

1. A teacher has the right to be accompanied by a local association representative at a meeting between the teacher and an administrative officer if:
  - a. the meeting is or may become discipline related;
  - b. the teacher or the administrative officer has reason to believe a representative(s) of the association should be present.

## **ARTICLE A.25 CONTRACT DISTRIBUTION**

1. A copy of this Collective agreement shall be made available by the Board to all members of the Association by sending a hard copy to each school and work site and by making an electronic copy available to all members and administrators via email within thirty (30) days of the signing of the negotiated agreement or its effective date.
2. The board will issue a copy of this Collective agreement to each teacher at or before the time the teacher commences duties in the district. Teachers may elect to take their copy in either electronic or hard copy form.
3. The parties shall share equally the cost of producing copies of the Collective agreement. The Board and the Association shall consult on the format of the Collective agreement.

## **ARTICLE A.26 EXCLUSIONS FROM THE BARGAINING UNIT**

1. Any position requiring a teaching certificate that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The Board shall notify the Association of all new positions requiring a teaching certificate offered in the district and submit to the local association office a written description of the duties of the new position(s).
3. A newly created position requiring a teaching certificate shall be included in the bargaining unit unless the position is excluded by statute or mutual agreement of the parties.
4. This provision is subject to the parties having the continuing right to make application to the relevant authority having jurisdiction to exclude or include persons from the bargaining unit based upon the nature of the duties they perform.



## **ARTICLE A.27 NO CONTRACTING OUT**

1. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.
2. The Board shall not contract out duties that consist of the type and kind of work that would be normally and regularly performed by a teacher.
3. This Article shall not prevent the Board from:
  - a. assigning teaching duties to administrative officers;
  - b. assigning or contracting work outside the bargaining unit which traditionally has been so assigned or contracted; or
  - c. assigning or contracting work to persons who are not members of the bargaining unit where the Board is unable by reasonable means to have such work performed by the bargaining unit.

## **ARTICLE A.28 SCHOOL EDUCATION COMMITTEE**

1. Teachers are encouraged to establish school education committees.
2. The size and membership of the school education committee shall be determined by the teachers and the administrative officer.
3. The committee will review and make recommendations to the administrative officer(s) on educational matters.

## **ARTICLE A.29 SPEECH AND LANGUAGE PATHOLOGISTS**

This agreement shall apply in full to speech and language pathologists except where specifically modified. Wherever the term “teacher” is used in a provision in this agreement, that provision applies to speech and language pathologists except as specifically amended.

## **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, 2022
    - i. \$427 to each step of the salary grid; and
    - ii. 3.24%
  - b. Effective July 1, 2023
    - 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
    - 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
2. Where collective bargaining is concluded after June 30, 2022, retroactivity of general wage increases will be applied as follows:
  - a. Teachers employed on the date of ratification and who were employed on July 1, 2022 shall receive retroactive payment of wages to July 1, 2022.
  - b. Teachers hired after July 1, 2022 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. Teachers who retired between July 1, 2022 and the date of ratification, shall have their retroactive pay pro-rated from July 1, 2022 to their date of retirement.
3. The following allowances shall be adjusted in accordance with the percentage increases in B.1.1 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 percentage increases in B.1.1 above:
  - a. Per Diems
  - b. Housing
  - c. 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.
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.
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%.

**Local Provisions:**

10. Effective July 1, 2022, and except as otherwise provided, the annual salary of each teacher shall be determined in accordance with the following schedule:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 56,614	\$ 62,535	\$ 67,204	\$ 68,847
2	\$ 59,478	\$ 65,821	\$ 70,712	\$ 72,431
3	\$ 62,341	\$ 69,106	\$ 74,219	\$ 76,016
4	\$ 65,205	\$ 72,391	\$ 77,727	\$ 79,602
5	\$ 68,069	\$ 75,676	\$ 81,234	\$ 83,188
6	\$ 70,933	\$ 78,962	\$ 84,742	\$ 86,773
7	\$ 73,798	\$ 82,247	\$ 88,251	\$ 90,360
8	\$ 76,662	\$ 85,533	\$ 91,758	\$ 93,945
9	\$ 82,696	\$ 92,363	\$ 99,068	\$ 101,425

Effective July 1, 2023

July 1, 2023

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 60,435	\$ 66,756	\$ 71,740	\$ 73,494
2	\$ 63,492	\$ 70,264	\$ 75,485	\$ 77,320
3	\$ 66,550	\$ 73,770	\$ 79,229	\$ 81,147
4	\$ 69,607	\$ 77,277	\$ 82,974	\$ 84,975
5	\$ 72,664	\$ 80,784	\$ 86,718	\$ 88,803
6	\$ 75,721	\$ 84,292	\$ 90,463	\$ 92,630
7	\$ 78,779	\$ 87,799	\$ 94,207	\$ 96,459
8	\$ 81,837	\$ 91,307	\$ 97,951	\$ 100,287
9	\$ 88,526	\$ 98,874	\$ 106,052	\$ 108,576

Effective July 1, 2024

July 1, 2024

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 62,248	\$ 68,758	\$ 73,893	\$ 75,699
2	\$ 65,397	\$ 72,371	\$ 77,750	\$ 79,640
3	\$ 68,546	\$ 75,984	\$ 81,606	\$ 83,581
4	\$ 71,695	\$ 79,596	\$ 85,463	\$ 87,525
5	\$ 74,844	\$ 83,208	\$ 89,319	\$ 91,467
6	\$ 77,993	\$ 86,821	\$ 93,176	\$ 95,409
7	\$ 81,143	\$ 90,433	\$ 97,034	\$ 99,353
8	\$ 84,292	\$ 94,046	\$ 100,890	\$ 103,295
9	\$ 91,280	\$ 101,949	\$ 109,351	\$ 111,952

11. No teacher shall suffer a reduction in salary or benefits as a result of implementation of this agreement. In the event that a new position or category is created during the life of the agreement, then the allowance or salary shall be decided by negotiations between the Board and the Association and then shall form an addendum to the current agreement.

## ARTICLE B.2 TTOC PAY AND BENEFITS

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

6. Rate of Pay:

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. Certificated teachers teaching on call shall be paid at the following rates:

- a. All teachers teaching on call will be paid in accordance with B.2.6.
- b. It is agreed that the fringe benefits and leave provisions covered by this agreement do not apply to teachers teaching on call except as provided in B.2.4 above.

8. No assignment shall be for less than:

- a. .6 for a morning, or
- b. .4 for an afternoon, or
- c. .5 for North Peace Secondary, Dr. Kearney Junior Secondary or Bert Bowes Junior Secondary for a morning or an afternoon, or
- d. .6 after 11:00 a.m. (for travel and for part-time teachers) in rural schools. In this article, rural schools include: Buick Creek, Clearview, Hudson's Hope, Prespatou, Upper Halfway, Upper Pine, and Wonowon.

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

Does not apply in School District No. 60 (Peace River North)

**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**

1.     Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2.     A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3.     An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
4.     An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5.     Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6.     Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7.     An employee's accumulation in the Plan including their interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
8.     Interest earned by the Plan in the months of April through August shall be retained by the employer.
9.     The employer shall inform employees of the Plan at the time of hire.
10.    Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

## **ARTICLE B.9        PAY PERIODS**

Article B.9.1 through B.9.3 do not apply in School District No. 60 (Peace River North).

### **Local Provisions:**

4. Each teacher will receive a mid-month advance approximately equal to one half of their net monthly salary, payable on the 15th of each month for the period of September to June inclusive. The end of the month payment shall be made on the last teaching day of the month.

## **ARTICLE B.10       REIMBURSEMENT FOR MILEAGE AND INSURANCE**

1. Provincial Article B.10.1 does not apply in School District No. 60 (Peace River North).
2. The mileage reimbursement rate established in Article B.10.1 shall be increased by \$0.05/kilometre for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
4. Provincial Article B.10.4 does not apply in School District No. 60 (Peace River North).

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

### **Local Provisions:**

5. Teachers required to use personal vehicles for Board business will be reimbursed for such use at the current Board rate. All such travel shall have prior approval of the Superintendent or designate.

## **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 percent (100%) of the premium costs.

4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

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

#### **Local Provisions:**

#### **5. Medical & Extended Health**

The Board shall pay the premium cost of medical service coverage provided under the British Columbia Medical Plan based on percentage of time worked by a teacher.

The Board shall pay the cost of the Provincial Extended Health Benefit Plan based on the percentage of time worked by a teacher. The Board shall pay the cost of the Supplemental Travel Rider based on the percentage of time worked by a teacher.

#### **6. Group Life and Accidental Death and Dismemberment**

The Board agrees to pay 100% of the premium cost in the Group Life Insurance and Accidental Death and Dismemberment plans for Teachers. Participation is a condition of employment with School District No. 60 (Peace River North).

#### **7. Dental**

The Board shall pay the premium cost of a dental plan program based on the percentage of time worked by the teacher, provided the teacher is working 50% or more.

#### **8. Benefits For Part-Time Teachers**

Medical and Extended Health Benefits - All benefits will be available to all part-time teachers. Dental coverage is available only to those working 50% or more. The cost of the above plans will be pro-rated based on the percent of time the teacher works. (Coverage for medical, extended health and dental is at the teacher option.)

#### **9. Benefit Protection**

- a. The Board will pay its share of the cost of premiums of each of the plans the teacher was a participant in at the time the absence began, during the period a person is on medical leave of absence and is in receipt of Salary Indemnity Plan Benefits, and for a period of one year when a person is on medical leave and in receipt of benefits from a salary continuance plan.
- b. An employee on an extended leave of absence who is otherwise not eligible to maintain coverage shall be entitled to continue benefit coverage by making payments to the Board for the full premium cost of the benefit plans. Payment must be made in advance in no more than two payments and must include payments for the duration of the leave.

- c. Coverage under the plans referred to in this Article shall not be altered or amended by the Board without the agreement of the Association.
- d. The carrier for a plan referred to in this Article shall not be changed by the Board without prior consultation with the Association.
- e. The Board shall provide the Association with a copy of all master teacher benefit plans.
- f. Article B.11.9.c, B.11.9.d and B.11.9.e do not apply for the Provincial Extended Health Benefit Plan. See Article B.11.2, B.11.3 and LOU No. 9.

#### **10. Benefit Information and Assistance**

- a. The Board shall provide each new teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans.
- b. The Board shall assist teachers in obtaining benefits to which they are entitled from the various benefit plans.
- c. The Board shall advise each teacher on their pay statement at the end of March of their accumulated sick leave.

#### **11. Benefits in the event of Strike Action**

All benefits as per Article B.11 will continue to be provided by the Board at no cost to the Board in the event of strike action by the Association. In the event of strike action by the Association, the Board will be reimbursed for benefit costs.

### **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. Each Board of Education shall pay, upon proof of receipt, fees required for annual Professional Certification required to be held for employment by School Psychologists and Speech Language Pathologists.

#### **ARTICLE B.14 EXPERIENCE RECOGNITION**

1. Effective July 1, 2022 employees who have worked as a teacher (or in a BCTF bargaining unit equivalent position) in British Columbia while employed by:
  - a. a First Nation, as defined in section 1 of the *School Act*, that is operating a school;
  - b. 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), that is operating a school; or
  - c. a treaty First Nation that is operating a school under the treaty First Nation's laws;shall receive credit for their work experience for the purposes of placement on the salary scale.

## **ARTICLE B.20 HEAD TEACHER ALLOWANCE**

1. Where there is only one teacher in a school, the teacher shall be paid an annual allowance equal to five (5) percent of the maximum salary at Category 4 on the scale.
2. Where there is more than one teacher in a school to which an administrative officer is not assigned, the designated head teacher shall be paid an annual allowance equal to seven (7) percent of the maximum salary at Category 4 on the scale.

## **ARTICLE B.21 PART-TIME TEACHERS' PAY AND BENEFITS**

1. Part-time teachers shall be eligible for sick leave benefits under Article G.21 (Sick Leave).
2. Teachers who move from full time employment to a part-time assignment shall be considered to be on leave so that they may purchase pensionable service to provide for a full year pension credit.
3. The pro-rating of benefits for two part-time teachers who are eligible for coverage as either a couple or a family will be added together and, if the percent of time worked is full-time or greater, they will be deemed to be eligible for full-time benefit coverage under Article B.11. The Board shall pay the full premium cost of their benefit coverage as a couple or a family.
4. Where a statutory holiday falls in a week in which school is otherwise in session, and a part-time teacher is not scheduled to work on that day, the teacher shall receive payment in lieu thereof calculated at the part-time teacher's overall fraction of appointment times  $\frac{1}{200}$  of the annual salary for that teacher's scale placement.

## **ARTICLE B.22 QUALIFICATION AND EXPERIENCE**

1. The salary category of teachers will be as verified by the most recent evaluation of the Teachers' Qualification Service. Placement of each teacher upon the salary schedule shall be in accordance with their qualifications and experience.
2.
  - a. Persons holding Letters of Permission (LP) whose years of preparation can be equated to years of B.C. University training shall be placed at a category one below that which would apply if their total years of training had included one year of teacher preparation.
  - b. Persons holding Letters of Permission (LP) whose years of preparation cannot be equated with years of university training, shall be placed in a salary category which will provide a salary appropriate to their teaching function, as determined by the Superintendent of Schools. Placement not to exceed Category 4.
  - c. Persons holding the First Nations Language Teacher Certificate or the Developmental Standard Term Certificate shall be placed on the first step of

Category 4 or on the first step of a higher category according to years of formal education beyond grade 12.

- d. The Board shall inform the Association in writing of its intention to apply for a Letter of Permission.
3. Upon receipt of the applicant's proof of experience and current B.C. Teacher's Certificate:
- a. Full credit shall be granted for teaching experience in any province and/or territory of Canada, or any other member nation of the Commonwealth, or the United States, where the curriculum taught is that authorized by the province, territory, nation or state, and this together with the number of years of such experience is confirmed by a superintendent, secretary-treasurer or the equivalent.
  - b. After one year's teaching experience in this District, teachers not included in Article B.22.3.a immediately above shall be granted credit for fifty (50%) percent of their teaching experience provided that teaching experience was gained in a government funded school.
  - c. For part-time teachers and for full-time teachers who work less than ten (10) months in a school year, a minimum of eight (8) full-time equivalent months employment is required to constitute a year's experience. For full-time teachers, ten (10) months constitutes a year's experience. The increment date shall be the first of the month following the month in which applicable experience accumulation is achieved.
  - d. Regular part-time teaching experience will be recognized for a teacher who has taught at least the equivalent of one full month during a school year. This experience will be aggregated for increment purposes retroactive to January 1, 1969. A total of eight (8) months equivalent full-time experience shall constitute a year's experience for increment purposes.
- For increment purposes, teachers having teaching experience, both as full-time for a portion of a year and as regular part-time, as referred to in Article B.22.3.c and B.22.3.d above, such experience shall be accumulated as full-time equivalent experience divided by eight (8) months.
- e. Teachers who consider that credit granted for qualifications and years of experience has not been in accordance with the contract, must advise the Secretary-Treasurer in writing within three (3) months of their start date, or within three (3) months of any change affecting their rate of pay. Any appeals for adjustment after the three (3) month period shall be effective at the start of the month following the application, if approved.

f. Apprenticeship and Journeyman Experience

For teachers in the industrial education or home economics areas only, additional credit may be granted, at the discretion of the Joint Agreements Committee, for experience gained in another occupation, such credit to be determined in accordance with the following:

- i. That apprenticeship training or its equivalent and journeyman experience or its equivalent be recognized for the purpose of placing the teacher on the salary scale.
- ii. That both apprenticeship training or its equivalent and journeyman experience or its equivalent be recognized for salary placement at the rate of one increment for every two years of training or experience to a maximum of four increments.
- iii. In addition to the above, teaching experience gained at a university, junior college, technical school or vocational institute shall be fully recognized for increment purposes.

g. Experience gained while holding a teaching certificate shall be credited for service in:

- i. Provincial Government School
- ii. Department of National Defense Schools
- iii. A school while on an approved exchange
- iv. College or University experience that is directly related to the teaching assignment

h. Experience credit shall be earned for:

- i. Secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation
  - ii. Secondment to the Ministry of Education
  - iii. Secondment to a recognized university or college
  - iv. Secondment to the Teacher Regulation Branch
  - v. Service with Canadian Universities Service Overseas
- i. Joint Agreements Committee: two representatives of the Board and the Association shall meet as necessary to hear matters referred by either party.

#### 4. Speech and Language Pathologists

- a. The category placement of speech and language pathologists shall be determined in line with the principles established by the Teacher Qualification Service and this agreement for determining the salary category of teachers based on years of university level training.



- b. Experience recognition shall be granted in accordance with the applicable provisions of Section B for professional employment as a speech and language pathologist or physiotherapist in a school district, hospital, clinic or government funded agency, provided that:
- c. Employment shall be deemed to be equivalent to one full work year as follows:
  - i. for school district employment, ten (10) months,
  - ii. for other employment, twelve (12) months.

## **ARTICLE B.23 POST OF ADDITIONAL OR SPECIAL RESPONSIBILITY**

- 1. The Board may appoint teachers to posts of additional or special responsibility within schools.
- 2. An appointment to a post of responsibility may be terminated by the Board. The teacher concerned shall be notified in writing no later than May 15. Teachers holding posts of responsibility who have not been notified of termination by May 15 shall suffer no reduction in salary or bonuses for the life of the contract, with the following exception:

If there is a reduction of need in September, the Board may terminate the position by September 30th. The teacher in question will not continue to receive the allowance for the position.
- 3. The allowance paid to a teacher in a post of responsibility shall be five (5) percent of Category 5 maximum.
- 4. When a new position of special responsibility is created, the Board will make available to the staff in that school, no later than May 20 of each school year, a list of the posts of special responsibility and job outlines which will be available in the school for the following school year.
- 5. Where no more than three teachers choose to split the responsibilities of a post of responsibility, and the Board agrees, the allowance shall be split equally among the teachers.
- 6. If the Board intends to pay an allowance or other remuneration for a post of responsibility which is different from the allowance set out in this Article, it shall do so only with the prior agreement of the Association.

## **ARTICLE B.24 TEACHER-IN-CHARGE**

- 1. When a teacher-in-charge will be required for the next school year, the administrative officer will notify the teaching staff of the school prior to May 20th of such requirement, and the teacher-in-charge will be chosen from among those who have indicated their interest to the administrative officer in writing in respect to the notification.

2. While acting as teacher-in-charge, the teacher is covered by all the terms and conditions of this agreement.

## **ARTICLE B.25 ISOLATION ALLOWANCE**

1. A monthly allowance of 50¢ per kilometer on pavement and \$1.65 per kilometer on gravel or dirt (gumbo) calculated on the distance from the school to the administration office shall be paid to all teachers more than 24 kilometers from the administration office.
2. An additional allowance of 40¢ per kilometer on pavement and \$1.50 per kilometer on gravel or dirt (gumbo) as calculated above shall be paid to all teachers at the following schools:  
  
Buick Creek Elementary-Junior Secondary School  
Prespatou Elementary-Junior Secondary School  
Upper Halfway Elementary School  
Wonowon Elementary School
3. An additional allowance of 13¢ per kilometer on pavement shall be paid to all teachers at Upper Pine and Clearview.

[See Schedule A for Isolation Allowance amounts for July 1, 2022 to June 30, 2025.]

## **ARTICLE B.26 SUPERVISION ALLOWANCE**

1. In the event of school district buses arriving prior to 8:30 a.m., the Board shall provide a lay supervisor.
2. In the following rural schools: - Buick Creek Elementary, Upper Halfway Elementary and Wonowon Elementary Schools:
  - a. Where buses arrive prior to 8:30 a.m., and no lay person is available, requiring a teacher to provide the supervision, the teacher shall receive an annual allowance of \$1,100.
  - b. Where no lay person is available and a teacher is required to provide the supervision duties during the noon intermission, the teacher shall receive an annual allowance of \$2,200.

## **ARTICLE B.27 PART MONTH PAYMENTS AND DEDUCTIONS**

1. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.
2. A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days that month.

3. In the event that a teacher commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts:
  - a. 1/20 of regular monthly salary for each day taught; or
  - b. full regular monthly salary less 1/20 of the salary for each day not taught.
4. For the purposes of Article B.27.3, any day in session 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 shall be made from the monthly salary required in that article.

## **ARTICLE B.28      EARLY RETIREMENT BENEFITS**

The Board shall maintain an early retirement benefit plan for teachers in board policy.

## **ARTICLE B.29      TRAVEL ALLOWANCE**

The employee is eligible for a travel allowance pro-rated at 7% of the employee's annual gross salary to a maximum of \$3000.00 per contract year. This allowance is included in the amounts outlined in the salary schedule and will not be separated on the monthly pay-slip. The accumulated travel allowance shall be reported in the appropriate box on the T4 supplementary at year end, commencing the 2001 calendar year.

## **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. 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 B.C.
  - 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 one hundred and twenty (120) days of receiving a continuing appointment in the new school district.
    - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher Teaching on Call (TTOC)
  - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
  - b. For the purpose of calculating seniority credit:
    - i. Service as a TTOC shall be credited:

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

#### **Local Provisions:**

#### **6. Seniority**

- a. In this article, "Seniority" means an employee's length of service in the employment of the Board, under a continuing contract, inclusive of service under temporary appointment (within the five (5) years immediately preceding the continuing appointment) and part-time teaching. Part-time teaching shall be credited fully as if it were full-time service. For the purpose of calculating length of service, the employee with the earliest confirmation of acceptance of employment with the Board shall be deemed to have the greatest seniority.
- b. In addition to the provisions of C.2.7.a, the seniority for an employee on a continuing contract shall include:
  - i. Teacher teaching on call seniority accumulated pursuant to PCA Article C.2.3;
  - ii. Seniority accumulated on a temporary appointment pursuant to PCA Article C.2.4; and
  - iii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
- c. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.a and C.2.7.b, 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 (2) or more employees is equal pursuant to Article C.2.7.c, 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.
- e. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.d, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.
- f. Leaves of absence in excess of one (1) month shall not be counted in the calculation of seniority, except:
  - i. maternity leave;
  - ii. parenthood leave;
  - iii. leave for duties with the Association or the British Columbia Teachers' Federation;
  - iv. secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program;
  - v. leave for educational upgrading which is relevant to teaching;
  - vi. sick leave including SIP;
  - vii. leave for teaching with the Department of National Defense for Canadian Universities Service Overseas; and
  - viii. Compassionate Care Leave pursuant to G.2
- g. Credit for past service and seniority will be given to an employee who is recalled from layoff in accordance with this agreement.
- h. Seniority is lost upon resignation.
- i. Credit for past service and seniority will be given to an employee who is rehired:
  - i. on continuing appointment within three (3) years of their resignation; or
  - ii. on temporary appointment within three (3) years of their resignation and subsequently is given a continuing appointment without further break in service;

provided such resignation was for purposes of maternity.
- j. The provisions of Article C.2.7.g and C.2.7.i above shall not include seniority credits that were previously ported from SD No. 60 to another school district, unless such credits are subsequently ported back to SD No. 60 pursuant to C.2.2.

## **7. Seniority Lists**

The Board shall, by October 15 of each year, forward to the Association, a list of all employees on continuing appointments with the Board; setting out seniority as of September 1 of that year in accordance with Article C.2.

## **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.

[Note: See also Article E.22 Evaluation of Teachers]

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

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

2. Increment Date for Salary Grid Placement

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

## **ARTICLE C.20 TEACHING SECURITY/SEVERANCE PAY**

### **1. Principle of Security**

The Board and the Association agree that increased length of service in the employment of the Board with continued evidence of the application of professional skill and competency, as demonstrated by a satisfactory teaching report, entitles teachers to assume security of teaching employment.

### **2. Definition of Qualifications**

- a. In this Article, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the certification, training, education or experience of a teacher, that that teacher will be able to perform the duties of the position in a satisfactory manner.

b. Retraining

If a layoff other than the most junior teacher is contemplated, because the more junior teacher has a unique specialization, then the opportunity shall be given for upgrading during the summer months immediately preceding the effective date of the appointment. This opportunity will be given only if the summer upgrading will in fact make the teacher adequately prepared for the position available, and sufficient notice has been given that allows the teacher to enrol in a program.

- c. Should any question be raised by the teacher and the Association as to whether a teacher does have or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Joint Agreements Committee composed of an equal number of representatives of the Board and the Association. Board representatives to be the Superintendent of Schools and the Assistant Superintendent of Schools. Should the representatives of the two parties not resolve the question within 14 days, the Board shall make the final and binding decision.

**3. 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 shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available as defined in Article C.20.2.a above.
- b. The Board and the Association agree that the Board may transfer teachers in order to implement the provisions of Article C.20.3.a, and agree that any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this agreement otherwise dealing with transfers.
- c. The Board shall refer all claims under Article C.20.2.a to the Qualifications Committee established under Article C.20.2.c. The procedures outlined in Article C.20.4(b) will be used to rule on the claim.
- d. The Board shall give each teacher it intends to layoff a minimum of thirty (30) calendar days' notice, in writing, such notice to be effective at the end of a school term, and to contain the reason for the layoff and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Association. (The end of a school term is considered to be June 30th and December 31st, with the exception of North Peace Secondary School, and any other class on the semester system, where the end of term coincides with the end of the semester).
- e. Where a teacher successfully appeals their layoff according to Article C.20.2.c, thus necessitating a further layoff, the Board may lay off the affected teacher without complying with the provision of Article C.20.3.d. The layoff will be effective from the date the Board states in its letter of notification to the teacher



notwithstanding that such date is not at the end of the school term and notwithstanding that the teacher has received no notice of layoff.

The teacher so affected will be entitled to one (1) month's salary in lieu of notice, payable at the time of layoff.

#### **4. Teachers Right of Recall**

- a. A teacher who has been employed on a continuing appointment and who has been laid off will be placed on the recall list.
- b. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer recall to the teacher on the recall list, who has the most seniority among those laid off pursuant to this article, provided that teacher possesses the necessary qualifications as defined in Article C.20.2(a) for the available position. If that teacher declines the offer, the position shall be offered to the teacher on the recall list, with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have right of recall pursuant to this article.
- c. A teacher who is offered recall pursuant to Article C.20.4.b shall inform the Board whether or not the offer is accepted within one (1) week of the receipt of such offer.
- d. The Board shall allow thirty (30) days from acceptance of an offer under Article C.20.4.b for the teacher to commence teaching duties; the Board and the teacher may mutually agree to extend this time limit. The Board may employ a temporary teacher or teacher teaching on call for the position until the teacher accepting the position is available.
- e. A teacher's right to recall under this article is lost if:
  - i. The teacher elects to receive severance pay under Article C.20.6;
  - ii. The teacher refuses to accept two (2) positions, which are of equal or greater percentage of time and which do not require a change in community of residence, for which the teacher possesses the necessary qualifications (rejection of a temporary appointment will not be considered a refusal);
  - iii. Twenty-five (25) months elapses from the date of layoff under this article and the teacher has not been recalled.

## **5. Benefits**

A teacher who retains recall rights pursuant to Article C.20.4 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement by paying to the Board costs of all premiums quarterly in advance, subject to the approval of the insurance carrier and provided that the teacher is not otherwise employed. Teachers wishing to participate pursuant to this paragraph must advise the Board in writing ten (10) days prior to the commencement of layoff. Teachers not so notifying the Board of their wish to participate upon layoff will be removed from benefits. It is agreed that the Board will advise a laid off teacher of this clause in their letter of layoff.

## **6. Severance Pay**

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is laid off, may elect to receive severance pay during the twenty-one (21) months following layoff; acceptance of such payment shall remove the teacher from the seniority list.
- b. Severance pay shall be calculated at the rate of five (5) percent for each year of service to a maximum of one (1) 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 layoff.
- c. A teacher who receives severance pay shall retain any payment if rehired. The calculation of years of service shall then commence with the date of such rehiring.

## **7. Exemption from Layoff by Seniority**

It is agreed that the provisions of this article relating to layoff by seniority shall not apply to teachers at Buick Creek, Upper Halfway, and Wonowon schools.

## **8. Sick Leave**

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

# **ARTICLE C.21 TEMPORARY APPOINTMENTS**

1. A temporary appointment is an appointment for a specified period of time not exceeding one (1) year.
2. A temporary appointment will only be made to replace a teacher who has a continuing appointment and is on the seniority list, or for a newly-created position.
3. A certified teacher who has completed twenty (20) FTE months of aggregate service within the immediately preceding four (4) year period, whose most recent report is not less than satisfactory, and who is appointed to a further assignment, shall be granted a continuing appointment.

4. The Board shall, by October 15 of each year, forward to the Association a list of all teachers on temporary appointment with the Board, setting out the length of service as of September 1st of that year.

## **ARTICLE C.22 PART-TIME TEACHERS' EMPLOYMENT RIGHTS**

1. A full time continuing appointment teacher who requests and accepts a part-time assignment:
  - a. shall be on leave of absence status in respect of the balance of their full time appointment;
  - b. 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 a part-time assignment;
  - c. may return to a full time assignment at an earlier date or may extend the period of part-time teaching if reasonable notice of the request for earlier or later return has been given and the Board agrees; and
  - d. shall be considered to be a part-time teacher for the purposes of Article B.11 and B.21.
2. A part-time teacher shall be required to attend staff meetings and professional development days in consultation with the administrative officer and in accordance with their FTE.

## **ARTICLE C.23 TEACHER TEACHING ON CALL HIRING PRACTICES**

### **1. Teacher Teaching On Call List**

The Board shall maintain a list of persons who are certificated and who have requested to be placed on the list of teachers teaching on call for the school year. The Board shall forward a copy of such a list to the Association in the first week of October, and in each subsequent month of the school year.

### **2. Teacher Teaching On Call Hiring**

- a. In appointing teachers on call, the Board shall, pursuant to Section 19 of the School Act, appoint qualified teachers teaching on call who possess a valid B.C. teaching certificate in preference to persons not possessing such a certificate.
- b. Subject to Article C.23.2.a, the certificated teacher teaching on call initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns, unless specialist skills are necessary due to the nature of the assignment.

- c. Subject to Article C.23.2.b, as soon as the Board reasonably expects a teacher to be absent for more than twenty (20) school days (whether at the outset of the absence, or during the course of the absence), or where the teacher has in fact been absent for twenty (20) school days, the vacancy shall be posted and filled by appointment to the teaching staff of the district.
- 3. The provisions of this article do not apply to speech language pathologists.

## **ARTICLE C.24      DISMISSAL AND DISCIPLINE FOR MISCONDUCT**

- 1. The Board shall not discipline or dismiss any teacher bound by this agreement, save and except for just and reasonable cause.
- 2. Where a teacher is under investigation by the Board for any cause, the teacher and the Association shall be advised in writing of that fact and of the particulars of any allegations immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified at the earliest reasonable time and before any action is taken by the Board. The teacher shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation.
- 3. Unless the Association waives the right to such meeting, the Board shall not discipline (which does not include a suspension to which Section 15(5) of the School Act reasonably applies) or dismiss any person bound by this agreement for cause other than less than satisfactory performance of teaching duties unless it has, prior to considering such action, held a meeting of the Board with the teacher entitled to be present, in respect of which:
  - a. the teacher and the Association shall be given 72 hours' notice;
  - b. the Board shall, not less than seventy-two (72) hours before the meeting referred to in Article C.24.3.e, provide the teacher with reasons in writing for the suspension and all documents in its possession that will be considered at the meeting;
  - c. the teacher will provide the Board with all documents in their possession that will be considered at the meeting not less than forty-eight (48) hours before the meeting;
  - d. the teacher may file a written reply to the allegations prior to the meeting;
  - e. at such meeting the teacher shall be entitled to be accompanied by a member of the Association and by either an advocate appointed by the Association, or a representative of their choice. The teacher and their representatives shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to call witnesses, and to question any person presenting evidence to the Board.

4. Where a teacher is suspended under Section 15(5), the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Association.
5. The decision of the Board pursuant to Section 15(4) or 15(5) shall be communicated in writing and shall contain a full and complete statement of the grounds for the decision.
6. Notwithstanding Article A.6 (Grievance Procedure), where a teacher has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in Article A.6.
7. The Board shall not release to the media or the public information in respect of the suspension or dismissal of a teacher except as agreed by the Association or by joint release agreed upon by the Board and the Association.
8. Where an employee has been suspended on grounds set out in Section 15(4) of the School Act and the teacher is not dismissed or if dismissed is reinstated by an arbitrator, the employee shall be reinstated with full pay for the period of such suspension, unless on the final disposition of the matter, the teacher is convicted of the offence charged.

## **ARTICLE C.25      JOB SHARING**

Job sharing may be requested in accordance with Article E.25.2.

## 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 guidelines shall be:

Intermediate Class	30 students
Intermediate Multi-Age Class	28 students
Secondary Classes	30 students
Technology Education	24 students
Science Laboratories	24 students
Home Economics Laboratories	24 students
Cafeteria	24 students
Special Needs	10-15 students

*[Note: Section 76.1 Class Size of the School Act as amended also applies that currently limits a combined 3/4 class to 24 students.]*

*[Note: Section 76.1 Class Size of the School Act as amended also applies that currently limits any grades 4 to 12 class to 30 students unless it is appropriate for student learning (See section.76.1.(2.1).a), or a prescribed category of class (See section.76.1.(2.1).b).]*

### ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

1. As per LOU No. 12, best efforts will be made to limit the composition of a class to two special needs students.

### ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 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)	1:74 ESL/ELL students	LOU No. 12

### ARTICLE D.4 PREPARATION TIME

1. Each full-time elementary teacher shall receive 110 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
2. Effective July 1, 2023, each full-time elementary teacher shall receive 120 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.
  - a. Each full-time elementary teacher shall receive a minimum of one hundred ten (110) minutes per week for preparation time; such preparation time shall be exclusive of recess and lunch periods.
  - b. Part-time elementary teachers shall receive preparation time pro-rated to equal their FTE.
5.
  - a. Full-time secondary teachers shall receive a minimum of twelve and one-half (12 1/2) percent per week of preparation time; such preparation time shall be exclusive of recess and lunch periods.
  - b. The calculation of preparation time for a full-time teacher at the secondary level shall be based on a total of seven (7) blocks. The prep time for part-time teachers will be pro-rated as the number of teaching blocks divided by seven (7).

## **ARTICLE D.5        MIDDLE SCHOOLS**

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the Collective Agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
  - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
    - iv. The hearing shall commence within a further ten (10) working days; and
    - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.



## ARTICLE D.6 ALTERNATE SCHOOL CALENDAR

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and
  - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

## **ARTICLE D.20 NO DISCRIMINATION**

1. There will be no discrimination by the Board or the Association against any member of the bargaining unit on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, or marital status, whether they have children, or because they are participating in the activities of the Association, or carrying out duties as a representative of the Association.
2. Article D.20.1 does not apply:
  - a. as it relates to age, to any bona fide scheme based on seniority, or
  - b. as it relates to marital status, physical or mental disability, sex or age, to the operation of any bona fide retirement, superannuation or pension plan or to a bona fide group or teacher insurance plan, whether or not the plan is the subject of a contract of insurance between an insurer and an employer.
  - c. to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

## **ARTICLE D.21 EXTRA-CURRICULAR ACTIVITIES**

1. In this agreement, extra-curricular activities include all those that are beyond the provincially prescribed and locally determined/ developed curricula.
2. The Board and the Association agree that all extra-curricular activities are voluntary.
3. While involved in extra-curricular activities, teachers shall be considered to be in the employ of the Board. The teachers will be covered under the Board's insurance policies.
4. This provision shall not restrict the Board from listing extra-curricular activities in which teachers may be invited to participate.
5. Extra-curricular activities shall not form any part of a job description, posting or filling under Article E.25 (Posting and Filling of Vacancies), or evaluation of a teacher.
6. The Board shall not enter into an agreement with any teacher which reduces the hours of instruction in compensation for providing extra-curricular activities.

## **ARTICLE D.22 TRANSPORTATION**

Teachers shall not be required nor expected to transport students engaged in curricular or extra-curricular activities.

## **ARTICLE D.23      HEALTH AND SAFETY**

1. The Board shall ensure that each work site has been provided with WorkSafeBC contact information and the ability to access the Occupational Health and Safety Regulation of the Workers' Compensation Act.
2. The Health and Safety Committee consists of at least two members from the Association appointed by the PRNTA. Meetings held and the circulation of minutes are in accordance with the Occupational Health & Safety Regulation of the Workers' Compensation Act.

## **ARTICLE D.24      EDUCATIONAL ASSISTANTS**

1. The Board may employ persons other than teachers to assist teachers in carrying out their responsibilities and duties under the School Act and Regulations.
2. An educational assistant shall work under the general supervision of an administrative officer and shall work under the instructional supervision of the teacher or administrative officer to whom they have been assigned.
3. Educational assistants shall assume only those instructional duties as directed or assigned. Educational assistants shall provide support for instruction and shall not be used to replace teachers.
4. No teacher will suffer loss of employment as a result of the employment of an educational assistant.

## **ARTICLE D.25      SUPERVISION DUTIES**

1. No teacher shall be required to perform school supervision duties during the school's regularly scheduled noon intermission.
2. Supervision will be assigned to teachers and administrators in an equitable manner. Supervision levels are to remain consistent year to year except where changes in enrollment and/or staffing warrant adjustments.
3. In an emergency, this provision does not preclude the administrative officer from temporarily assigning supervision necessary to ensure the safety of pupils.

## **ARTICLE D.26      DEFINITION OF WORK YEAR**

The following terms shall apply except where otherwise specified by the Standard School Calendar:

1. The annual salary established for teachers covered by this collective agreement shall be payable in respect to the regular work year. All days in the regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, inclusive, excluding Saturdays, Sundays, statutory holidays, winter break and spring break.
2. The first day of winter break shall be on the Monday preceding December 26. School shall open on the Monday following January 1. If January 1 is a Saturday or Sunday then school shall reopen on the following Tuesday.
3. The first day of spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
4. The regular work year shall include the following non-instructional days:
  - a. Three (3) days shall be provided for teacher professional development according to the guidelines developed by the PRNTA Professional Development Committee.
  - b. One (1) day shall be provided for professional development including parent and teacher consultation on educational matters and/or educational change. This day will be jointly planned by the Board and PRNTA.
  - c. Two (2) half-days shall be provided for parent-teacher interviews.
  - d. Two (2) half-days shall be provided for report card preparation. These days shall be used to plan and prepare for student assessment and evaluation reports to parents.
5. A minimum of four (4) days of one (1) hour early dismissals shall be provided each year, for the purpose of facilitating parent-teacher interviews.
6. Teachers of Primary 1 (kindergarten) students shall be provided five (5) consecutive days after the opening day for phased-in Primary 1. The teacher may use these days for staged entrance and/or home visits during the school day.
7. The last day in the regular work year shall be an administrative day and no teacher shall be required to offer instruction. No students shall be required to be in attendance.
8. The first day in the regular work year shall be school opening day. Students shall be dismissed after two (2) hours of attendance.
9. Non-instructional days shall be considered as instructional days for salary purposes.

10. Payment for Work Beyond Regular Work Year:
  - a. A teacher who, on the specific request of the superintendent, voluntarily agrees to work beyond the regular work year shall be paid at the rate of 1/200th of their annual salary per diem.
  - b. During July and August, minimum time per callout shall be one-half (½) day).
11. It is recognized that the conditions of Article D.26.9 shall not apply to voluntary involvement in professional development and in-service activities in July and August.
12. A teacher may, with the agreement of their administrative officer, elect to take compensatory time in lieu of payment.
13. The work year for speech and language pathologists shall not exceed the total number of days in session for teachers pursuant to Article D.26.1 between July 1 and June 30, provided that no days of work may be scheduled during the winter or the spring break without the agreement of the employee. A speech and language pathologist who, on the specific request of the superintendent, voluntarily agrees to work for more than the total number of days so established in the work year, shall be paid at the rate of 1/200 of their annual salary per diem, or may, with the agreement of the Superintendent, elect to take compensatory time in lieu of payment. During July and August, minimum time per callout shall be one-half (1/2) day.

## **ARTICLE D.27      NUMBER OF PREPARATIONS**

When the number of preparations exceeds the number of blocks in the school timetable, an additional preparation period will be provided.

## **ARTICLE D.28      INSTRUCTIONAL TIME**

Prior to the Board altering the instructional time of teachers it shall seek the approval of the Association which shall not be unreasonably withheld. In the event that the Board intends to seek approval for such alteration, it shall give at least ten (10) days written notice to the Association of such proposed change(s).

## **ARTICLE D.29      AVAILABILITY OF TEACHERS TEACHING ON CALL**

When a teacher is absent from school during assigned instructional time, for a half (½) day or more, the Board shall employ a teacher teaching on call to replace the absent teacher upon being informed of such absence.

## **ARTICLE D.30 BEGINNING TEACHERS**

1. The Board shall endeavour to provide a beginning teacher with specific conditions to help them in their adjustment to teaching. The specific conditions may include, but not be limited to:
  - a. a carefully designed teaching assignment whereby the most demanding classes are not the responsibility of a beginning teacher, subject where necessary to the cooperation of other classroom teachers in the beginning teacher's school;
  - b. a mentor program, including a bank of 40 days for release time for conducting observations, demonstration teaching, collaboration, consultation and professional development activities. The Board and PRNTA Professional Development Committee will each contribute 20 days to the bank to be administered by the Professional Development Committee in consultation with the Director of Instruction, wherever possible;
  - c. an orientation and induction program.

## **ARTICLE D.31 HOME EDUCATION**

1. Classroom teachers shall not be required to register, instruct, or prepare materials or exams for home schooled students.
2. A classroom teacher and/or a speech and language pathologist who, upon the Board's request, evaluates or assesses the educational progress achieved by a home schooled student in relation to students of similar age in the school, shall be given reasonable additional time or additional appointment time to provide such services.

## **ARTICLE D.32 NEW CONSTRUCTION**

When construction for a new school is planned, the District shall include a maximum of five teachers appointed by the PRNTA for consultation regarding floor plans and general design features. The appointed teacher or teachers shall be invited to two planning meetings with the District and may provide written feedback within 48 hours of each meeting. These consultation meetings will be scheduled prior to final plans being submitted. The District may invite other teachers to these consultation meetings.

## **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 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.
3. The employer and the local shall promote a non-sexist environment through the development, distribution, integration and implementation of anti-sexist educational programs, activities, and learning resources for both staff and students.
4. Prior to October 31<sup>st</sup> 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 of harassment;
  - 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 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.

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 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.
- 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. outlining strategies to prevent harassment and sexual harassment;
  - e. a review of the resolution procedures of Article E.2;

- f. understanding malicious complaints and the consequences of such;
- g. outlining any Board policy for dealing with harassment and sexual harassment;
- h. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

## **ARTICLE E.20 PERSONNEL FILES**

1. There shall be only one (1) personnel file for each teacher, maintained at district offices. Any file relating to a teacher, kept at a school, shall be destroyed when the teacher leaves that school.
2. After receiving a request in writing from a teacher, the Superintendent of Schools, in respect of the personnel file, or the principal of the school, in respect of any school file, shall forthwith grant access to that teacher's file.
3. An appropriate School Board official shall be present when a teacher reviews their file.
4. Personnel files shall be in the custody of the Superintendent of Schools or designates and shall not be accessible to other than appropriate administrative officials of the School District.
5. The School Board agrees that only material which is factual and relevant to the employment of the teacher shall be maintained in the personnel files.
6. When material is placed on a teacher's file that, in the opinion of the Superintendent of Schools, is critical of the teacher, or in the nature of a reprimand, the teacher shall be notified in writing. After 5 years teachers shall have the right to request in writing that the superintendent remove such materials if no further related incidents have occurred. Where such a removal is declined the teacher will be notified in writing of the reasons. The request shall not be unreasonably denied.

## **ARTICLE E.21 SCHOOL ACT APPEALS**

1. Where a pupil and/or guardian files an appeal under the School Act (Section 11) and Board By-law of a decision of a teacher covered by this agreement, or in connection with or affecting a teacher,
  - a. the teacher and the Association shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal seventy-two (72) hours prior to any hearing;
  - b. the teacher shall be entitled to attend any hearing in connection with the appeal where the appellant is present and shall have the right to representation by the Association; and

- c. the teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal;
  - d. the teacher shall be entitled to fair notice of evidence before they respond to it in any hearing.
- 2. The Board shall encourage the appellant to first communicate the substance and nature of the appeal to the teacher who made the decision. If the appellant has not already done so, the Board shall give the appellant a reasonable opportunity to communicate with the teacher.
- 3. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this agreement, or deprive the teacher of any right, benefit or process otherwise provided by law.

## **ARTICLE E.22 EVALUATION OF TEACHERS**

[Note: See also Article C.3 Evaluation]

- 1.
  - a. Reports shall be prepared only by evaluators authorized by the School Act and Regulations, and shall be prepared independently and without collaboration.
  - b. A teacher may request that the Board assign a different evaluator, provided the request is in writing and states the reasons for the request. Such a request shall normally be made prior to the pre-evaluation conference.
- 2. All formal reports on the work of a teacher shall be in writing.
- 3. The criteria for any evaluation of the work of a teacher shall be consistent with those set out in Article E.23.
- 4. Teacher evaluations by school based administrative officers will occur:
  - a. upon the written request by a teacher to the principal, before January 31st, unless later notification is acceptable to the evaluator.
  - b. upon an initial placement in the district.
  - c. when, in a principal's judgment, evaluation is required.
  - d. upon the request of the Board or senior district staff.
  - e. every three (3) years to five (5) years. Teachers to be evaluated under this clause will be notified in writing by the principal by October 31st of the year in which they are to be evaluated.
  - f. when required by the Teacher Regulation Branch.

5. The evaluation process will include:

- a. a pre-evaluation conference between the evaluator and the teacher, at least thirty (30) days prior to the first formal observation, to review:
  - i. the purpose and process of evaluation;
  - ii. the criteria on which the evaluation is to be based;
  - iii. the format of the report;
  - iv. the scheduling, frequency and length of observations;
  - v. the time span of observations;
  - vi. the method of the data collection; and
  - vii. other concerns of either the teacher or the evaluator.

- b. formal and informal observations. Not less than three (3), and not more than six (6), will be formal classroom observations.

The teacher shall have the right to select half of the formal observation times.

Unless there are extenuating circumstances, the formal observations shall be undertaken during a period of not less than one (1) month and not more than four (4) months.

- c. a post-observation conference between the teacher and the evaluator within three (3) working days of each formal observation, unless otherwise agreed to between the teacher and the evaluator.

A copy of the evaluator's written notes or a summary of each observation shall be presented to the teacher at the post-observation conference.

- d. a draft report presented to the teacher prior to a final report conference. The teacher may have up to three (3) working days between the presentation of the draft report and the final report conference to formulate their response.
- e. a final report conference to review and/or rewrite the draft report. The teacher shall have the opportunity of meeting with the evaluator in the company of another member of the Association.
- f. the teacher shall have the right to submit to the evaluator written commentary on the report which shall be filed with the report.

6. Reports shall:

- a. be anecdotal (written comments);
- b. embody a specific, objective description of the teacher's teaching performance based on personal observations of the evaluator;
- c. reflect any discrepancy between the teacher's professional training and assignment;
- d. not refer to the teacher's participation in extra-curricular activities;

- e. not make reference to the teacher's participation in union activities or matters not directly related to teaching duties;
  - f. contain specific recommendations for improvement, if applicable;
  - g. contain the evaluator's judgment of "satisfactory" or "less than satisfactory".
7. When a report on the performance of a teacher contains suggestions for improvement, the evaluator shall work jointly with the teacher planning strategies designed to assist the teacher to make the improvements suggested.
8. The original copy of a teacher's final report shall be forwarded to the Superintendent to be filed in the teacher's personnel file at the School Board Office. A copy shall be given to the teacher at the time of filing.

## **ARTICLE E.23 EVALUATION CRITERIA**

Consistent with the School Act and Regulations, the following criteria should be addressed in reports on teachers:

### **1. Planning**

The teacher:

- a. plans both long and short range instructional objectives which incorporate provincially and/or locally developed curriculum, with due consideration for individual differences;
- b. plans lessons which reflect these objectives; and
- c. uses a variety of teaching strategies, resources and evaluation methods.

### **2. Teaching Strategies**

The teacher:

- a. communicates purposes and objectives to the students;
- b. involves students in experiences and activities designed to develop skills and stimulate thought; and
- c. uses instructional techniques that promote thinking skills.

### **3. Classroom Management**

The teacher:

- a. practices classroom management that encourages the growth and development of students.

#### **4. Student Assessment and Reporting**

The teacher:

- a. establishes appropriate procedures for assessing and recording student progress; and
- b. reports this progress to parents.

#### **5. Professional Relationships**

The teacher:

- a. participates in the development and implementation of the philosophy and practices of the school; and
- b. works in co-operative ways with colleagues and the school community to promote the welfare of students.

#### **6. Professional Growth**

The teacher:

- a. keeps knowledge current; and
- b. continues to develop teaching techniques in the subject areas assigned.

### **ARTICLE E.24 DISMISSAL BASED ON PERFORMANCE**

- 1. a. If, during the first six (6) months, exclusive of:
  - i. any leave of absence during or extending beyond those months, and
  - ii. the months of July and August,of a teacher's:
  - i. continuing appointment, or
  - ii. temporary appointment of one (1) school year in one (1) assignment,whichever occurs first, an administrative officer has reasonable grounds to believe that the performance of teaching duties of the teacher in their school is less than satisfactory, the Superintendent of Schools may place the teacher on probationary appointment and shall notify them to that effect forthwith. Reasonable grounds in this paragraph normally shall be a report prepared in accordance with the criteria set out in Article E.23.



- b. When a teacher is placed on probationary appointment, they shall be provided with notice in writing setting out the reasons for placement on probation. The administrative officer shall provide the teacher with a written review of weaknesses in the teacher's performance and written recommendations for improvement.
- c. A probationary appointment shall end the earlier of:
  - i. upon expiry of six (6) months exclusive of:
    - (1) any leave of absence during or extending beyond those months; and
    - (2) the months of July and August; or
  - ii. receipt of a report on the teacher's performance prepared in accordance with the criteria set out in Article E.23 indicating that the teacher's performance is satisfactory,
- d. A report referred to in Article E.24.1.c.ii shall be completed within ten (10) months of commencement of the teacher's:
  - i. continuing appointment; or
  - ii. temporary appointment of one school year in one assignment as the case may be, exclusive of:
  - iii. any leave of absence during or extending beyond those months; and
  - iv. the months of July and August.
- e. When the Superintendent of Schools places a teacher on probationary appointment, the Board shall provide the teacher with a plan of assistance which has been developed by district staff and an administrative officer in consultation with the teacher. Another teacher requested by the teacher also shall be involved in the development of the plan of assistance at the teacher's election.
- f. The Board shall not terminate the employment of a teacher during the probationary appointment unless it has:
  - i. considered a report prepared in accordance with the criteria set out in Article E.23 by the Superintendent of Schools or designate (not to be the administrative officer referred to in Article E.24.1.a on the work of the teacher stating that their teaching performance is less than satisfactory;
  - ii. given the teacher thirty (30) days' notice of termination in writing after receipt of the report referred to in Article E.24.1.f.i; and
  - iii. given the teacher an opportunity to meet with the Superintendent of Schools within seven (7) to fourteen (14) days after notice of termination

is given, at which meeting the teacher may be accompanied by a representative of the Association.

- g. The period of time between the commencement of the probationary appointment and the issuance of the report referred to in Article E.24.1.f.i shall be at least four (4) months except that this period may be no less than two (2) months in exceptional cases where, in the Superintendent of School's opinion, the teacher's continued presence in a classroom would be unduly detrimental to the education or welfare of students.
  - h. Any report referred to in under this paragraph shall be prepared in accordance with the procedure set out in Article E.22 except that the pre-evaluation conference referred to in Article E.22.5.a may take place no fewer than ten (10) days prior to the first formal observation.
- 2.
- a. Except as provided in Article E.24.1, the Board shall not dismiss a teacher who is on continuing or temporary appointment for less than satisfactory performance of teaching duties, except where the Board has received at least three consecutive reports, pursuant to Article E.22, indicating that the learning situation in the class or classes taught by the teacher is less than satisfactory.
  - b. The reports referred to in Article E.24.2.a shall be prepared in accordance with the process established pursuant to Article E.22, and the following:
    - i. The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months.
    - ii. At least one (1) of the reports shall be a report by a Superintendent of Schools, an Assistant Superintendent of Schools or a Director of Instruction.
    - iii. The other two (2) reports shall include only reports of the Superintendent, Assistant Superintendent, Director of Instruction or the principal of the school to which the teacher is assigned.
    - iv. The reports shall be written by three (3) different evaluators.
  - c. In the event that a teacher receives a "less than satisfactory" report:
    - i. A program of assistance, developed jointly by the teacher, the evaluator and members of district staff, shall be made available to the teacher. Another teacher requested by the teacher also shall be involved in the development of the plan of assistance at the teacher's election.
    - ii. A second evaluation shall not be initiated until the date recommended by the evaluator.
  - d. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory performance of teaching duties, it shall, no later than two (2) calendar months prior to December 31st, March 31st or June 30th, notify the

teacher and the President of the Association of such intention and provide an opportunity for the teacher and a representative of the Association to meet with the Superintendent of Schools and the Board within fourteen (14) days of such notice.

- e. Where, subsequent to such a meeting, the board decides to dismiss a teacher for less than satisfactory performance of teaching duties, it shall issue notice of dismissal at least thirty (30) days prior to December 31st, March 31st or June 30th, unless otherwise mutually agreed upon by the teacher and the Board, setting out the grounds for such action.

## **ARTICLE E.25 POSTING AND FILLING OF VACANCIES**

1. In this article "vacancy" means an existing or newly created teaching assignment/position to which a teacher is not assigned, with the exception of:
  - a. a position that is filled internally by a reallocation of the existing staff; or
  - b. a position that is filled by a teacher returning from a leave of absence to the position they left.
2.
  - a. Assignment within a school shall be based on the qualifications, training, experience, and personal preference of the teacher, and shall not be used for disciplinary purposes.
  - b. The administrative officer in consultation with the staff shall meet annually or as necessary for the purpose of discussing the proposed timetable and staff assignments and determining the teaching positions required in the school.
  - c. A teacher who is not satisfied with a proposed assignment in a school may appeal their assignment to the administrative officer who, in consultation with the staff who may be affected by any change in assignment, may change the teacher's assignment.
3. All vacancies and new positions of twenty (20) school days duration or longer shall be advertised through the District website as soon as they become known, for a period of seven (7) calendar days.

The position shall be filled within ten (10) days of the end of the posting period if an internal applicant is selected. Within a further five (5) working days after filling a posted position, the Board will issue a copy of the appointment letter and Teacher Vacancies Filled summary list to the local and post the name of the successful applicant on the District Intranet site.

Copies of all postings shall be forwarded at the time of posting to the Association president.

4. All postings shall contain the nature of the position, and any qualifications and skills required for the position.

5. Where applicants for a position are relatively equal in qualifications and skills relevant to the vacant position, preference for positions other than posts of additional or special responsibility shall be given to teachers employed in the district in the following order of priority, provided that the teacher has the necessary qualifications and skills:
  - a. continuing appointment teachers who apply for the posted position;
  - b. teachers on the recall list under Article C.20;
  - c. district initiated transfers;
  - b. teachers with at least four (4) months aggregate service on temporary appointment(s) and who have not received a less than satisfactory report;
  - e. teachers who have less than four (4) months aggregate service on temporary appointment(s) and who have a minimum of thirty (30) days service;
  - f. teachers teaching on call who have taught in the District sixty (60) days or more in the past ten (10) teaching months immediately preceding the vacancy.
6. In this article "necessary qualifications" means a reasonable expectation, based on the certification, training, education or experience of a teacher, that that teacher will be able to perform the duties of the position in a satisfactory manner.

## **ARTICLE E.26 FALSELY ACCUSED TEACHER ASSISTANCE**

1. When a teacher has been formally accused of child abuse or sexual misconduct in the course of exercising their duties as a teacher, and an investigation by the Board has concluded that the accusation is not true, and:
  - a. no criminal charges are laid;
  - b. criminal charges are stayed; or
  - c. the teacher is acquitted of criminal charges in relation to the accusation, the teacher shall be entitled to assistance from the Board in accordance with Article E.26.2 below.
2. The Superintendent, in consultation with the teacher and the Association, shall establish a plan of assistance to facilitate the teacher's successful return to work.
3. Such assistance could include:
  - a. short-term paid leave of absence for the teacher as determined by the Superintendent in consultation with the president of the Association;
  - b. transfer to a vacant position for which the teacher has the necessary qualifications; and

- c. where requested by the teacher, provision of factual information to parents by the Board.

## **ARTICLE E.27 OFFER OF APPOINTMENT TO THE DISTRICT**

1. An applicant for appointment shall be entitled to rely on the representation of the Superintendent, the Assistant Superintendent or the Secretary-Treasurer, or Human Resources Director/Manager of a verbal offer of appointment, including the terms of such offer of appointment, which will be confirmed in writing within forty eight (48) hours.
2. An applicant who has been offered an appointment shall advise the Board in writing of their acceptance or rejection within twenty four (24) hours beyond the day of receipt of the written offer referred to in Article E.27.1 above.

## **ARTICLE E.28 PARENTAL COMPLAINTS**

When a parent complaint regarding a teacher is made directly to administration, the administrator, at their discretion, will advise the parent to first attempt to resolve the matter directly with the teacher. The administrator, at their discretion, will advise the teacher that a parental complaint has been made.

## **SECTION F      PROFESSIONAL RIGHTS**

### **ARTICLE F.1      PROFESSIONAL DEVELOPMENT FUNDING**

Article F.1.1 and F.1.2 does not apply in School District No. 60 (Peace River North).

3.      Upon ratification in each subsequent round of bargaining, where Article F.1.1 does not already apply, then Article F.1.2 will be implemented as part of the melding process.

### **ARTICLE F.20      PROFESSIONAL DEVELOPMENT**

1.      a.      The Board shall contribute two and one-half (2.5) times category four (4) minimum annually to a Professional Development Fund to provide professional development for teachers.

- b.      The PRNTA shall contribute \$2,800 annually to a Professional Development fund.

The Professional Development Committee shall provide a statement to the Board and the Association annually detailing expenditures of this fund and showing that interest earned on this principal amount is used for professional development in the district.

- c.      The fund and any interest earned is to be administered by the Association's Professional Development Committee and the Director of Instruction or their appointee.
  - d.      The signing officers shall be the Professional Development Chairperson, the Director of Instruction and one other member of the Professional Development Committee.
  - e.      The Board's contribution shall be paid into a separate account under the administration of the Professional Development Committee by the first working day of the school year.
  - f.      The Association's share is to be paid into the Professional Development account by the first working day of the calendar year.
  - g.      The fund is to be used solely for the purpose of professional improvement activities as approved by the Professional Development Committee. The Professional Development Committee will allocate a portion of the fund for teacher teaching on call costs for teachers who are working with Professional Development activities.
2.      The professional development fund shall be available to teachers annually at the start of each school year.

Each school staff may elect a professional development committee.

- a. The committee shall be chaired by a teacher holding a valid BC teaching certificate.
  - b. The committee chair shall be selected by the teaching staff at each school.
  - c. An administrator shall be an ex-officio member of the committee.
  - d. The primary function of the committee shall be to plan any school-based professional development activities which involve the whole staff.
3. Professional development plans and activities shall be developed by the professional staff of each school; or the Association with respect to a District-wide professional development day. The Professional Development Committee will recommend a schedule of professional development days to the Board.

## **ARTICLE F.21      PROFESSIONAL RIGHTS AND RESPONSIBILITIES**

1. Within the bounds of prescribed and authorized provincial and local curriculum, teachers shall have the professional rights and responsibilities to determine the methods of instruction, and the planning, presentation and evaluation of course material in their general work assignments.
2. Article F.21.1 does not limit the Board's right to evaluate a teacher's effectiveness pursuant to Article E.22 (Evaluation of Teachers).

## **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 one hundred and twenty (120) 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.21 Sick Leave, for sick leave use and accrual]

### **ARTICLE G.2      COMPASSIONATE CARE LEAVE**

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



- b. in relation to an employee's spouse:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC *Employment Standards Act* for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
3. Compassionate care leave supplemental employment insurance benefits:
- When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:
- a. one hundred percent (100%) of the employee's current salary for the first week of the leave, 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.)*

[See also Article G.24 Serious Illness for short term compassionate leaves of up to five days.]

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

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

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

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

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

1.     Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family.

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), current ward, 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, former 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.4.5 and 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. The Board shall grant leave with pay to a maximum of five (5) days in the case of death of an aunt or uncle.
- 6. In the event of the death of any relative not mentioned in Article G.4.1 or G.4.5, the teacher shall be granted leave for a half (½) day, with pay, for the purpose of attending the funeral. See also article G.4.3 for unpaid leave.
- 7. In the event of the death of a friend, the teacher shall be granted leave for a half (½) day, with pay, for the purpose of attending the funeral and additional days without pay, if necessary for travel, upon written request to the Superintendent of Schools.

**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.*

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

[NOTE: Article G.6.1.b applies for the purpose of Article A.10 only. Article G.6.1.a and Articles G.6.2 – G.6.8 do not apply in SD 60.]

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:**

#### **11. Union Leave General**

- a. Subject to operational requirements and provided that adequate notice is given, leave of absence, at cost of teacher teaching on call and without loss of salary, benefits or seniority, shall be granted at the request of the Association:
  - i. to an appointed representative of the Union to attend to business of the Union;
  - ii. to teachers called by the Union to appear as witnesses before a grievance or appeal panel or as described in this contract or under the Labour Relations Code;
  - iii. to teachers called by the Teacher Regulation Branch to attend meetings and/or hearings. [Note: See also Article A.10 *Leave For Regulatory Business As Per The Teachers Act*]
- b. Union representatives and the Board shall attempt to arrange to conduct grievance investigations and other local Union business in such a manner as not to disrupt classroom or other instruction.
- c. In the event that a teacher covered by this agreement is appointed on a term contract of employment to the administrative staff, or seconded to one of the parent bodies, leave of absence, without pay, shall be granted for the duration of those duties. For purposes of experience and seniority, the teacher shall be deemed to be in the full employ of the Board. In such case, the teacher shall be entitled, on written notice at least ninety (90) days prior to the commencement of a school term, to return to employment with the Board, effective the

commencement of that term, and shall be entitled to an assignment comparable to that previously held.

- d. Permission for leave under this clause shall not be unreasonably withheld.

## **12. Leave for Contract Negotiation**

Release time with pay up to a total of twenty-five (25) days per contract shall be provided upon request to members of the Association's bargaining team to conduct contract negotiations. Under normal circumstances, the Association will request leaves at least three (3) days in advance. Requests for additional time at one-half cost of teacher teaching on call will be granted.

## **13. PRNTA President's Release Time**

- a. The Board will continue to pay the President their salary and to provide benefits as specified in the agreement. The Association will reimburse the Board for salary and benefit costs upon receipt of a monthly statement.
- b. Where possible the PRNTA will advise the Superintendent of Schools of the percentage of time to be used and the designated member by May 31st for the following school year. For the purposes of pension, experience, sick leave and seniority, the president shall be deemed to be in the full employ of the Board. The president shall inform the Board of the number of days, or partial days, if any, that they were absent from presidential duties due to illness. Days away for illness shall be deducted from the president's accumulated sick leave credits.
- c.
  - i. In the event the president is unable to fulfill the presidential duties, the Board shall provide a teacher teaching on call to permit another Association member to assume the duties of the president. Provisions of Article A.20.3.a, A.20.3.b, A.20.3.c and A.20.3.d shall also apply.
  - ii. The PRNTA will pay the costs of the teacher teaching on call up to fifteen (15) days in any one school year.

## **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 PARENTHOOD AND COMPASSIONATE LEAVES**

Teachers granted the following leaves in accordance with the Collective Agreement:

- a. Pregnancy Leave (Employment Standards Act [ESA])
- b. Parental Leave (Employment Standards Act [ESA])

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

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

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

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

## **ARTICLE G.12 MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS**

1. When an employee takes maternity leave pursuant to Part 6 of the *Employment Standards Act*, the employer shall pay the employee:
  - a. One hundred percent (100%) of their current salary for the first week of the leave; and
  - b. When the employee is in receipt of Employment Insurance (EI) maternity benefits, the difference between the amount of EI maternity benefits received by the teacher and one hundred percent (100%) of their current salary, for a further fifteen (15) weeks.

[See Article G.26 Maternity Leave, for leave provisions]

## **ARTICLE G.20 DEFERRED SALARY LEAVE PLAN**

The Board shall maintain a deferred salary leave plan for teachers.

## **ARTICLE G.21 SICK LEAVE**

1. The Board agrees that a teacher, absent from their duties for reasons of illness will be entitled to sick leave.
2. Illness shall include unavoidable quarantine or accident.
3. The Board may request a certificate, signed by a medical practitioner, for absences of more than three (3) days.

4. Sick leave shall be equivalent to one and one-half (1 ½) times the number of months taught by them in the service of the Board, less the number of days during which they have been absent for reasons of illness and for which the Board has previously allowed and paid full pay.
5. The number of days for which a teacher may be allowed full pay under this clause in any one school year shall not exceed one hundred and twenty (120).
6. It is expressly agreed that the Board shall recognize its obligation to grant paid sick leave under the foregoing provisions whether the entitlement to sick leave were accumulated under statutory provisions or by the provisions of this agreement.
7. A teacher who contracts a communicable childhood disease (i.e. measles, mumps or chicken pox), certified by a medical doctor, shall receive full pay and shall not have days absent for that reason deducted from accumulated sick leave credit, if there are other cases of the disease in the school or in the district to which the teacher may have been exposed.

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

## **ARTICLE G.22      PERSONAL LEAVE**

1. Teachers who have accumulated fifty (50) sick days shall be eligible to receive one (1) personal leave day per calendar year. This is to be non-chargeable to sick leave.
2. Teachers with ninety (90) accumulated sick days shall be eligible for two (2) such days subject to the above conditions.
3. A maximum of one (1) day of the accrued personal leave days not used by a teacher during the calendar year will be carried forward into the future and placed into a personal leave bank. The minimum carried forward into the personal leave bank per calendar year will be one-half (½) day. Once days have been placed into the personal leave bank, which shall not exceed ten (10) days, these days will be carried forward into the future until they are used.
4. Notification for such leave must be given to the Administrative Officer prior to the leave and will be subject to the availability of a teacher teaching on call or class coverage that is acceptable to the principal. Date of application to the Administrative Officer will determine who gets leave if problems arise.
5. There will be no loss in pay for the teacher taking personal leave.



## **ARTICLE G.23      WORKERS' COMPENSATION/ INJURY ON DUTY**

1.      Where a teacher suffers from a disease or illness or incurs personal injury, (which disease, illness or injury is hereinafter called the "disability"), and they are entitled to benefits under the Workers' Compensation Act, they shall not be required to use their sick leave credits for time lost, during the first twelve (12) months, by reason of any such disability.
2.      Any teacher in receipt of benefits from the Workers' Compensation Board will continue to accumulate increments as if they were teaching during this period.
3.      All monies received by a teacher by way of compensation for wages from the Workers' Compensation Board will be paid to the School Board. In return, the School Board will pay to the teacher their regular monthly salary for a period of up to one (1) year. After that period, the salary paid to the teacher will reduce any sick leave credits the teacher has accumulated on a proportionate basis.
4.      Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.

## **ARTICLE G.24      SERIOUS ILLNESS**

1.      Leave with pay less cost of a teacher teaching on call to a maximum of five (5) days per year per family member will be granted in cases of serious illness of immediate family. The teacher shall notify the superintendent of schools through the administrative officer concerned.
2.      "Immediate family" shall mean mother, father, sister, brother, daughter, son, stepchildren, grandchild, mother-in-law, father-in-law and spouse/common-law spouse.

[See also Article G.2 Compassionate Care Leave for leaves in excess of five days.]

## **ARTICLE G.25      LEAVE OF ABSENCE FOR NON-ELECTIVE TREATMENT OF MINOR DEPENDENTS**

1.      A teacher shall be granted up to ten (10) days leave of absence, with pay upon request, which shall be chargeable to accumulated sick leave to accompany a minor dependent if they are referred for treatment out of town by a local doctor. The Board shall have the right to request and receive verification of this from the doctor.

### **2.      Illness of Minor Dependents**

Leave with pay to a maximum of three (3) days per any one (1) year will be granted in case of illness of minor dependent.

## **ARTICLE G.26      MATERNITY LEAVE**

### **1.      Maternity Leave**

- a.      At least the minimum provisions under Part 6 of the Employment Standards Act shall apply.
- b.      A pregnant teacher shall be granted, upon request, a leave of absence for a stated period of time, not to exceed six (6) months beyond that provided in the Employment Standards Act. Three (3) months written notice is requested.

[See Article G.12 Maternity/Pregnancy Leave Supplemental Employment Benefits, for provisions on supplemental employment benefits]

### **2.      Extended Leave**

- a.      A teacher shall be granted extended Maternity Leave beyond the limits set by the Employment Standards Act for a period up to twenty (20) school months after the date of birth.
- b.      The teacher intending to make an early return to duty will submit a written application and a medical certificate.
- c.      Teachers shall return from extended maternity leave at the commencement of a term or semester.
- d.      A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act and the maternity and extended maternity leave provisions of the agreement.

### **3.      Benefits on Maternity Leave**

- a.      The Board will continue to pay its share of all benefits during the period of maternity leave provided under the Employment Standards Act.
- b.      The Board will continue benefit coverage for a teacher on extended maternity leave on the specific request of the teacher, provided the teacher agrees in writing to return to teaching in the district at the same or greater level of assignment at the end of the extended maternity leave for at least one (1) school year. If the teacher fails to return to teaching in the district at the end of the extended maternity leave, they shall reimburse the Board for the cost of benefits during that leave. If the teacher returns to a lesser level of assignment, they shall reimburse the Board pro-rata. Where a teacher is required to reimburse the Board under the terms of this clause, the Board has a right to recover the monies owing.

#### **4. Use of Sick Leave**

If at the end of the agreed-upon period of maternity leave, the teacher is unable to return to duty because of ill health, they shall qualify for sick leave in accordance with Article G.21 except that Article G.21.7 shall not apply.

### **ARTICLE G.27 PATERNITY LEAVE**

On the birth of a child, the father shall receive three (3) days leave with pay, if requested. These days must be taken during the period from two (2) weeks before delivery, to two (2) weeks after delivery.

### **ARTICLE G.28 PARENTAL LEAVE FOR FATHERS**

1. A father, inclusive of natural or adoptive, shall be granted parental leave for a stated and continuous period of time up to a maximum of twelve (12) weeks.
2. Parental leave shall be taken following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child or, in the case of adoptive parent, within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody.
3. The board will continue to pay its share of all benefits during the period of parental leave.
4. Such application shall be made no later than four (4) weeks prior to the start of the intended leave or four (4) weeks prior to the beginning of a semester or term (wherever possible), or by May 31 in respect to leave commencing September 1 following.
5.
  - a. A teacher returning from parental leave in the same school year shall be assigned to the same position held prior to the leave.
  - b. A teacher returning from parental leave in the following school year shall be assigned to a position comparable to the position held prior to taking the leave.

### **ARTICLE G.29 ADOPTION LEAVE**

1. In the case of legal guardianship or adoption, both parents shall be eligible for one (1) day leave with pay, if requested, during the week prior to, after or on the day the adoption or guardianship occurs.
2. In the case of adoption, maternity leave shall be granted and should commence from the date of arrival of the child in the home. All the provisions of this section shall apply including all rights guaranteed under the Employment Standards Act.
3. At the teacher's election, adoption leave shall be granted for up to five (5) days, less cost of teacher teaching on call, instead of maternity leave.

4. In the case of adoption, paternity leave shall be granted for up to five (5) days, less cost of teacher teaching on call.

5. Leave for Adoption Interviews

Up to five (5) days leave, less cost of teacher teaching on call, shall be granted to either parent (or both if both are employees of the Board), for mandatory interviews or travelling time to receive the child.

## **ARTICLE G.30 MARRIAGE OR ATTENDANCE AT WEDDINGS**

1. A teacher will be granted a maximum of one (1) day leave with pay, less cost of a teacher teaching on call, for their marriage or attendance at the wedding of a relative. The teacher shall notify the superintendent of schools through the administrative officer concerned.
2. "Relative" shall mean mother, father, sister, brother, spouse/common-law spouse, daughter, son, stepchildren, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or any other relative living in the same household.

## **ARTICLE G.31 LEAVE OF ABSENCE FOR POLITICAL PURPOSES**

Leave without pay up to a maximum of five (5) days in any school year, if required, shall be granted upon application to the superintendent of schools to any teacher seeking election in a Civic, Provincial or Federal election. Leave for longer than five (5) days shall be at the Board's discretion, upon application by the teacher.

## **ARTICLE G.32 JURY DUTY AND SUMMONS TO LEGAL PROCEEDINGS**

1. The Board shall grant leave of absence with pay to any teacher summonsed for jury duty or required to attend any legal proceedings by reason of subpoena.
2. A teacher on such leave shall pay over to the Board, any sum received for jury duty or witness fees, exclusive of parking costs, daycare costs, travelling costs or meal allowances.

## **ARTICLE G.33 EARLY RETIREMENT INCENTIVE PLAN**

The Board shall maintain an early retirement incentive plan for teachers in board policy.

## **ARTICLE G.34      EDUCATIONAL LEAVE**

1. The board may grant educational leave on application to teachers with a minimum of five (5) year's service in the district for the purpose of furthering excellence of instruction in the school district.

Any of the following general activities may be considered to fulfil such purposes:

- a. Formal academic training regardless of whether it leads to higher certification;
  - b. Studies or programs designed to bring new techniques or educational strategies to the school district;
  - c. To assist established teachers to refresh and advance their knowledge of method, subject matter or general background for teaching.
2. A Review Panel shall be established to consider applications and make recommendations to the board. The Review Panel shall consist of two (2) representatives of the board and two (2) representatives of the association. Recommendations from the Review Panel may be rejected by the board, but in such cases, the board shall provide to the Review Panel, written reasons for its decision.
3. The basic unit of leave shall be one year, but where appropriate, any portion of the school year may be granted from September 1 to June 30.
4. Application will be made by the teacher applying in writing to the Superintendent of Schools stating clearly the particular purpose for the leave and the proposed activities designed to fulfil that purpose. Copies of all applications shall be submitted to the Review Panel.
5. Application for full year educational leave must be received prior to March 1 of the school year preceding the year in which the leave will be granted. Application for part year educational leave must be received a minimum of three (3) months prior to the date the leave would commence.
6. The teacher shall be considered to be on leave from the balance of their assignment so that they may purchase pensionable service to provide for a full year's pension credit.
7. The board will maintain benefit plans for the teacher provided the teacher reimburses the board for the benefit costs.
8. On return from leave, a teacher shall be assigned to a position comparable to the position held prior to taking the leave, unless a different assignment is mutually agreed upon.

## SECTION H

## SIGNATURES

Signed at Vancouver, British Columbia, this 28 day of May, 2024



Stephen Petrucci, Superintendent  
School District No. 60 (Peace River North)



Michele Wiebe, President  
Peace River North Teachers' Association



Leanne Bowes, Executive Director,  
Labour Relations (Collective Bargaining)  
British Columbia Public School Employers'  
Association



Clint Johnston, President  
British Columbia Teachers' Federation

## SCHEDULE A

### Isolation Allowance [Article B.25] July 1, 2022 to July 1, 2025

July 1, 2022 – July 1, 2025

July 1, 2022

SCHOOL	ROAD	KILOMETERS	PER KILOMETER	PER TEACHER PER YEAR
BUICK	PAVED	71	\$ 1.23	\$ 871.21
CLEARVIEW	PAVED	48.5	\$ 0.85	\$ 409.15
HUDSON'S HOPE	PAVED	96	\$ 0.67	\$ 641.57
PRESPATOU	PAVED	89	\$ 1.23	\$ 1,092.08
UPPER HALFWAY	PAVED	134	\$ 1.23	\$ 1,644.26
UPPER PINE	PAVED	32	\$ 0.85	\$ 269.95
WONOWON	PAVED	89	\$ 1.23	\$ 1,092.08

July 1, 2023

SCHOOL	ROAD	KILOMETERS	PER KILOMETER	PER TEACHER PER YEAR
BUICK	PAVED	71	\$ 1.31	\$ 930.02
CLEARVIEW	PAVED	48.5	\$ 0.90	\$ 436.77
HUDSON'S HOPE	PAVED	96	\$ 0.72	\$ 684.88
PRESPATOU	PAVED	89	\$ 1.31	\$ 1,165.80
UPPER HALFWAY	PAVED	134	\$ 1.31	\$ 1,755.25
UPPER PINE	PAVED	32	\$ 0.90	\$ 288.17
WONOWON	PAVED	89	\$ 1.31	\$ 1,165.80

**July 1, 2024**

SCHOOL	ROAD	KILOMETERS	PER KILOMETER	PER TEACHER PER YEAR
BUICK	PAVED	71	\$ 1.35	\$ 957.92
CLEARVIEW	PAVED	48.5	\$ 0.93	\$ 449.87
HUDSON'S HOPE	PAVED	96	\$ 0.74	\$ 705.43
PRESPATOU	PAVED	89	\$ 1.35	\$ 1,200.77
UPPER HALFWAY	PAVED	134	\$ 1.35	\$ 1,807.91
UPPER PINE	PAVED	32	\$ 0.93	\$ 296.82
WONOWON	PAVED	89	\$ 1.35	\$ 1,200.77



# **LOCAL LETTERS OF UNDERSTANDING / INTENT**

## **MEMORANDUM OF AGREEMENT**

### **BETWEEN**

**B.C. Public School Employers' Association  
(BCPSEA)**

### **AND**

**SCHOOL DISTRICT NO. 60 (PEACE RIVER NORTH)  
(the "District")**

### **AND**

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

### **AND**

**The Peace River North Teachers' Association  
(the "Association")**

(Hereinafter referred to as the "Parties")

### **Re: Mid Contract Modifications/Middle School Reconfiguration**

The Parties agree that the following will govern instructional time, preparation time, collaboration time, posting and filling of positions, positions of special responsibility and teacher evaluation for middle schools in School District #60 (Peace River North) commencing the 2010/2011 school year.

**1. Instructional time**

Instructional time for middle schools shall be assigned as per the junior secondary model at 1545 minutes per week inclusive of prep.

**2. Preparation Time:**

Preparation time for middle schools shall be assigned as per the junior secondary model at 12.5% of instructional time.

3. Collaboration Time:

Any assigned collaboration time in middle schools shall fall within the regularly scheduled school day and be available to all teachers equitably.

4. Posting and Filling of Positions

In the event that a school is required to decrease staff for the beginning of the 2010/2011 school year because of middle school configuration changes the processes shall be completed through the appropriate steps as outlined in collective agreement.

The Association will be provided with the names of teachers and positions affected and will be consulted through the placement process.

5. Posts Of Additional Responsibility

Any team leader positions deemed to be posts of responsibility will be governed by Article B 23 of the collective agreement subject to any changes as recommended by the implementation committee as outlined in section 7.

6. Teacher Evaluation

Teachers newly assigned to middle schools who have previously had satisfactory teaching reports will not normally be formally evaluated in the first year of their assignment. Exceptions would be by request of the teacher, or through extenuating circumstances as agreed to in consultation between the Director of Instruction and Local Association President.

7. Implementation Committee

The District and Association agree to form a Middle School Implementation Committee consisting of two members appointed by the District and two members appointed by the Association.

The committee will have jurisdiction to discuss and seek resolution to any disputes arising out the transition to middle schools. The implementation committee shall review and finalize the roles and responsibilities as applied to the position of team leaders within middle schools. The committee shall be cease to operate on June 30, 2012 or upon the final resolution of any matter brought before the committee prior to that date but not yet resolved.

This Memorandum of Agreement will be appended to and form part of the Collective Agreement in effect between the parties, and will continue to be in effect for the life of that Agreement.

Any dispute arising out of the Application and/or interpretation of the Memorandum of Agreement is grievable under the terms of Article A.6 ("Grievance Procedure") of the Collective Agreement.

Signed this 5<sup>th</sup> day of March, 2010.

Original signed by:

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Dave Sloan  
School District No. 60 (Peace  
River North

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Andy Sears  
Peace River North Teachers'  
Association

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Jacquie Griffiths  
British Columbia Public School  
Employers' Association

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Jim Iker  
BC Teachers' Federation

# PROVINCIAL LETTERS OF UNDERSTANDING / INTENT

## 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

<b>Appendix 1 PROVINCIAL MATTERS</b>
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## **Appendix 1 – Provincial Matters**

### **Housekeeping – Form Issues**

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

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

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

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

1. Determination of Salary
  1. *Placement on Scale*
  2. *Salary Review*
  3. *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
  4. *Classification of Salary for Letters of Permission*
  5. *New Positions, Reclassification*
  6. *Experience Recognition*
2. Salary Scale
  1. *Category Addition*
  2. *Category Elimination*
3. Payment of Salary
  1. *Increment Dates*
  2. *Withholding*
  3. *Error in Salary – Adjustments*
  4. *Part Month Payments and Deductions including Schedule*
  5. *Pay Periods including payment schedule*
4. Employees' Pay and Benefits including sick leave
  1. *Full time and continuing teachers*
  2. *Part Time and temporary or term teachers*
  3. *Teachers Teaching on Call*
  4. *Summer School and Night School Payment*
  5. *Associated Professionals*
5. Positions of Special Responsibility
6. Teacher in Charge/Acting Administrators (Filling Temporarily Vacant Position)
7. Automobile/Travel Allowance
8. First Aid, First Aid Allowance and Training
9. Special Allowances, i.e., Moving/Relocation, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, Clothing, etc.
10. Establishment and funding of Classroom Supply Fund or Allowance (Compensation for Funds Spent by Teachers on Class)
11. Housing and Housing Assistance
12. No Cuts in Salary and Benefits
13. Payment for Work Beyond Regular Work Year
  1. *Counsellors Working Outside School Calendar*
  2. *Night School Payments*
  3. *Summer School Payments*
  4. *Salary – Payment for Additional Days*
  5. *Not Regular School Days*
14. Payment of Teacher Regulation Branch and other professional fees
15. Benefits – general information and benefits management committee

16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

### **Section C – Employment Rights**

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

### **Section D – Working Conditions**

1. Teacher Workload
  1. *Class Size*
  2. *Class Composition*
2. Inclusion
  1. *Urgent Intervention Program or similar*
  2. *School Based Team*
3. Professional Teaching Staff Formulas including advisory committees
4. Hours of Work
  1. *Duration of School Day*
  2. *Instructional Time*
  3. *Extended Day; Alternate Calendars e.g. Four Day Week*

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

## **Section E – Personnel Practices**

1. Definition of Teachers
2. Selection of Administrative Officers (Note: See Addendum B)
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 C)
  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**

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

<b>Appendix 2</b> <b>LOCAL MATTERS</b>
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## **Appendix 2 – Local Matters**

### **Housekeeping – Form Issues**

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

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

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

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

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

### **Section C – Employment Rights**

1. Layoff-Recall, Re-Engagement
2. Part-Time Teachers' Employment Rights
  1. *Job Sharing*
  2. *Offer of Appointment to District*

3. *Assignments*
4. *Posting & Filling Vacant Positions*

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

1. Posting and Filling Vacant Position
  1. *Offer of Appointment to District*
  2. *Assignments*
  3. *Job Sharing*
  4. *Posting Procedures – Filling*
  5. *Posting & Filling Vacant Positions – School Reorganization*
  6. *Transfer: Board Initiated Transfers, Transfer related to Staff Reduction*
  7. *Creation of New Positions*
  8. *Job Description*
2. Definition of Positions and Assignments
3. Personnel Files
4. School Act Appeals
5. Input into Board Policy
6. No Discrimination
7. Multiculturalism
8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum B)
10. Parental Complaints, Public Complaints

## **Section F – Professional Rights**

1. Professional Development Committee as related to funding control (Note: see also Addendum C)
2. Committees
  1. *Professional Relations/Labour management*
  2. *Parent Advisory Council*
  3. *Joint Studies Committee*
  4. *Professional Development Committee (Note: see also Addendum C)*
  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.

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

**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.

Signed this 25<sup>th</sup> day of October 1995

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Signed this 11<sup>th</sup> day of December 1996.

**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:

Teacher Assistants:

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

Signed this 23rd day of April 1997.

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

**Re: October 25, 1995 Letter of Understanding ("Unpaid Leave") – Revised**

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

Signed this 7<sup>th</sup> day of October 1997.

## **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

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

**LETTER OF UNDERSTANDING No. 3. a**

**Between**

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

**And**

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

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

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

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Not Applicable in School District No. 60 (Peace River North)



**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**

Not Applicable in School District No. 60 (Peace River North)

## LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

### 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:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, 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 to include a request to grant:
  - a. priority hiring rights to Indigenous applicants; and
  - b. priority in the post and fill process and layoff protections for Indigenous employees in applications to the Office of the Human Rights Commissioner.
3. The parties' support for special program applications is not limited to positions funded by targeted Indigenous Education Funding.
4. The provincial parties will jointly develop communications and training which will support the application for and implementation of special programs in districts. As part of the communications and training initiative, the parties will develop an Implementation Guide to be shared with boards of education and local teachers' unions.
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.

Signed this 28<sup>th</sup> day of October, 2022

## 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.

#### **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 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.
- b. All employees identified will receive the annual recruitment allowance 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).

Signed this 28<sup>th</sup> day of October, 2022

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

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

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

Lakeview Elem	Lakeview
Barlow Creek Elem	Barlow Creek
Parkland Elem	Moose Heights
Bouchie Lake	Bouchie Lake
<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



## 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.

[\* Note: effective November 30, 2022, initiation of sick leave and seniority verification process was increased from 90 days to 120 days.]

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

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

\* Note: effective November 30, 2022, initiation of sick leave and seniority verification process was increased from 90 days to 120 days.

## **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 March 26, 2020

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

## **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 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]<sup>1</sup> / 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.

Signed this 26<sup>th</sup> day of November, 2012

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

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<sup>1</sup> The references to VSTA and VEAES represent internal union organization. The reference to the Vancouver Teachers' Federation is for Collective Agreement matters.

## Appendix A to Letter of Understanding No. 9

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

<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; 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	\$900 per year; effective January 1, 2023: \$1,200
Speech therapist	\$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. 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 Beaverdell and Big White  
Elementary Schools**

Not applicable in SD 60 (Peace River North)

## **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 experience 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 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.

Signed this 22<sup>nd</sup> day of April, 2015

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

## 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 preceding 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 following 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 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, 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 2022-2025 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.

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

## LETTER OF UNDERSTANDING NO. 13

### BETWEEN

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

### AND THE

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

#### **Re: Committee to Discuss Indigenous Peoples Recognition and Reconciliation**

The provincial parties commit to building respectful, productive, and meaningful relationships with Indigenous groups.

The parties agree to establish a committee within two (2) months of the conclusion of 2022 provincial bargaining (or other period as mutually agreed to).

The committee shall be comprised of up to three (3) representatives appointed by the BCTF and up to three (3) representatives appointed by BCPSEA, unless mutually agreed otherwise.

Representatives from the First Nations Education Steering Committee (FNESC), and other organizations as agreed to by the parties, will be invited to participate. The scope of participation and scheduling of these representatives will be by mutual agreement of the parties.

The committee will:

1. Discuss ways that the parties can support:
  - a. *Declaration on the Rights of Indigenous Peoples Act* and specifically, the education commitments of the Declaration Act Action Plan;
  - b. Truth and Reconciliation Commission of Canada: Calls to Action
2. Review the Collective Agreement to identify ways to support the recruitment and retention of Indigenous teachers. The committee may mutually recommend to the provincial parties potential changes to the Collective Agreement.

Signed this 28<sup>th</sup> day of October, 2022

**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.

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

## LETTER OF UNDERSTANDING NO. 15

### BETWEEN

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

### AND THE

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

#### **Re: Structural Review Committees**

#### **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 Local Bargaining Procedure within six (6) months of the completion of the 2022 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.

Signed this 28<sup>th</sup> day of October, 2022

**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Benefits Improvements**

1. The parties agree to benefits improvements to the standardized Provincial Extended Health Benefits Plan in the following amounts, effective January 1, 2023:
  - a. add registered clinical counsellors and registered social workers to the existing Psychologist coverage and increase the combined total to \$1200 per year;
  - b. in Appendix A to LOU #9 (Re: Provincial Extended Health Benefit Plan), rename the grouping of "Psychologist" coverage to "Counselling Services";
  - c. include coverage for the Dexcom Continuous Glucose Monitor;
  - d. increase Chiropractic coverage to \$1000;
  - e. increase Massage Therapist coverage to \$1000;
  - f. increase Physiotherapist coverage to \$1000; and
  - g. increase Acupuncturist coverage to \$1000.
2. The parties further agree to enter into discussion around the allocation of:
  - a. Effective July 1, 2023 \$1,500,000 of ongoing money
  - b. Effective July 1, 2024 an additional \$2,000,000 of ongoing money

The allocation of benefits improvement funding may include the standardized provincial extended health plan, local dental plan provisions, and local dental plan levels of minimum coverage.

3. The parties will conclude benefit improvement discussion by no later than April 30, 2023.

Signed this 28<sup>th</sup> day of October, 2022



## LETTER OF UNDERSTANDING NO. 17

### BETWEEN

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

### AND THE

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

#### **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+ 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 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 the group(s) the special program is intended to attract and retain.
3. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the position(s) to which the special program application should apply. The parties recognize that a special program application 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 to 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 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 in districts; and
  - b. develop an Implementation Guide to share with boards of education and local teachers' unions.

Signed this 28<sup>th</sup> day of October, 2022

## INFORMATION

Teacher Regulation Branch.....	1-604-731-8170
Toll-free long distance .....	1-800-555-3684
Fax .....	1-604-731-9142
B.C.S.T.A. ....	1-604-734-2721
B.C.T.F. ....	1-800-663-9163
Employee & Family Assistance Program (E.F.A.P.) - (24 hours) .....	1-800-668-2055
AHCOTE - Alaska Highway Consortium of Teacher Education .....	250-785-6981
Peace River North Teachers' Association (PRNTA).....	250-785-8881
E-Mail .....	lp60@bctf.ca
Teacher Qualification Service .....	1-604-736-5484
Fax .....	1-604-736-6591
School Board Office .....	250-262-6000
Fax .....	250-262-6046
Ministry of Education - Victoria (info only) .....	1-250-387-4611
Teachers' Pension Plan	
Toll-free long distance .....	1-800-665-6770
Fax .....	1-250-356-7962
District Web Site .....	"www.prn.bc.ca"
Aboriginal Education .....	250-785-8324

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