

**WORKING DOCUMENT**  
**2019 – 2022**  
**LOCAL COLLECTIVE AGREEMENT**

**Between**

**The Board of Education of**

**School District No. 35 (Langley)**

**British Columbia Public School Employers' Association**

**and**

**Langley Teachers' Association/**

**British Columbia Teachers' Federation**

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

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## **PREAMBLE**

Both parties agree that the purpose of this agreement is:

1. to encourage cooperation between the Board and the Union;
2. to provide for a harmonious relationship between the parties;
3. to provide expeditious settlement of disputes;
4. to encourage cooperation in providing quality education services to the pupils in the District.

## **DEFINITIONS**

1. **Appointment**  
An appointment is the full-time or specified part-time employment by the school district on a continuing, term, or teacher-teaching-on-call basis.
2. **Position**  
A position is the general subject area(s) and/or program(s), and/or level(s) on a full-time or specified part-time basis at a designated school(s) or work location(s).
3. **Assignment**  
An assignment is the specified course(s), and/or program(s) and/or grade(s) within a position.
4. **Professional Development**

Professional Development is an ongoing process of differentiated professional learning, growth and feedback, initiated and selected by one or more teachers or in conjunction with school-based administrators. Professional Development may be augmented through involvement in programs, services, observations, collaboration and activities designed to enable teachers, both individually and/or collectively, to enhance their professional practice.

Professional Development may include individual in-service, program development, staff development or school planning.

Professional Development does not include in-service or union business.

## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

### ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

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

## **ARTICLE A.2 RECOGNITION OF THE UNION**

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the Board of Education for S.D. No. 35 (Langley) recognizes the Langley Teachers' Association as the teachers' union for the negotiation in the S.D. No. 35 (Langley) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in the S.D. No. 35 (Langley) 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 Langley Teacher's Federation, subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

### **Local Provisions:**

3. The Board employs a number of staff whose professional training can be equated with that of teachers and whose role with children can be characterized as a teaching function in their specialty, specifically speech and hearing therapists, educational psychologists, educational assessment specialists and career education associates. These persons whether or not they possess a teaching certificate, have professional training, responsibility, and expertise commensurate with those of teachers.
4. The speech and hearing therapists, educational psychologists, and educational assessment specialists and career education associates, referred to as associated professionals, shall be represented by the Union as bargaining agent for terms and conditions of employment.
5. Associated Professionals shall, at the time of employment become and remain members of the Union and the British Columbia Teachers' Federation, and this agreement shall apply to those members.



6. All certificated teachers teaching on call employed by the Board shall become members of the Union.
7. All non-certificated teachers teaching on call employed by the Board shall, for the duration of their assignment as teacher teaching on call, become members of the Union.

#### **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.

#### **Local Provisions:**

6. Completed forms shall be forwarded to the Langley Teachers' Association not later than fifteen (15) calendar days following the commencement of employment.
7. S.D. No. 35 (Langley) agreed to remit such fees and levies no later than the tenth (10<sup>th</sup>) day of the month in which the deduction is made.

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

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee and the local shall appoint the representatives. The local will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment of a representative, the superintendent, or designate, and the president or designate of the local may meet and discuss the matter.

3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher teaching on call (TTOC) costs shall be borne by the employer.
4. When a TTOC is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the TTOC shall be paid pursuant to the provisions in each district respecting TTOC Pay and Benefits. A TTOC attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the TTOC shall receive a full day's pay.

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

### **1. Preamble**

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

### **Steps in Grievance Procedure**

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

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

#### **3. Step Two**

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

#### **4. Step Three**

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

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

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

#### **5. Omitting Steps**

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

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

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

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

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

- ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
- iii. Each party shall determine who shall attend the meeting on its behalf.

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

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

## **9. General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.

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

**ARTICLE A.7 EXPEDITED ARBITRATION**

**1. Scope**

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

**2. Process**

- a. The grievance shall be referred to one of the following arbitrators:
  - i. Mark Brown
  - ii. Irene Holden
  - iii. Chris Sullivan
  - iv. Elaine Doyle
  - v. Judi Korbin
  - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.

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

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

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

## **ARTICLE A.9 LEGISLATIVE CHANGE**

1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2.
  - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
  - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

## **ARTICLE A.10 LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS’ ACT**

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

## **ARTICLE A.20 DISTRIBUTION OF AGREEMENT**

1. The Union will be given the draft copy of the ratified agreement within five (5) working days from the date upon which the Board has received it.
2. Prior to the production of the final copy of the Agreement, the Board and the Union will meet to correct the draft copy and to determine the format of the printed contract.
3. The Board shall provide all employees with electronic access to a final copy forty-five (45) working days, or as soon as possible, after ratification or upon appointment to the District.

4. The LTA will be provided with one (1) printed copy of the Agreement for every ten (10) members.

#### **ARTICLE A.21 AMENDMENTS TO THE AGREEMENT**

1. This agreement may be modified during its term by mutual consent. (Any changes to Provincial articles must receive consent of BCPSEA/BCTF).

#### **ARTICLE A.22 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. Except as mutually agreed upon between the Board and the Local, the Board shall not contract out duties of the type and kind that would normally and regularly be performed by a teacher.

#### **ARTICLE A.23 TEACHER ASSISTANTS**

1. All teacher assistants hired to assist teachers in carrying out their responsibilities and duties, shall be under the immediate instructional supervision of teachers.
2. Teacher assistants shall not assume the direct instructional responsibility for designing the educational programs for students, but may assist the teacher by:
  - a. providing assistance to individual students and groups of students;
  - b. monitoring students;
  - c. maintaining student records;
  - d. providing advice/guidance to students.
3. Teacher assistants shall not assume direct instructional responsibility while the teacher is absent.
4. Teacher assistants shall not be used to replace qualified teachers.

#### **ARTICLE A.24 SCHOOL STAFF REPRESENTATIVES**

1. School staff representatives, elected in accordance with Union procedures, shall have the right to:
  - a. convene meetings to conduct Union business and be involved in matters of staff concern, including teacher-teaching-on-call concerns, provided such activities do not interfere with classroom instruction.
  - b. be involved in grievance meetings.
  - c. attend meetings between Administrative Officers and teachers pursuant to Article A.26 Right to Representation.



2. The Union shall advise the Board of the staff representative(s) elected for each work location.
3.
  - a. School Staff Representatives shall arrange to conduct grievance investigation or preparation so that such activities do not disrupt classroom or other instruction.
  - b. In the event that it becomes necessary for a teacher other than a School Staff Representative to leave the classroom or other instruction to investigate or prepare for a grievance, the Staff Representative or the teacher shall obtain authorization from their Administrative Officer.
  - c. Authorization to investigate or prepare for a grievance shall not be unreasonably withheld taking into account the urgency and nature of the grievance and the availability of the grievor or other witnesses.
  - d. A School Staff Representative or a teacher who is authorized to leave the classroom or other instruction for a reasonable period of time, to investigate or prepare for a grievance, shall be on paid leave.
4. Upon notification to the Administrative Officer, the School Staff Representative shall be relieved of duties, without loss of pay, to participate in a grievance or arbitration procedure as provided for in this Agreement. Whenever possible, such activities will be conducted outside of instructional hours.

#### **ARTICLE A.25 SCHOOL STAFF COMMITTEE**

1. The Board and the Union encourage each school to develop a committee to foster communication and collegiality among teachers through discussion of issues relevant to the teaching staff.
2. Each school, district staff or itinerant group has the right to establish a recognized Staff Committee of LTA members.
3. Staff Committee size, quorum and membership shall be determined by the teaching staff.
4. Proposals made by the Staff Committee shall be considered by the school administration.
5. Should the administrative officer choose not to implement a proposal of the Staff Committee, the administrative officer will, when requested, advise the Staff Committee of the reasons. The administrative officer, at the administrative officer's option, shall provide the reasons in writing or shall attend the next meeting of the Staff Committee and provide oral reasons.

#### **ARTICLE A.26 RIGHT TO REPRESENTATION**

1. A teacher shall be accompanied by a representative, who is a member of the Union, to attend a meeting which is discipline related between a teacher and a school-based administrative officer or that teacher's immediate supervisor.
2. A teacher shall have the right to be accompanied by a representative, who is a member of the Union, to attend a meeting between that teacher and a school-based administrative officer or that teacher's immediate supervisor if the teacher or the administrative officer has reasonable cause to believe such a representative should be present.

3. A teacher shall be accompanied by up to three (3) representatives to attend a meeting which is discipline related between a teacher and Board representative(s) not referred to in Article A.26.1 or A.26.2 above.
4. A teacher shall have the right to be accompanied by up to three (3) representatives to attend a meeting between that teacher and Board representative(s) not referred to in Article A.26.1 and A.26.2 above if the teacher or a Board representative has reasonable cause to believe such representative(s) should be present.
5. In the event that a meeting as referred to above takes place during instructional time the teacher and representative(s) will be relieved of instructional duties with no loss of pay.

#### **ARTICLE A.27 UNION ACCESS TO THE WORKSITE**

1. Authorized representatives of the Union shall have access to school property and facilities to transact official Union business at all reasonable times provided that such activities or use do not conflict with regular instructional, and/or related school activities, or event(s) previously scheduled either by the District or the Union.
2. Individuals granted access to the school under this Article shall follow the normal school procedures regarding visitors to the school by reporting their presence to the office.

#### **ARTICLE A.28 USE OF SCHOOL FACILITIES**

1. The Union shall have the right to reserve, and use school facilities and equipment during all reasonable hours for the purpose of convening meetings of the Union. Such use shall not conflict with regular instructional, and/or related school activities or event(s) previously scheduled either by the District or the Union.
2. The Union will assume responsibility for any costs arising from the use referred to in Article A.28.1. No rental fee will be charged for the use of these facilities.
3. The provisions of Article A.28.1 and A.28.2 will not apply in the event of strike or lockout.

#### **ARTICLE A.29 INTERNAL MAIL**

1. The Union may use the District mail service and employee mailboxes for communication with its members.
2. The District shall respect the confidential and privileged nature of the content of correspondence between the Union and its members. In the event the District has a reasonable cause to believe the content of communications being sent by the Union to its members, through the District's internal mail service may contain inappropriate material as referenced in Article E.2 Harassment/Sexual Harassment and in legislation, the District will contact the Union to seek a mutually agreeable solution.

### **ARTICLE A.30            BULLETIN BOARDS**

1.     The Union shall have the right to place notices of activities and matters of Union concern on designated bulletin boards, one of which shall be provided in the staff room of each school and the School Board Office.
2.     The union's notices and any accompanying documentation shall not contain statements which may contain inappropriate material as referenced in Article E.2 Harassment/Sexual Harassment or in legislation.

### **ARTICLE A.31            PICKET LINE PROTECTION**

1.     All teachers covered under this agreement shall have the right to refuse to cross or work behind a picket line unless the same is declared illegal by the Labour Relations Board or the Courts. Failure to cross such picket line shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Board. Any teacher refusing to cross or work behind such a picket line shall be considered to be absent from work without pay.
2.     The Board shall not request, require, nor direct teachers covered under this agreement to do work or carry out duties normally performed by employees engaged in a strike, or locked out, nor shall teachers request, require, or direct pupils to carry out such duties.

### **ARTICLE A.32            ACCESS TO INFORMATION**

1.     The Board agrees to furnish to the Union, within fifteen (15) working days, following a written request, information that shall include:
  - a.     financial information provided to the public including annual financial reports and audits, school District budgets, preliminary and final fiscal frameworks, and statements of final determination as are available to the public.
  - b.     professional employee information including listings of employees, showing their names, addresses, phone numbers, exclusive of those that are unlisted, grid placement, seniority and staff assignment.
  - c.     notifications of job postings, transfers, hirings, resignations, retirements, employee deaths, discharges, suspensions and less than satisfactory evaluations as they occur.
  - d.     agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.
  - e.     FTE teachers at each position of the salary grid and leaves of absence statistics that may be used in negotiations.
  - f.     student enrolment by grade, subject, class and school as produced at the school.
  - g.     average class size numbers as of September 30 each year for elementary and secondary as soon as possible after September 30.

2. Additional information not included in A.32.1(a)-(g) can be requested and provided by mutual agreement.
3. The time limits in this procedure may be altered by mutual written consent of the parties.

#### **ARTICLE A.33 STAFF ORIENTATION**

1. A half (½) day staff orientation session for new teachers shall be offered by the Board no later than November 30<sup>th</sup> each year and another half (½) day session for teachers hired after November 30 no later than May 15. Teachers-teaching-on-call will be invited to attend, with pay, one of the scheduled half (½) day orientation sessions provided they agree to be available to work for the remaining half (½) day.
2. The Board shall acquaint the new teachers with the basic operation of the school District. Thirty (30) minutes shall be made available to representatives of the Union. The Union shall acquaint teachers with the rights and responsibilities set out in the Collective Agreement.
3. The Board will provide release time for the new teachers to attend the staff orientation. The meeting may be rescheduled or cancelled with mutual consent.

#### **ARTICLE A.34 DEDUCTION OF TEACHER REGULATION BRANCH FEES**

1. Upon receipt of the teacher's written authorization, the Board agrees to deduct annual Teacher Regulation Branch membership fees and to remit such fees to the TRB.

#### **ARTICLE A.35 CONTRACT NEGOTIATIONS**

1. The Board will provide paid release time for five (5) teachers engaged in contract negotiations with the Board. The cost of any teachers-teaching-on-call will be paid equally by the Board and the Union for actual negotiation days.

#### **ARTICLE A.36 UNION PRESIDENT/EXECUTIVE OFFICER LEAVE**

1. A teacher elected to the position of president of the Union shall be granted leave of absence from teaching duties for up to one (1) year, at the request of the Union. Notification for such leave should be in writing and received by the superintendent of schools prior to May 31st.
2. When a teacher who has been granted leave under Article A.36.1 above is re-elected to the position of president of the Union for an additional term or terms, additional leave of absence shall be granted subject to the further request of the Union.
3. Service while on leave from teaching duties as president of the Union shall earn credit as teaching experience for the purposes of pay increments on the salary scale in this agreement.
4.
  - a. The Board shall pay the president of the Union full salary and benefits as per the instruction of the Union.
  - b. The Board shall be reimbursed by the Union the full amount of such salary and benefits excluding the contribution to the teacher's pension plan.

5. A teacher returning to employment with the Board from a leave of absence for up to two (2) years as president of the Union shall be assigned, where practicable, to the position held prior to the leave as president. A teacher returning to employment from leave of absence longer than two (2) years as president of the Union shall be assigned to a position in the District comparable to the position held prior to the period of leave as president.
6. For purposes of sick leave entitlement, the president shall be deemed to be in the employ of the Board, subject to the following provisions:
  - a. the president shall accumulate sick leave during the leave of absence as president.
  - b. days absent for illness during a leave of absence under this article shall be deducted firstly from the accumulation in Article A.36.6.a, subject to Article A.36.6.b. Thereafter, days absent for illness during a leave of absence under this article shall be deducted from the sick leave entitlement accumulated prior to commencement of the leave of absence under this article and in this case Article A.36.6.b will not apply.
  - c. the president shall inform the Board of the number of days or partial days, that the president was absent due to illness. Medical proof of illness will be provided to the Board in accordance with the provision for same in Article G.23 Sick Leave of this agreement.
7. Where the Union requests that a leave of absence be granted to one LTA executive officer for Union business, such leave shall be granted in accordance with the provisions of this Article and shall be for periods of not less than one (1) regular school term.

**ARTICLE A.37 LEAVE FOR UNION AND OTHER PROFESSIONAL ORGANIZATIONS**

1. A teacher who is a member of the Executive Committee, representative assembly, a committee or task force of either the Union or the British Columbia Teachers' Federation or appointed an official representative or delegate of the Union or the BCTF, the Canadian Teachers' Federation, the Teacher Regulation Branch or who is a school staff representative, shall be granted leave of absence from teaching duties in order to carry out the business of the Union and/or BCTF, the Canadian Teachers' Federation, and/or Teacher Regulation Branch so long as not more than 10% of the membership is on leave of absence pursuant to this clause at any one time.

Such leave shall be granted subject only to the BCTF, the Canadian Teachers' Federation, Teacher Regulation Branch or Union reimbursing the Board for the full cost of a teacher-teaching-on-call.

2.
  - a. In the case of a teacher appointed on a term contract of employment to the administrative staff of the BCTF, leave without pay shall be granted for up to four years, and the employee shall be entitled, on written notice prior to March 31, to return to employment with the Board effective September 1, and shall be granted an assignment comparable to that previously held.
  - b. In the case of a teacher elected to a full-time position as an officer of the BCTF and/or CTF, leave without pay shall be granted upon request annually should the person continue to be elected to a full-time position. Such a teacher shall be entitled, on written notice prior to March 31 if the person decides not to seek a further term and immediately following any Annual General Meeting when such person is unsuccessful in achieving a further term, to return to employment with the Board effective September 1. Furthermore,

a teacher returning to duties from leave of absence up to two (2) years as an elected officer shall be assigned, where practicable, to the position held prior to the leave. A teacher returning to duties from leave of absence longer than two (2) years as an elected officer shall be assigned to a position in the District comparable to the position held prior to the period of leave.

3. Leave with pay shall be granted to a teacher when required for covering the duties of the Union president during contract negotiations, grievance proceedings, arbitration hearings and for covering the duties of the Union president when absent due to illness. The Union will reimburse the District the full cost of any teacher on call.

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

### **ARTICLE B.1      SALARY**

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

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

#### **Local Provisions:**

7. Salary Scale

a. July 1, 2019

| Step | Cat 4     | Cat 5     | Cat 5 +   | Cat 6     | Cat 6+    |
|------|-----------|-----------|-----------|-----------|-----------|
| 0    | \$ 47,836 | \$ 51,308 | \$ 51,606 | \$ 55,095 | \$ 56,425 |
| 1    | \$ 50,149 | \$ 54,246 | \$ 54,295 | \$ 58,226 | \$ 59,625 |
| 2    | \$ 52,464 | \$ 57,182 | \$ 57,182 | \$ 61,358 | \$ 62,825 |
| 3    | \$ 54,778 | \$ 60,120 | \$ 60,120 | \$ 64,490 | \$ 66,024 |
| 4    | \$ 57,091 | \$ 63,056 | \$ 63,056 | \$ 67,620 | \$ 69,223 |
| 5    | \$ 59,406 | \$ 65,992 | \$ 65,992 | \$ 70,751 | \$ 72,423 |
| 6    | \$ 61,721 | \$ 68,930 | \$ 68,930 | \$ 73,882 | \$ 75,622 |
| 7    | \$ 64,035 | \$ 71,866 | \$ 71,866 | \$ 77,013 | \$ 78,822 |
| 8    | \$ 66,349 | \$ 74,804 | \$ 74,804 | \$ 80,144 | \$ 82,021 |
| 9    | \$ 68,662 | \$ 77,740 | \$ 77,740 | \$ 83,275 | \$ 85,220 |
| 10   | \$ 73,107 | \$ 83,097 | \$ 83,097 | \$ 88,998 | \$ 91,073 |
| 11   | \$ -      | \$ -      | \$ 83,097 | \$ -      | \$ -      |

b. July 1, 2020

| Step | Cat 4     | Cat 5     | Cat 5 +   | Cat 6     | Cat 6+    |
|------|-----------|-----------|-----------|-----------|-----------|
| 0    | \$ 48,793 | \$ 52,334 | \$ 52,638 | \$ 56,197 | \$ 57,554 |
| 1    | \$ 51,152 | \$ 55,331 | \$ 55,380 | \$ 59,390 | \$ 60,818 |
| 2    | \$ 53,513 | \$ 58,326 | \$ 58,326 | \$ 62,585 | \$ 64,081 |
| 3    | \$ 55,874 | \$ 61,322 | \$ 61,322 | \$ 65,779 | \$ 67,344 |
| 4    | \$ 58,233 | \$ 64,318 | \$ 64,318 | \$ 68,972 | \$ 70,608 |
| 5    | \$ 60,594 | \$ 67,312 | \$ 67,312 | \$ 72,166 | \$ 73,872 |
| 6    | \$ 62,956 | \$ 70,308 | \$ 70,308 | \$ 75,359 | \$ 77,134 |
| 7    | \$ 65,315 | \$ 73,303 | \$ 73,303 | \$ 78,553 | \$ 80,398 |
| 8    | \$ 67,676 | \$ 76,300 | \$ 76,300 | \$ 81,747 | \$ 83,662 |
| 9    | \$ 70,036 | \$ 79,295 | \$ 79,295 | \$ 84,940 | \$ 86,924 |
| 10   | \$ 75,301 | \$ 85,590 | \$ 84,759 | \$ 91,668 | \$ 93,805 |
| 11   | \$ -      | \$ -      | \$ 85,590 | \$ -      | \$ -      |

c. January 1, 2021

| Step | Cat 4     | Cat 5     | Cat 5 +   | Cat 6     | Cat 6+    |
|------|-----------|-----------|-----------|-----------|-----------|
| 0    | \$ 49,769 | \$ 53,381 | \$ 53,691 | \$ 57,321 | \$ 58,705 |
| 1    | \$ 52,175 | \$ 56,437 | \$ 56,488 | \$ 60,578 | \$ 62,034 |
| 2    | \$ 54,583 | \$ 59,492 | \$ 59,492 | \$ 63,837 | \$ 65,363 |
| 3    | \$ 56,991 | \$ 62,549 | \$ 62,549 | \$ 67,095 | \$ 68,691 |



|           |  |           |           |           |           |           |
|-----------|--|-----------|-----------|-----------|-----------|-----------|
| <b>4</b>  |  | \$ 59,398 | \$ 65,604 | \$ 65,604 | \$ 70,352 | \$ 72,020 |
| <b>5</b>  |  | \$ 61,806 | \$ 68,658 | \$ 68,658 | \$ 73,610 | \$ 75,349 |
| <b>6</b>  |  | \$ 64,215 | \$ 71,714 | \$ 71,714 | \$ 76,866 | \$ 78,677 |
| <b>7</b>  |  | \$ 66,622 | \$ 74,770 | \$ 74,770 | \$ 80,124 | \$ 82,006 |
| <b>8</b>  |  | \$ 69,029 | \$ 77,826 | \$ 77,826 | \$ 83,382 | \$ 85,335 |
| <b>9</b>  |  | \$ 71,436 | \$ 80,881 | \$ 80,881 | \$ 86,639 | \$ 88,663 |
| <b>10</b> |  | \$ 76,807 | \$ 87,302 | \$ 86,454 | \$ 93,501 | \$ 95,681 |
| <b>11</b> |  | \$ -      | \$ -      | \$ 87,302 | \$ -      | \$ -      |

## 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: **[Not applicable to Non-Certificated Teachers — see Article B.2.8 below]**
  - a. An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

### Local Provisions:

8. Teachers-teaching-on-call requested to teach for a full day shall be paid a full day's salary. An assignment shall be for not less than one half of a day.
8. Non-certificated teachers-teaching-on-call shall be paid for each day worked:

Effective July 1, 2011 – June 30, 2013 \$ 200.35
9. The Board will deduct Teacher Regulation Branch Fees from teachers-teaching-on-call wherever possible.

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

Article B.3 does not apply in School District No. 35 (Langley).

**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

**Article B.7.2 is not applicable in S.D. No. 35 (Langley).**

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

### **Local Provisions:**

#### 3. Personal Professional Materials, Equipment or Teaching Aids

The Employer will repair or replace teachers' personal professional materials, equipment or teaching aids lost through theft, fire or damage while on School Board property, to a maximum of five hundred (500) dollars, provided that:

- a. the materials, equipment or teaching aids are required for teacher reference or classroom instruction.
- b. the materials are approved as required by the principal, and are listed in a personal professional materials inventory list maintained in the principal's office.
- c. the loss or damage is not the result of negligence on the part of the teacher claiming compensation.
- d. a teacher is not eligible for compensation for the loss or damage under another fund or policy of insurance.

### **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 is not applicable in SD. No. 35 (Langley).

**Local Provisions:**

4. Regular monthly salary payments shall be made on the last teaching day of each month. Each teacher on staff as of September 1 shall receive a salary advance of forty-five (45) percent of net monthly salary on or before the fifteenth (15) day of each month. For teachers hired subsequent to September 1<sup>st</sup>, advances will commence the month following the month of hiring.
5. Second Bank Account Option

Upon teacher request, the Board agrees to transfer a portion of a teacher’s monthly net salary per pay period to a second bank account of the teacher’s choice. The amount to be transferred may be a percentage or a dollar amount, as determined by the teacher. A change may be made at any time with notification two weeks prior to the pay date it is to be effective.

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

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

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

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.

**Article B.10.3, B.10.4 and B.10.5 is not applicable in School District No. 35 (Langley).**

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

**Local Provisions:**

6. Teachers who are required to use their vehicles as part of their regular duties, and who travel in excess of sixteen hundred (1600) kilometres per year, shall receive an additional allowance of one hundred fifty three (\$153.00) dollars per year.

**ARTICLE B.11            BENEFITS**

1.     The employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No. 9.
2.     The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.
3.     Teachers Teaching on Call (TTOCs) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 per cent (100%) of the premium costs.
4.     The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

**Local Provisions:**

**[Please refer to Employee Benefits Plan Summary Handbook available in Payroll.]**

5.     The carrier or underwriter and the plan of the benefits in Article B.11.6, B.11.8 and B.11.9 following may be changed only by mutual agreement.

6.     MSP Medical Benefits:

Participation in the Board’s group of Medical Services Plan of B.C. is considered to be a condition of employment unless the teacher provides evidence of other medical coverage. The Board shall pay seventy-five (75) percent of the premiums payable for Medical Services Plan of B.C.

7.     Extended Health Benefits Plan:

Participation in the Provincial Extended Health Benefits Plan is considered to be a condition of employment unless the teacher provides evidence of other coverage for extended health benefits. The Board shall pay eighty (80) percent of the premiums payable for the Provincial Extended Health Benefit Plan.

8.     Group Life:

Participation in the Board’s Group Life Insurance plan is considered to be a condition of employment. The Board shall pay eighty (80) percent of the premiums for all teachers who are employed by the Board.

Any premium contributed by an employee toward the total premium payable under this policy for insurance of life of such employee shall be deemed by the employer to be applied first to the premium for the amount of the teacher’s insurance (if any) in excess of \$25,000 and the balance (if any) of the employee’s premium shall be deemed by the employer to be applied to the first \$25,000 of the teacher’s insurance.

9. Dental:

Participation in the Board's group dental plan is considered a condition of employment for teachers hired subsequent to December 31, 1976 except for teachers who provide evidence of other dental coverage. The plan shall provide the following benefits:

Plan A - one hundred (100) percent payment

Plan B - fifty (50) percent payment. Effective July 1, 2018, major dental coverage is sixty (60 percent) per the provincial minimum.

Plan C (Orthodontics) - fifty (50) percent with a \$2,500 lifetime maximum per insured person. Effective July 1, 2015, orthodontics coverage is seventy-five (75) percent and lifetime maximum \$5,000 per the provincial minimums.

The Board will pay seventy-five (75) percent of the premiums for the teachers participating in the plan. All teachers who become eligible for participation in the dental plan after the date of their hiring must apply for coverage within thirty (30) days of the expiration of their previous coverage.

10. B.C.T.F. Optional Term Life Insurance Plan:

The Board will assist in the provision of this optional plan by making monthly premium deductions from teachers participating in the plan. Premiums are to be fully paid by the teacher.

11. Maintenance:

a. Teachers on leave of absence receiving B.C.T.F. Salary Indemnity Plan payments, shall have their benefits maintained with the Board paying its share of the premiums to a maximum twelve (12) months. The teacher shall pay to the Board the teacher's share of the premiums.

b. Teachers on other leave of absence, and on salary indemnity beyond twelve (12) months shall have their benefits maintained provided the teacher requests such in writing one month prior to date of leave. The teacher shall pay to the Board the full cost of any benefit premiums paid on the teacher's behalf.

12. Death Benefits:

a. In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six months, the Board will pay two months' salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which the deceased was last employed by the Board.

b. In addition to the payment in Article B.11.12.a the Board will also pay one additional month's salary for any teacher who has been in the service of the Board for more than ten (10) years.

c. Benefit Coverage in Case of Teacher's Death:

The Board shall continue the medical, extended health and dental benefits to the dependents of a deceased teacher for a period of three (3) months after the teacher's

death. The premiums for such continuation shall be paid for in full by the Board. The dependents shall be notified in writing of all applicable death benefits provided under this Article.

13. Teachers have access to the services provided by Employee Assistance Plan.
14. At the time of hiring the Board shall provide each teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event that a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrollment form must be so noted by the teacher and kept on file by the Board.
15. The Board shall advise each teacher by letter at the end of September, and all other teachers hired subsequent to that date at the end of the first month of employment, of the benefit plans available to teachers and the premium costs of those plans.
16. The Board shall assist teachers in obtaining entitlement to the coverage provided by various benefit plans.
17. The Board shall advise all teachers and associated professionals that contribution to the Teachers' Pension Plan is a statutory requirement. The Board shall ensure that the appropriate deductions are made and remitted.
18. If approved by the benefit carriers and/or underwriters, the Board shall ensure that benefits begin from the starting date of employment.
19. If approved by the benefit carriers and/or underwriters, benefit coverage shall continue to the end of the next teaching month following a deduction of premiums.
20. The Board shall inform teachers by January 15<sup>th</sup> of the deadlines for claims under Article B.11.7 Extended Health Benefits Plan.
21. The Board shall provide the Union with a copy of all master benefit plans and shall provide annually the union a copy of the financial/actuarial statements for all benefit plans. [Not applicable for the Provincial Extended Health Benefit Plan. See Article B.11.2.]

## **ARTICLE B.12            CATEGORY 5+**

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



- b. Post undergraduate diplomas agreed to by the TQS; or
  - c. Other courses or training recognized by the TQS.
2. Criteria for Category 5+
- a. The eligibility requirements pursuant to Article B.12.1 must not have been used to obtain Category 5.
3. Salary Rate Calculation
- a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and / or during the term of the 2006-2011 Provincial Collective Agreement.
4. Application for Category 5+
- a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
  - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

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

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

**ARTICLE B.20 ALLOWANCES FOR POSITIONS OF SPECIAL RESPONSIBILITY**

- 1. Department Heads shall be paid an allowance, per annum, in addition to placement on scale, as follows:

|                               |             |
|-------------------------------|-------------|
| <b>Effective July 1, 2019</b> | \$ 3,363.99 |
| <b>Effective July 1, 2020</b> | \$ 3,431.27 |
| <b>Effective July 1, 2021</b> | \$ 3,499.90 |

- 2. District teachers shall be paid an allowance, per annum, in addition to placement on scale, as follows:

|                               |             |
|-------------------------------|-------------|
| <b>Effective July 1, 2019</b> | \$ 3,363.99 |
| <b>Effective July 1, 2020</b> | \$ 3,431.27 |
| <b>Effective July 1, 2021</b> | \$ 3,499.90 |

3. Consultants shall be paid an allowance, per annum, in addition to placement on scale, as follows:

|                               |             |
|-------------------------------|-------------|
| <b>Effective July 1, 2019</b> | \$ 6,521.23 |
| <b>Effective July 1, 2020</b> | \$ 6,651.65 |
| <b>Effective July 1, 2021</b> | \$ 6,784.68 |

4. Educational Psychologists and Educational Assessment Specialists shall be paid an allowance, per annum, in addition to placement on scale, as follows:

|                               |             |
|-------------------------------|-------------|
| <b>Effective July 1, 2019</b> | \$ 6,521.23 |
| <b>Effective July 1, 2020</b> | \$ 6,651.65 |
| <b>Effective July 1, 2021</b> | \$ 6,784.68 |

5. Coordinators shall be paid an allowance, per annum, in addition to placement on scale, as follows:

|                               |             |
|-------------------------------|-------------|
| <b>Effective July 1, 2019</b> | \$ 8,537.39 |
| <b>Effective July 1, 2020</b> | \$ 8,708.14 |
| <b>Effective July 1, 2021</b> | \$ 8,882.30 |

6. Team Leaders shall be paid an allowance, per annum, in addition to placement on scale, as follows:

|                               |             |
|-------------------------------|-------------|
| <b>Effective July 1, 2019</b> | \$ 3,363.99 |
| <b>Effective July 1, 2020</b> | \$ 3,431.27 |
| <b>Effective July 1, 2021</b> | \$ 3,499.90 |

**ARTICLE B.21 TEACHER-IN-CHARGE**

1. A Teacher-in-Charge vacancy shall be posted internally within the school.
2. In each school the Board shall fill the Teacher-in-Charge vacancy from among the applicants who responded to the internal posting.
3. In the event that any or all administrative officers assigned to the school are absent from the school, the Teacher-In-Charge may be assigned for periods not exceeding five days at any one time.
4. The Teacher-In-Charge shall not be responsible for the ongoing administrative or managerial duties, and specifically shall not have such responsibilities in relation to other teachers or parents.
5. The Teacher-In-Charge shall ensure that routine supervision necessary for the safety of students and security of the school is maintained and shall handle emergency matters with assistance from district supervisory staff.

6. The teacher shall be covered by the terms and conditions of this Agreement while designated as a teacher-in-charge.
7. A teacher who is designated as a teacher-in-charge shall be provided with any necessary teacher-teaching-on-call coverage as determined by the Administrative Officer and the teacher.

## **ARTICLE B.22 PLACEMENT**

1. The placement of each teacher on the salary schedule shall be in accordance with the teacher's salary category as most recently determined by the provincial Teacher Qualification Service and by the teacher's years of experience. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted no later than November 15 for teachers commencing employment in September, and/or within three (3) months from other commencement date. If delays occur in obtaining documentation, the teacher shall be responsible for so advising the Board in writing within the time limits stated above.

The Joint Experience Committee shall be established and shall be composed of two (2) representatives of the Union and two (2) representatives of the Board.

2. The salary categories are established in accordance with the years of preparation as determined by the provincial Teacher Qualification Service. Where the Teacher Qualification Service will not make a determination the matter may be determined by the Joint Experience Committee.
3. Teaching experience equated in accordance with the years of experience (Article B.22.4) shall be recognized for placement on the salary schedule as follows:
  - a. full credit for teaching experience in all government inspected schools in Canada;
  - b. full credit for all other government tax-supported and inspected schools provided that the teacher's qualifications during those years of teaching were equivalent to those required to obtain a B.C. or Canadian certificate;
  - c. full credit for all teaching experience while on a faculty (full-time) of a recognized university, community college or technical institute, provided such person held a valid Canadian teaching certificate or equivalent, as recognized by TQS, at time of said experience.
  - d. upon approval of the Joint Experience Committee full credit for all teaching experience in a B.C. private school based on the following criteria:
    - i. the teacher in question held a valid B.C. Certificate while teaching in a private school;
    - ii. the courses taught in the private school followed the B.C. Ministry of Education curriculum;
    - iii. textbooks used in the private school were prescribed or authorized by the Ministry of Education;
    - iv. students transferring from the private school in question to a B.C. public school would be allowed full course credit.

- e. teaching service or educational administrative service as a member of the staff of a Provincial Department of Education in Canada qualifies as teaching experience;
  - f. notwithstanding Article B.22.4.a, service for eight (8) months as a full-time staff member of a Faculty of Education recognized by the Teacher Regulation Branch for certification purposes, while on secondment from a school District, shall carry a full year experience credit if that teacher is not otherwise receiving experience credit by teaching beyond the eight (8) months.
  - g. Service, while on leave from employment with the Board, as president of the Union, the BCTF, the Teacher Regulation Branch or the CTF, shall earn credit as teaching experience for the purposes of pay increments on the salary scale in this agreement.
4. Teaching experience shall be defined as:
- a. the accumulation of ten (10) months of full-time equivalent employment constitutes one year's experience. Part-time employment will be pro-rated to full-time employment based upon percentage of appointment.
  - b. periods of not less than one (1) month of full-time equivalent employment will be counted as eligible experience. When these periods combined with months of experience earned in the current appointment total ten (10) months, it shall constitute one (1) year's experience.
  - c. periods of part-time employment and teacher-teaching-on-call employment within the District shall be added to periods of full-time employment.
  - d. for the purposes of this article eighteen (18) days teacher-teaching-on-call experience in the District shall constitute one (1) month of full-time equivalent employment.
- Note: Effective September 17, 2014, teacher-teaching-on-call experience credit and increments will accrue in accordance with Article C.4 Teacher Teaching on Call Employment.
5. The increment date shall be the first day of the teaching month subsequent to the month in which the increment was earned.
6. In the case of category five (5) plus fifteen (15) units, the Board will approve placement in the higher category as specified in Article B.23: Category Five (5) Plus Fifteen (15) Units. **[Effective September 1, 2007, this clause is replaced by Article B.12]**
7. Increases in salary resulting from increased qualifications will be granted when the teacher submits to the Board the TQS card showing the higher category.

Such increases will be paid:

- a. from September 1st of the school year if the TQS card is received by the Board by December 15th.
- b. from January 1st of the school year if the TQS card is received by the Board by April 15th.

- c. from April 1st of the school year if the TQS card is received by the Board by August 31st.

The teacher shall be responsible for advising the Board in writing, within the prescribed time limits, if delays occur in obtaining their TQS card.

- 8. Industrial Education teachers and teachers of career preparation programs who are required by the Ministry to possess Journeyman's standing or equivalent occupational competency and related occupational experience employed by the Board shall be placed on category 4 of the salary scale or such higher category as determined by TQS. Where the Teacher Qualification Service will not make a determination the matter may be determined by the Joint Experience Committee.

- a. Those teachers paid according to category 4 but not having professional certification shall:

- i. be teaching a minimum of fifty (50) percent in the area of their specialty.
- ii. have completed the Industrial Education Sponsored Program at U.B.C. or a recognized equivalent program at another post secondary institute.
- iii. upon approval of the Joint Experience Committee be granted related experience increments up to a maximum of five (5) increments on the basis of one year's experience increment for each two (2) years of journeyman's experience subsequent to completion of apprenticeship.
- iv. annually provide proof of successful completion of at least three (3) U.B.C. units of credit or their equivalent to qualify for an annual experience increment and to remain on the above scale. In any event, a teacher receiving salary payments under this article must complete the requirements for professional certification within a maximum of five (5) years after employment.
- v. be granted a maximum of five (5) annual experience increments without full completion of professional certification (category four (4) - TQS).

- b. Those teachers paid according to the salary category as determined by TQS shall:

- i. be teaching a minimum of fifty (50) percent in the area of their specialty.
- ii. upon approval of the Joint Experience Committee be granted related experience increments up to a maximum of five (5) increments on the basis of one year's experience increment for each two (2) years of journeyman's experience subsequent to completion of apprenticeship.

- c. In those areas where the Ministry of Labour does not have a recognized apprenticeship program, then related experience increments in Article B.22.8.a.iii and B.22.8.b.ii above will be calculated based upon one experience increment for each two (2) years of related experience subsequent to completion of equivalent occupational competency upon approval of the Joint Experience Committee.

9. Teachers of Cafeteria career preparation programs who possess a standard certificate and Journeyman’s standing shall be paid on Category 4.
  - a. Those teachers paid according to category 4 but not having professional certification shall:
    - i. be teaching a minimum of fifty (50) percent in the area of their specialty.
    - ii. upon approval of the Joint Experience Committee be granted related experience increments up to a maximum of five (5) increments on the basis of one year’s experience increment for each two (2) years of journeyman’s experience subsequent to completion of apprenticeship.
10. Teachers of career preparation programs who are required by the Ministry to possess Journeyman’s standing or equivalent occupational competency and related occupational experience shall be granted related experience increments on the same basis as provided in Article B.22.8.c above upon the approval of the Joint Experience Committee.
11. Placement of Associated Professionals on the Salary Scale in Article B.1.5 Salary Scale shall be
  - a. at the category which is most nearly equivalent to the category of teachers based on years of university level training in the discipline;
  - b. at the experience level as determined by the Joint Experience Committee.
12. Disputes regarding Associated Professionals’ placement on the Salary Scale shall be resolved by the Joint Experience Committee.

**ARTICLE B.23 SALARY PLACEMENT LETTER OF PERMISSION**

1. Persons holding Letters of Permission 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.
2. Placement on scale shall be made by the Joint Experience Committee.

**ARTICLE B.24 REDUCTION IN SALARY**

1. No teacher on staff shall incur a reduction in salary by the adoption of this agreement.

**ARTICLE B.25 DAILY DEDUCTION RATE**

1. The rate of deduction for one (1) day without pay shall be defined at 1/200th of the current annual salary of the teacher.

The salary of a teacher taking a leave of absence in excess of ten consecutive (10) days will be calculated in accordance with Article B.26 Adjustment for Partial Month Worked.

**ARTICLE B.26           ADJUSTMENT FOR PARTIAL MONTH WORKED**

1. Teachers who commence teaching or return to teaching after the first day of a school month or whose employment terminates or leave begins prior to the last day of a school month will receive, for that school month in which this occurs, payment of salary calculated as follows:

$$\frac{\text{School days employed in that school month}}{\text{Prescribed school days in that month}} \times 1/10 \text{ Annual salary during that school year}$$

**ARTICLE B.27           ADJUSTMENT FOR CHANGE IN PERCENTAGE OF ASSIGNMENT**

1. Teachers whose percentage of assignment changes during the school year will receive payment of salary for the period of each assignment calculated as follows:

$$\frac{\text{Prescribed school days under each assignment}}{\text{Prescribed school days in that school year}} \times \text{Annual salary during that school year}$$

Payment incorporating this calculation for days worked to the date of assignment change, less salary paid to date will be made in the month of assignment change.

**ARTICLE B.28           SUMMER SCHOOL**

1. Teachers of summer school shall be paid at the rate of 1/1000th of Category 6/ TQS 5+, Step 0, for each instructional hour.

**ARTICLE B.29           PART-TIME TEACHERS BENEFITS**

1. A regular part-time teacher is defined as a teacher who has a letter of appointment to this District to teach less than one hundred (100) percent of full-time.
2. A regular part-time teacher is to be paid on a pro-rata basis equal to the percent of the time appointed.
3. Regular part-time teachers, who have a letter of appointment to forty (40) percent or more of full-time, shall be eligible to receive benefits under Article B.11 Benefits of this agreement on the same basis as full-time employees.

Participation for regular part-time teachers, whose appointment is less than forty (40) percent of full-time, shall be optional. The Board's portion of benefit premiums shall be pro-rated to percentage of appointment.

4. Regular part-time teachers who have taught in this District for a period equivalent to ten (10) months shall be eligible for a salary increment on the next increment date following the completion of the ten (10) month period.

5. Sick leave shall be pro-rated to the percent of the time appointed.
6. Where a statutory holiday falls on a part-time teacher's normally scheduled day off, during a week in which school is in session, and the part-time teacher is not required to work on that day, the teacher shall have the option of receiving
  - a. payment in lieu thereof calculated at the part-time teacher's overall fraction of appointment multiplied by 1/200 of the annual salary for that teacher's scale placement, or
  - b. with mutual agreement between the teacher and the teacher's supervisor, time off equivalent to the part-time teacher's overall fraction of appointment multiplied by a regular teacher's average daily instructional assignment.
7. 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.
8. Where a parent-teacher conference day falls on a part-time teacher's normally scheduled day off and the part-time teacher is requested and agrees to attend for conferencing purposes, the teacher shall receive:
  - a. pay calculated on scale for the half day or full day worked, or
  - b. time off equivalent.



## SECTION C      EMPLOYMENT RIGHTS

### ARTICLE C.1 RESIGNATION

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

### ARTICLE C.2 SENIORITY

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

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

**Local Provisions:**

7. Principle of Security

- a. The Employer and the Local agree that increased length of service in the employment of the Employer entitles all employees covered by this agreement to commensurate increase in security of employment provided the employee possesses the necessary qualifications for positions which are available.
- b. This Article applies only to employees on a continuing appointment.

8. Definition of Seniority

- a. In this article, "seniority" means an employee's aggregate length of service in the employment of the Employer, inclusive of service under term contract and part-time teaching. For the purpose of calculating seniority part-time teaching shall be credited fully as if it were full time service.

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

- i. Teacher-teaching-on-call seniority accumulated pursuant to Article C.2.3; and
  - ii. Seniority ported in accordance with Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.
- b. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.a, the employee having the greatest continuous present service with the Employer shall be deemed to have the greatest seniority.
  - c. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.b, the employee with the greatest number of days of teacher-teaching-on-call service with the Employer prior to appointment shall be deemed to have the greatest seniority.
  - d. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.c, the employee having the greatest aggregate length of service with another school authority recognized for salary experience purposes shall be deemed to have the greatest seniority.

- e. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.d, the employee with earliest application for employment with the Employer shall be deemed to have the greatest seniority.
  - f. For the purpose of this article, the only leave of absence that does not count toward aggregate length of service with the Employer is personal leave in excess of thirty (30) days.
  - g. For the purpose of this article, continuity of service shall be deemed not to have been broken by resignation for the purposes of maternity followed by re-engagement within a period of thirty (30) months, or by layoff and recall pursuant to this article.
9. Seniority List
- a. The Board shall by October 15th of each year forward to each place of work and to the Union a list of all employees employed by the Board, in order of seniority calculated according to this article, setting out the length of seniority as of September 1st of that year.
  - b. An employee disagreeing with the seniority date as shown on this list may request a review of own employment records.

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

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

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

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

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

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

#### **ARTICLE C.20 APPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT**

- 1. All teachers appointed by the Board to the teaching staff of this District shall be appointed on a continuing contract except for:

- a. term contract teachers
  - b. teachers-teaching-on-call
2. For the purpose of this agreement the Board shall appoint teachers to term contracts only when they are filling a specific position of one (1) month or more not to exceed one (1) year, where the position is temporarily existing or is vacant due to a teacher being on leave of absence.

## **ARTICLE C.21           TRANSFER AND SURPLUS**

### **1.       Transfers and Surpluses Initiated by the Board**

- a.       The superintendent, or designate, intending to recommend transfer of a teacher for reasons other than declining enrollment shall meet with the teacher at least seven (7) days prior to the recommendation being placed before the Board. The nature of the transfer, and the reasons for it shall be communicated to the teacher and the Union. At such meeting the teacher may be accompanied by a member of the Union. The teacher shall have the opportunity to consider the matter and shall have five (5) days to reply.
- b.       Transfers shall not be initiated by the Board for arbitrary or disciplinary reasons. Transfers may occur pursuant to Article E.2.4.d (Harassment/Sexual Harassment).
- c.       Where the Board initiates a transfer or surplus after the start of the school year, and where the assignment is different from the current assignment, the Board will assist the teacher in the relocation of materials if required and may provide some preparation time prior to the assumption of their teaching duties.
- d.       The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area, only if:
  - i.       there remain no vacancies in the teacher's existing grade level or subject area for which the teacher has the necessary qualifications;
  - ii.      the teacher has the least district-wide seniority among teachers in the teacher's existing grade level or subject area;
  - iii.     the Board provides adequate support and in-service release time to ensure professional retraining commensurate with the degree of change of assignment;
  - iv.     the teacher is offered priority in future vacancies in the teacher's existing grade level or subject area.
- e.       Where the Board initiates a surplus from the staff of a school for bona fide educational, budgetary, declining enrollment, reconfiguration or other such reasons:
  - i.       unless a more senior teacher agrees to be surplus, the surplus shall be effected in reverse order of district seniority of teachers in that school, provided that the teachers retained on the staff of the school possess the necessary qualifications for the positions available;

- ii. if not, the principal will match the educational needs of the school with the necessary qualifications of school staff members. This process may require teachers to teach courses or grade levels they are qualified to teach but which might not have been their preference;
  - iii. teachers declared surplus to the school will be designated for surplus in reverse order of seniority;
  - iv. by April 30 schools shall normally have identified surplus staff and vacancies;
  - v. subject to Article E.22 Filling Vacant Positions, teachers declared surplus shall be placed on a surplus list.
  - vi. surplused teachers shall apply for all positions for which they are qualified in accordance with E.22 Filling Vacant Positions;
  - vii. surplused teachers shall be notified of their successful application;
  - viii. a teacher who is surplused pursuant to this Article shall have, where practicable, the option of posting into and returning to their original school. The work must have returned within 5 days after the commencement of the school year because the projected reasons for surplus did not materialize;
- f. Except in extraordinary circumstances, any teacher who has been surplused shall not be subject to a further surplus for two school years.
  - g. Transfers or surpluses initiated by the Board shall be completed no later than June 30 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by that date.

2. Transfers Initiated by a Teacher

- a. Teachers who hold comparable positions may mutually request to exchange their positions provided the exchange does not constitute an increase or decrease in appointment. Such requests shall not be unreasonably denied.
- b. Written requests to exchange positions shall be submitted to the Board by April 30 preceding the school year in which the exchange will take effect.
- c. The exchange of positions will commence September 1 and will be in effect until the end of the school year.

**ARTICLE C.22 LAYOFF, DISPLACEMENT AND SEVERANCE**

1. Definition of Qualifications

- a. “Necessary qualifications” in respect to a teaching position means possession of a valid teaching certificate for the province of British Columbia, and a reasonable expectation, considering the teacher’s university education, equivalent training, classroom experience, that the teacher will be able to perform the duties of the position from the commencement date of the assignment and where the superintendent deems appropriate, a written

commitment by the teacher to undertake a program related to the position to achieve a more fully qualified status relative to the new assignment within two (2) years of accepting the position. The Board shall determine necessary qualifications. A teacher disagreeing with the Board's determination may appeal according to Article A.6 Grievance Procedure commencing at Step 3.

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

- a. When, for bona fide educational, budgetary, enrollment and reconfiguration reasons, the Board determines that it is necessary to reduce the level of educational programs or to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b. The Board and the Union agree that the Board has the powers to implement the provisions of Article C.22.2.a and agree that any reasonable surplus in good faith for such purpose shall not be subject to any other provision of this article otherwise dealing with surplus.
- c. Nothing in Article C.22.2.a or C.22.2.b shall be taken to require the Board to surplus a teacher with greater seniority for the purpose of retaining on staff a teacher with less seniority than that teacher.
- d. The Board shall give each teacher whom it intends to layoff pursuant to this article, thirty (30) calendar days' notice in writing where the layoff is to be effective at June 30th, or forty-five (45) calendar days' notice where the layoff is to be effective during the school year. Such notice shall 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 Union.

## 3. Layoff and Displacement

- a. Teachers who have been surplus by May 31, pursuant to Article C.21 Transfers and Surplus C.21.1.c, d, e, f and g, and who are unable to obtain work through the posting and filling process under E.22 Filling Vacant Positions, may be laid off and provided with a layoff letter and a list of all positions held by teachers with less seniority.
  - i. The Board will identify teachers with the lowest seniority to be displaced by the laid off teacher.
  - ii. A teacher served layoff notice pursuant to this article, who believes they possess the necessary qualifications to perform the duties of a position occupied by a teacher with less seniority, shall make written application outlining their qualifications for the position, to the Human Resources office within five (5) working days of receipt of the layoff notice. If the teacher's application is successful, they shall be placed in the requested position.
  - iii. A laid off teacher, who is not able to secure a position under the layoff and displacement process, has the option to be placed on the TTOC list.

- b. A teacher who is offered a position pursuant to Article C.22.3.a.ii shall inform the Board whether or not the offer is accepted within seventy-two (72) hours of the receipt of such offer exclusive of weekends and statutory holidays.
- c. The Board shall allow ten (10) working days from acceptance of an offer under Article C.22.3.b for the teacher to commence teaching duties provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall not exceed thirty (30) calendar days. One (1) extension of up to thirty (30) days may be granted.
- d. A teacher loses their employment rights in the following circumstances:
  - i. the laid off teacher elects to receive severance pay under Article C.22.7 of this agreement;
  - ii. the laid off teacher refuses to accept two (2) continuing positions of equal or greater percentage of time for which the teacher possesses the necessary qualifications; or
  - iii. three (3) years have elapsed from the date of layoff under this article and the laid off teacher has not been able to secure a position.

Article C.22.3.d.ii. does not apply if at the time of such offer the teacher would have been entitled to maternity leave or is attending university and not more than three (3) years have elapsed since the date of lay-off.
- e. A laid off teacher shall be considered a continuing contract teacher for purposes of applying for positions within the district.
- f. A laid off teacher is responsible for keeping the Board informed of changes of name, and all contact information.
- g. If the position accepted is a term appointment, any service accumulated during the term appointment shall be credited to the laid off teacher's seniority.

4. Sick Leave

A laid off teacher who obtains a position pursuant to this Article shall be entitled to all sick leave credit accumulated.

5. Layoff List

The Board shall maintain a layoff list. Current copies of that list will be sent to the Union by September 30 and by June 15.

6. Benefits

- a. A teacher who is laid off pursuant to Article C.22.3 Layoff and Displacement shall be entitled, if eligible, to maintain participation in all employee benefits enrolled in prior to the layoff, by payment of the full cost of such benefits to the Board.

- b. Within ten (10) days of commencement of layoff, teachers shall advise the Board whether they wish to waive or maintain participation in their benefits.

7. Severance Pay

- a. A teacher on continuing appointment who has one (1) or more years of continuous service with the District and who is laid off under this article, may elect to receive severance pay at any time prior to the loss of their employment rights pursuant to Article C.22.3.d if the laid off teacher has declined:
  - i. to displace a teacher with less seniority; and/or
  - ii. to be placed on the Teacher-Teaching-on-Call list.
- b. A teacher whose contract is terminated, or who is dismissed for just and reasonable cause in accordance with the provisions of this Collective Agreement is not eligible for severance pay.
- c. Severance pay shall be calculated at the rate of five (5) percent of one (1) year's salary for each year of service, or portion thereof, to a maximum of one (1) year's salary. Salary and service on which severance pay is calculated shall be based on the teacher's salary and the years of service at the time of the teacher's layoff.
- d. A teacher who receives severance pay pursuant to this paragraph and who, notwithstanding Article C.22.3.d, is subsequently rehired by the Board, shall retain any payment received under the terms of this article. In the event the teacher is subsequently laid off and elects severance, as per Article C.22.7.c, the calculation of years of service shall commence from the date of rehiring.

8. Retraining

A laid off teacher shall be entitled to make application for grants from the Board, for the purpose of retraining for available positions, and such application shall receive preferential consideration.

9. Application to Associated Professionals

The above provisions shall apply, with any necessary modifications, to any employees covered by this agreement who are not teachers as defined in the School Act.

**ARTICLE C.23      TERM CONTRACTS**

- 1. The Board shall appoint teachers to term contracts only when they are filling a specific position of one (1) month or more not to exceed one (1) year, where the position is temporarily existing or is vacant due to a teacher being on leave of absence.
- 2. The Board agrees to notify the Union of any positions temporarily existing which the Board will be filling. Notification shall be given to the Union prior to the filling of the position. The Superintendent or their designate shall, upon request, meet with the Union to discuss the nature and circumstances of the temporarily existing position.



3. a. Term contract teachers shall be granted full-time continuing contracts of employment not later than upon the completion of fifteen (15) months aggregate service in the employment of the Board.
- b. Such service must have been completed within a period of four (4) years.
- c. Should no vacancies be available at the time of granting the continuing contracts, the teachers shall be treated as continuing contract teachers in that they shall have their seniority calculated, continue to accrue, and have their full seniority considered in all applications for positions within the District, to assist them in securing a continuing contract.

#### **ARTICLE C.24 PART-TIME ASSIGNMENT**

1. A teacher with a continuing full-time appointment to the teaching staff of the District may, without prejudice to their right to return to full-time status, request a continuing part-time assignment, specifying the fraction of time desired. The request shall be for a minimum of a full school year, and must be submitted by March 31<sup>st</sup> preceding the effective school year of the part-time leave of absence.
2. The Board shall not unreasonably refuse such a request.
3. If the request is granted, the teacher, at the expiration of the period of time for which the reduced assignment has been approved, shall return to the same or similar continuing full-time position in the same school unless transferred pursuant to Article E.22 Filling Vacant Positions.
4. The teacher may request return to a full-time assignment at a date earlier than the expiration of the reduced assignment, with placement to be made when and where possible as determined by the Board pursuant to Article E.22 Filling Vacant Positions.
5. Teachers on part-time assignment who wish to apply for an additional available part-time position, shall be considered provided there is no conflict between the teacher's current position and the additional position applied for. Part-time teachers wishing to be considered for part time positions becoming available during the school year shall advise the Board of their interest in writing.
6. Pursuant to this article 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.

#### **ARTICLE C.25 JOB SHARING**

1. Two employees may decide to share a position. The job sharing assignment request shall not unreasonably be denied.
2. The job-sharing request shall be submitted by April 30 preceding the effective school year of the job-sharing assignment.
3. Salary shall be pro-rated according to the percentage of time worked by each employee.

4. The Board shall pay the benefit contributions provided in the Collective Agreement pursuant to Article B.30 Part-Time Teachers Benefits.
5. When one of the employees agrees to work due to the temporary absence or illness of the other employee, that employee shall receive payment at full scale placement for percentage of time worked.
6. Each employee is considered for all other purposes to be on leave of absence with respect to the time not worked, pursuant to Article C.23 Part-Time Assignment.
7. The job-sharing assignment will commence the first day of school and run for a complete school year. Annually the employees may request the job sharing assignment be renewed and such request shall not unreasonably be denied.
8. Job-sharing employees may transfer as a job-sharing unit to another school pursuant to Article E.22 Filling Vacant Positions and Article E.23 Transfer and Assignments.
9. Termination of Job Sharing

Employees wishing to terminate job sharing shall do so only at the end of the school year. If one employee is unable to continue to the end of the school year then the other may:

- a. volunteer to take over the full position, or
- b. choose a new partner. The request for the named new partner shall not unreasonably be denied.

Failing the employee exercising rights under (a) or (b) the Board may fill the position pursuant to Article E.21 Posting Vacant Positions and Article E.22 Filling Vacant Positions

10. Upon completion of a job-sharing assignment, unless it is renewed pursuant to Article C.24.7 above, the employee shall be entitled to return to the percentage assignment time held prior to the shared assignment, pursuant to Article E.22 Filling Vacant Positions.

## **ARTICLE C.26           TEACHERS TEACHING ON CALL**

1. Teachers-Teaching-on-call List
  - a. The Board shall maintain a list of teachers-teaching-on-call. The Board shall forward a copy of such list with phone numbers (except unlisted) and addresses to the Union in the month of September and in the month of January in each school year. Changes to the list shall be provided monthly. The September list shall be in order of accumulated days of teaching-on-call in School District 35 (Langley).
  - b. The Board shall not remove a teacher-teaching-on-call from the list except for just and reasonable cause bearing in mind the nature of teacher-teaching-on-call work. When a teacher-teaching-on-call is removed from the list, written reasons shall be given to the teacher-teaching-on-call with a copy to the Union.

2. Teachers-Teaching-on-Call Hiring

- a. In appointing teachers-teaching-on-call the Board shall, pursuant to Section 19 of the School Act, select a person on the list qualified for the assignment who possesses a valid B.C. teaching certificate, in preference to a person not possessing such a certificate.
- b. The Board may assign persons not on the list to a teacher-teaching-on-call assignment only in the event that no available person on the list possesses the necessary qualifications for the assignment.
- c. A teacher may, for educational reasons, request a specific teacher on the list to act as a teacher-teaching-on-call.
- d. Subject to [c] above, and subject to operational requirements, the Board shall make every reasonable attempt to provide equal employment opportunity to the persons on the teacher-teaching-on-call list by offering employment to the first person on the list with the necessary qualifications and continuing in that order until everyone on the list has been contacted before repeating the cycle
- e. When a teacher-teaching-on-call completes twenty (20) days continuous teaching on the same assignment, a term contract shall be granted retroactively to the commencement of the assignment.
- f. The teacher-teaching-on-call initially assigned to a class where the teacher is absent for an indefinite time shall normally be permitted to continue the assignment until the absent teacher returns unless special skills are necessary to maintain an ongoing program or the teacher-teaching-on-call does not have the required training and experience for the ongoing assignment.

3. Except in an emergency, the teacher-teaching-on-call shall be required to assume only the duties of the teacher the teacher-teaching-on-call is replacing.

The teacher-teaching-on-call may be required to perform the duties of more than one teacher provided that they are informed of such duties at time of call out.

4. Continuous Assignment

- a. After twenty (20) days of continuous employment a teacher-teaching-on-call may use sick leave at the rate of one and one half (1.5) days for each twenty (20) days of teacher-teaching-on-call service on the same assignment, cumulative on the same assignment. During the first twenty (20) days of continuous service, absence of up to two (2) days due to illness will not constitute a break in service.
- b. A teacher-teaching-on-call's continuous service shall not be considered broken by:
  - i. a non-instructional day
  - ii. a strike or lockout
  - iii. a one (1) day's absence of the teacher-teaching-on-call due to illness or accident.

- c. In the event that a teacher-teaching-on-call's assignment of five (5) days or more in length is interrupted by the return of the teacher who subsequently is absent within one (1) working day, the teacher-teaching-on-call shall be reassigned, unless the teacher-teaching-on-call agrees otherwise, and the assignment shall proceed as if it had not been broken for salary or contract provisions which depend upon the length of the assignment.
5. On the sixth (6th) and subsequent days teaching for the same teacher, a teacher-teaching-on-call will be entitled to attend any non instructional days occurring during that assignment, with pay.

The following articles do not apply to teachers-teaching-on-call: B.11 Benefits; C.2 Seniority; C.20 Layoff, Recall and Severance; C.26 Dismissal Based on Performance; and any leaves of absence provided for in this agreement.

**[See Article B.2 Teacher Teaching on Call Pay and Benefits and Article B.11 Benefits.]**

**ARTICLE C.27           DISMISSAL BASED ON PERFORMANCE**

- 1. The Board shall not dismiss a teacher for unsatisfactory performance except where the Board has received three consecutive reports pursuant to Article C.28 Evaluation of this agreement indicating that the work of the teacher and/or the learning situation in the class or classes of the teacher is less than satisfactory.
- 2. The reports referred to in Article C.26.1 shall be prepared pursuant to the School Act and Regulation and in accordance with the process established in Article C.28 Evaluation of this agreement, and in accordance with the following conditions:
  - a. The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months exclusive of leave of absence in excess of one (1) month. The evaluation process shall not resume within twenty (20) working days of the return from such leave of absence, all of which is excluded from the twenty-four (24) months. In the event that a teacher receives a less than satisfactory report, the teacher may;
    - i. request a transfer in which case the Board shall make all reasonable efforts to arrange the transfer of the teacher to a suitable assignment or school; or
    - ii. request and be granted leave of absence without pay of up to one year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than three (3) months or more than six (6) months after the teacher has returned to teaching duties. The period of leave and the three (3) month delay shall not count for purposes of the twenty-four (24) months.
  - b. At least one of the reports shall be a report of a superintendent of schools, an assistant superintendent of schools, or a director of instruction.
  - c. The other two reports shall include only reports of:
    - i. a superintendent of schools, or an assistant superintendent of schools, or director of instruction, or

- ii. the supervising principal of the teacher.
  - d. The reports shall be written by three different evaluators.
  - e. The reports shall be written independently.
  - f. The teacher shall have the right to request a different evaluator.
3. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall, no later than two (2) calendar months prior to the intended termination date, notify the teacher and the president of the Union of such intention and provide an opportunity for the teacher and the teacher's representative to meet with the superintendent and the Board within fourteen (14) days of such notice.
4. Where the Board decides to dismiss a teacher for unsatisfactory performance, it shall, no later than one month prior to the termination date, issue notice of dismissal setting out the grounds for such action.

#### **ARTICLE C.28 DISCIPLINE AND DISMISSAL FOR MISCONDUCT**

1. The Board shall not discipline or dismiss any person bound by this agreement save and except for just and reasonable cause.
2. Where the Board intends to initiate an investigation for any cause, the employee and the Union shall be advised in writing of that fact and of the particulars of any allegation(s) immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event before any action is taken by the Board, and the employee shall be advised of their right to representation under Article A.26 Right to Representation
3. The Board shall not suspend (other than a suspension to which Section 15(5) applies) or dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which
- a. the employee and the Union shall be given seventy-two (72) hours notice;
  - b. at the time such notice is given, the employee and the Union shall be given a complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting; should the Board receive new information that would substantially affect the outcome of the meeting referred to in Article C.27.3, the Board shall provide the Union the documents pertaining to such information twenty-four (24) hours before the meeting;
  - c. the Union on behalf of the teacher may file a written reply to the allegations prior to the meeting;
  - d. at such meeting the teacher shall be accompanied by up to four (4) representatives appointed by the Union, and they shall be entitled to hear all the evidence presented to the Board, to call witnesses, to ask questions, and to make submissions to the Board;
  - e. the decision of the Board shall be communicated in writing to the teacher and the Union and shall contain a complete statement of the grounds for the decision.

4. Where an employee is suspended under section 15(5) of the School Act, the Board shall, prior to taking further action under section 15(7), hold a meeting pursuant to Article C.27.3, unless the right to such meeting is waived by the Union.
5. 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 Union or by joint release agreed upon by the Board and the Union or in response to public statements made by the Union.
6. Notwithstanding Article A.6 Grievance Procedure, where an employee has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal or suspension directly to arbitration provided for in that Article.
7. At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file.

**[See Local Letter of Understanding No. 2 Re: Discipline and Dismissal for Misconduct]**

## **ARTICLE C.29          EVALUATION**

1. All reports on the work of a teacher shall be in writing.
2. At least ten (10) teaching days prior to commencing the observations the evaluator shall meet with the teacher and seek agreement on the purpose of the evaluation, the time span and scheduling of observations and the criteria to be applied. The criteria shall be consistent with those set out in Local Appendix A of this agreement. The evaluator shall also advise the teacher about the right to representation under Article A.26 Right to Representation.
3. Application of the criteria shall take into consideration aspects of the learning situation over which the teacher does not have responsibility or control.
4. Each report shall be based on a reasonable number of observations which reflect the teacher's assignment, a minimum of three and a maximum of six unless the teacher and the evaluator agree otherwise.
5. Involvement or non-involvement in extra-curricular activities shall not be included in the report.
6. Observations for the purposes of evaluation may be made any time except during abnormal or inappropriate times. The teacher shall have the opportunity to select up to half the observation times. No such observations shall be made in the first fifteen (15) teaching days of an assignment or in the first fifteen (15) teaching days after a change in assignment.
7. Within three teaching days following each observation, the evaluator shall meet with the teacher to discuss the evaluator's observations. Such observations shall be provided to the teacher in writing within three teaching days of the observation.
8. Reports shall be prepared only by evaluators authorized under the School Act and School Regulation and shall be prepared independently and without collaboration on content or results.

9. Reports shall reflect any discrepancy between the teacher's assignment and the teacher's professional training and experience. Wherever possible the report shall be on the teacher's assignment in the teacher's prime area(s) of expertise.
10. The content of a report shall be an objective description of teaching performance. Judgments shall be substantiated.
11. Except by mutual agreement of the teacher and the evaluator, evaluation reports must be completed in the work year in which they are initiated.
12. The teacher shall be given a draft copy of a report at least seven (7) days prior to the preparation of the final copy. The teacher shall have the opportunity of meeting with the evaluator to propose changes to the draft. The evaluator shall endeavor to complete the final report within thirty (30) days of any meeting under this clause.
13. In the event of a less than satisfactory report:
  - a. the teacher shall be notified of the right to representation under Article A.26 Right to Representation, and
  - b. a plan of assistance jointly developed by the teacher and the evaluator shall be made available to the teacher, **[See Local Letter of Understanding No. 4 Re: Plans of Assistance.]**
  - c. the commencement of further observations shall take into consideration any plan of assistance and time frames under this agreement.
14. The final report shall be filed in the teacher's personnel file at the School District Office. A copy shall be given to the teacher at the time of filing. One additional copy may be retained by the author for a reasonable period of time.
15. Any dispute with respect to the application of procedures contained in this article shall be subject to the grievance procedure, Article A.6 Grievance Procedure.
16. The teacher shall have the right to submit to the evaluator, within thirty (30) teaching days of receipt of the final report, a written commentary on the report which shall be filed with all copies of the report.

## 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           |

Local language:

- The employer shall maintain class sizes according to the following guidelines:

|                                      |             |
|--------------------------------------|-------------|
| Kindergarten grade 1 split           | 15 students |
| Intermediate                         | 30 students |
| Intermediate split classes (4,5,6,7) | 28 students |
| Special (Resource Room, ESL)         | 15 students |
| Secondary                            | 30 students |
| Science & Home Economics             | 26 students |
| Industrial Education                 | 23 students |
| Special (EMH/TMH)                    | 10 students |
| Multi grade split                    | 23 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). ]*

- The placement of students on an ESL teacher’s list shall not exceed thirty (30) students.

For the purpose of Article D.1.2, the following shall apply:

- A beginning ESL student shall count as 2.0 students
- An intermediate ESL student shall count as 1.0 students
- An advanced ESL student shall count as .5 students

- No teacher will be required to exceed the above class size guidelines by more than three (3) pupils in Grades 4-12. The Employer may only use the flexibility factor after September 30 of each school year.

- Notwithstanding the above, the class size guidelines for Band, Choir, P.E. or other specialized classes, may be exceed where the teacher has so requested.



4. Notwithstanding Article D.1.3, the number of students in a laboratory or shop shall not exceed the number of which can be accommodated safely, and in any event I.E. Shop classes shall not exceed twenty-four (24) students.
5. In addition to the class size limitations contained in Article D.1.1 to D.1.4, the District class size averages shall not exceed 25 pupils for elementary schools and 26 in secondary schools. The District average class sizes shall be calculated according to the Ministry of Education guidelines established for the calculation of average class sizes.
6. In emergency situations a principal may assign a student to a classroom on an interim basis for a maximum of two (2) weeks where; in the opinion of the principal, no other immediate practical alternative exists. Wherever possible, teachers shall be given one (1) days' notice of any emergency placement.
7. Maximum limits shall be in force by October 1 each year.
8. Special classes shall not exceed the above guidelines.
9. The placement of students on a resource teacher's list shall not exceed fifteen (15) students. Should the Board create a combination resource teacher/other teaching assignment and the teacher is not satisfied, the teacher may follow the resolution procedures pursuant to Article A.6 Grievance Procedure.

Prior to the matter being referred to grievance the parties shall meet forthwith to attempt to agree on the appropriateness of the assignment.

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

No provincial language.

Local language:

[Note: see also local LOU No. 3 *RE: Settlement of Article D.2: Mainstreaming and Integration*]

1. Identification
  - a. At the request of the Administrative Officer, teacher or parent/guardian, a student shall be referred to the school based team.
  - b. The school based team shall determine:
    - i. Whether in school assessment is required and sufficient
    - ii. Whether referral to Support Services is required
    - iii. Whether placement and resources are appropriate
2. Mainstreaming and Integration
 

The consideration of integrating a special needs student shall involve consultation between District Staff, Parents/Guardians, Teachers, and Administrative officers who may be affected by

such integration, prior to integrating the student into the class or classes. The placement of a special needs student shall be determined by the student's educational needs.

3. Resources

- a. The extent of human resources necessary to meet the needs of the child to be integrated shall be assessed by the District Screening Committee.
- b. It shall be the responsibility of the School District to ensure the necessary resources are available whenever possible, prior to placement.

4. Class Size and Composition

- a. Class size and class composition shall be given major consideration, in consultation with teachers affected, when a classroom placement is to be determined for a student with special needs.
- b. A teacher of any regular classroom shall not be required to enroll more than three (3) special needs students. Up to one (1) special needs students with severe behavioural disorder(s), as defined by Ministry of Education guidelines, may be among the three aforementioned special needs students.
- c. Classes shall be smaller than the size stated in Article D.1.1 when they include students with learning disabilities or emotional disorders.
- d. The particular program for the integrated child shall be established by the teacher(s) concerned and District Staff in consultation with the parents/guardians
- e. The classroom teacher shall have the right to a review of decisions of the District Screening Committee by requesting a meeting with the District Integration Committee. The Committee shall convene a meeting within seven (7) days in order to investigate the situation and make a decision regarding the areas in dispute.

5. In Service/Professional Development

- a. Consideration for release time from the instructional day, as determined by the School Based Team, will be given to teachers to determine the needs of students, to receive extra training, to consult with other staff and/or resources persons and to evaluate program effectiveness on an ongoing basis.
- b. Whenever possible, time for appropriate professional development shall be arranged prior to replacement of a student with exceptional educational requirements
- c. Where such in service, training, or professional development must take place in the months of July and/or August the teacher shall be paid at the rate of 1/200 of salary for each day of training and shall be reimbursed for expenses incurred.

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

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

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

| <b>Position</b>  | <b>Ratio</b>            | <b>Source of ratio</b>        |
|--|-------------------------|-------------------------------|
| Teacher Librarian  | 1:702 students          | LOU No. 12                    |
| Counsellors  | 1:598 students          | LOU No. 12                    |
| Teachers (LAT)   | 1:504 students          | LOU No. 12                    |
| Special Education Resource Teachers (SERT)                     | 1:321 students          | Agreement in Committee (1998) |
| English Second Language (ESL)/ English Language Learning (ELL) | 1:34.8 ESL/ELL students | Former LOU No. 5 (2000)       |

Local language:

1. Minimum staffing for libraries and learning assistance centres shall be according to Langley School District Policy.
2. It recognizes that in circumstances of educational need which can be substantiated by the school, extra learning assistance allocations may be assigned by the Employer.
3. Langley School District Policy as it relates to staffing for libraries and learning assistance shall not be changed during the term of the agreement without the agreement of the Local.

**ARTICLE D.4 PREPARATION TIME**

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

**ARTICLE D.5 MIDDLE SCHOOLS**

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            WEEKLY INSTRUCTIONAL ASSIGNMENT**

1. Instructional assignment shall be defined as time during the school day for instructional purposes assigned to teaching courses and lessons, including time assigned to study periods.
2. Pursuant to the School Calendar Regulation established by legislation and regulation:

The maximum weekly instructional time for a full-time elementary teacher shall be 1335 minutes per week. A minimum of an additional 90 minutes per week (100 minutes effective September 2014 and 110 minutes effective June 30, 2019) shall be provided for purposes of preparation.

The maximum weekly instructional time for a full-time middle school teacher shall be 1352 minutes per week. A minimum of an additional 193 minutes per week shall be provided for purposes of preparation, which shall include a minimum of 39 minutes per week team-directed common planning time.

The maximum weekly instructional time for a full-time secondary teacher shall be 1352 minutes per week. A minimum of an additional 193 minutes per week shall be provided for purposes of preparation.

3. The instructional time for part-time teachers shall be pro-rated.
4. In an elementary school, the duration of the school day shall not exceed six hours inclusive of:
  - a. instructional time, 15 minutes of recess and preparation time (the sum total not to exceed five hours)
  - b. a regular noon intermission.
5. In a middle school, the duration of the school day shall not exceed 6 hours and 30 minutes inclusive of:
  - a. Instructional time, time for students to change classrooms and preparation time (the sum total not to exceed 5 hours and 30 minutes).
  - b. A regular noon intermission
6. In a secondary school, the duration of the school day shall not exceed six hours and 30 minutes inclusive of:
  - a. instructional time, time for students to change classrooms, and preparation time (the sum total not to exceed five hours and 30 minutes)
  - b. a regular noon intermission.
7. Part-time assignments shall be scheduled in consecutive teaching blocks.
8. Preparation time shall be scheduled in blocks of no less than 30 minutes in duration unless requested otherwise by the teacher in writing.
9. Part-time teachers of .375 F.T.E. or more, shall receive pro-rated preparation time based upon their time of assignment.

#### **ARTICLE D.21           TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS**

1. When new construction or major school renovations have been approved, the Board shall offer the opportunity for representatives of the teaching staff of the affected school to participate in the planning process.

**ARTICLE D.22 AVAILABILITY OF TEACHERS-TEACHING-ON-CALL**

1. When a teacher is absent from the workplace the Board will normally provide a teacher-teaching-on-call to replace that teacher if a teacher-teaching-on-call has been requested by the teacher or principal, provided a teacher-teaching-on-call is available.
2. Teachers, except teacher-teaching-on-call and those teachers whose assignment is that of a permanent teacher-teaching-on-call, shall not be required:
  - a. to perform the tuition or instructional duties of a teacher who is absent
  - b. to supervise the students of a teacher who is absent except in emergency situations.

**ARTICLE D.23 REGULAR WORK YEAR FOR TEACHERS**

1. The annual salary established for teachers covered by this Agreement, shall be payable in respect of the teacher's regular work year.
2. Pursuant to the Standard School Calendar established by legislation and regulation:
  - a. the regular work year shall be scheduled from and including the first Tuesday after Labour Day to and including the last Friday in June, or if the last Friday in June falls on or before June 25, June 30.
  - b. the first day of Winter Break shall be on the Monday preceding December 26. Schools shall re-open on the Monday following January 1 unless January 1 is a Friday, Saturday or Sunday in which case schools shall re-open on the following Tuesday.
  - c. the first day of Spring Break shall be the third Monday in March. School shall re-open on the fourth Monday of March. If the fourth Monday in March is Easter Monday, schools shall re-open for the Wednesday following the fourth Monday in March.
  - d. the regular work year for teachers shall include:
    - i. no fewer than five (5) non-instructional days pursuant to Article F.21 Professional Development Days.
    - ii. two half days for report card preparation.
    - iii. two half days to allow for assessment/evaluation and/or the designing of educational programs.
  - e. The first day of the work year will be a day for organization. Students shall be in attendance for up to one-half the day.
  - f. The last day shall be an administrative day with no students in attendance.
  - g. The Board shall shorten 4 school days of a school by not more than one hour for the purpose of facilitating parent-teacher interviews related to student progress.
3. Any work performed by teachers covered by this Agreement beyond the teacher's work year, shall be voluntary.

4. All Board requests for a teacher to work beyond the regular work year will be in writing as far in advance as possible. A teacher who is requested and agrees to work beyond the regular work year shall receive at the teacher's option:
  - a. payment at the rate of 1/200th of the teacher's annual salary for each day worked, or
  - b. the equivalent release time during the regular work year. Every reasonable effort shall be made to accommodate the wishes of the teacher with respect to the scheduling of this release time.
5. Nothing in this article shall prevent the Board from offering, or a teacher from accepting a fixed-sum contract for a specific project provided the Union receives notice of all such projects and the project does not consist of or include work of a kind that would normally be performed by a teacher.
6. If the work requested requires the teacher to travel more than twenty (20) km from the normal worksite, the teacher shall be paid mileage reimbursement pursuant to Article B.10 Reimbursement for Mileage and Insurance for travelling costs and, if applicable, reasonable expenses for accommodation, meals and other expenses, upon submission of a district expense voucher.
7. Where a statutory holiday falls on a full-time teacher's normally scheduled day off, during a week in which school is in session, and the full-time teacher is not required to work on that day, the teacher shall have the option of receiving:
  - a. payment in lieu thereof calculated at 1/200 of the annual salary for that teacher's scale placement, or
  - b. with mutual agreement between the teacher and the teacher's supervisor, equivalent time off.
8. For the purpose of introducing Kindergarten students to school, teachers of Kindergarten, in consultation with the principal, shall be entitled to design and implement a gradual entry program involving altered hours and the phasing in of small groups of children for the first five days after the opening of school.

#### **ARTICLE D.24 ITINERANT TEACHERS**

1. Travel time between instructional assignments of itinerant teachers shall be calculated as part of the teacher's total instructional assignment as determined by Article D.20 Weekly Instructional Assignment.
2. Itinerant teachers shall be reimbursed for travel expenses in accordance with Article B.10 Reimbursement for Mileage and Insurance.
3. Itinerant teachers shall have reasonable access to telephones, clerical time, storage facilities, work space and supplies.



**ARTICLE D.25 SUPERVISION**

1. No teacher shall be required to perform supervision duties during the regularly scheduled noon intermission of the school.
2. The maximum supervision duty which may be required of any teacher shall be fifteen (15) minutes per week.

**ARTICLE D.26 BREAK FOR TEACHERS OF KINDERGARTEN**

1. Teachers of Kindergarten students shall not be required to perform instructional duties or to remain in their classroom during a fifteen (15) minute break which shall be scheduled for each two and one-half hour class.

**ARTICLE D.27 HOME EDUCATION**

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

**ARTICLE D.28 BEGINNING TEACHER**

1. In determining the teaching assignment of a beginning teacher the principal in consultation with the staff shall consider the following:
  - a. the instructional assignment
  - b. class demands
  - c. mentor support
  - d. orientation

**ARTICLE D.29 STAFF MEETINGS**

1. At least seven (7) days notice of regular staff meetings shall be given, including the agenda of items to be considered.

2. All staff members shall have the right to place items for consideration on the staff meeting agenda.
3. Written minutes of staff meetings shall be kept and circulated to all staff members.
4. Teachers shall attend staff meetings called by the principal. Teachers shall not be required, except in emergency situations, to attend staff meetings:
  - a. which commence prior to one (1) hour before classes begin or which conclude later than two (2) hours after dismissal of pupils;
  - b. during recess or during the noon intermission.
5. Teachers shall not be required to attend staff meetings on weekends, holidays or outside of the regular work year as defined in Article D.23 Regular Work Year for Teachers.
6. Part-time and itinerant teachers shall attend staff meetings only on days they are normally scheduled to work at the school where the staff meeting has been scheduled.
7. With the exceptions of September, there shall be a maximum of two regularly scheduled staff meeting per month.
8. Nothing in the foregoing precludes the administrative officer from calling special meetings of the staff, or groups of the staff, to deal with the concerns arising from emergent circumstances. In such circumstances notice will be given to the staff committee chair or staff representative.

#### **ARTICLE D.30           EXTRA-CURRICULAR ACTIVITIES**

1. The Board and the Union agree that all extra-curricular activities are voluntary.
2. Extra-curricular activities shall not form any part of job description or posting.
3. In this agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
4. During the life of the agreement the Union agrees that the Executive Committee or the Staff Representative Assembly shall not direct withdrawal of participation by teachers in extra-curricular activities.
5. While voluntarily involved in Board approved extra-curricular activities, teachers shall be considered to be acting in the employ of the Board for purposes of coverage by the Board's insurance.
6. The Board agrees not to enter into an agreement with any teacher which reduces the hours of instruction for providing extra-curricular activities.

## ARTICLE D.31 JOINT DISTRICT HEALTH AND SAFETY COMMITTEE

[The *Workers' Compensation Act* [www.bclaws.ca/Recon/document/ID/freeside/96492\\_00](http://www.bclaws.ca/Recon/document/ID/freeside/96492_00) and *Occupational Health and Safety Regulation* [www.worksafebc.com](http://www.worksafebc.com) can be accessed online.]

1. A Joint District Health and Safety Committee shall be established.
  - a. The Committee shall include, among others, two (2) representatives of the Board from District Health and Safety and two (2) representatives of the Union (LTA).
  - b. The Committee shall function on a co-chair system with one (1) co-chair selected from the unions and one (1) co-chair selected from non-union representatives.
  - c. The Co-Chairs shall be elected by and from all members of the Joint District Health and Safety Committee.
  - d. The secretary shall be elected by and from all members of the Committee. Neither Co-Chair shall act as secretary.
  - e. Minutes of the Committee meetings shall be kept and copies forwarded to the Board, the Union representative(s), and the Union office. The minutes shall be distributed to Committee members prior to the next scheduled meeting.
  - f. The Committee shall meet monthly from September to June.
  - g. The Committee shall hold meetings as requested by the Union or by the Board.
  - h. The Union President shall be notified immediately of each accident or injury reported by a teacher.
2. The Purpose of the Committee shall be:
  - a. To promote and assist in maintaining a safe and healthful work environment.
  - b. To review and monitor the redacted summaries of the Employee Injury Reports and the Violent Incident Reports, and make recommendations to the Board and the Union.
  - c. To review complaints of unsafe or unhealthy conditions which have not been resolved at the school/department level and make recommendations to the Board and the Union.
  - d. To determine that regular inspections of the place of employment, including a health and safety audit by the Workers' Compensation Board if necessary, are carried out as required by the Occupational Health and Safety Regulation, Workers' Compensation Act of British Columbia.
  - e. To recommend measures required to attain compliance with the Workers' Compensation Act and Regulation.
  - f. To consider recommendations, from the Union, in accordance with the Workers' Compensation Act and Occupational Health and Safety Regulation and recommend implementation where warranted.

- g. To review WorkSafeBC Inspection reports and Compliance Action Reports at the scheduled monthly meetings.
- h. To review the posted current District Health and Safety protocols and monitor that the protocols have been communicated by the Board to each worksite.

**ARTICLE D.32 HEALTH AND SAFETY**

[The Workers’ Compensation Act [www.bclaws.ca/Recon/document/ID/freeside/96492\\_00](http://www.bclaws.ca/Recon/document/ID/freeside/96492_00) and Occupational Health and Safety Regulation at [www.worksafebc.com](http://www.worksafebc.com) and ASHRAE Standards as referenced by WorkSafeBC at [www.worksafebc.com/publications/health\\_and\\_safety/by\\_topic/assets/pdf/indoor\\_air\\_bk89.pdf](http://www.worksafebc.com/publications/health_and_safety/by_topic/assets/pdf/indoor_air_bk89.pdf) can be accessed online.]

1. Classes shall be conducted in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic and safe for teachers and students.
2. No teacher shall be disciplined for refusal to work on a job which the teacher has reasonable cause to believe would create an undue hazard to their health and safety. The Board may ask for medical documentation verifying the connection between the illness or injury and the undue hazard at their worksite.
3. The parties recognize that students exhibiting violent behaviour may pose safety concerns for both the teacher and other students and the teacher shall have the right under these circumstances to invoke Article D.32.2.
4. A teacher who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the full day without deduction from sick leave unless a doctor or a nurse states that the teacher is fit for further work on that day. Transportation to the nearest physician or hospital for teachers requiring medical care as a result of an accident or injury shall be at the expense of the Board.
5.
  - a. The Board shall pay an allowance to a teacher(s) at each worksite who agrees to be designated by the Board as an Occupational First Aid Level II Attendant and who holds a valid Occupational First Aid Level II Certificate.
  - b. The designated teacher(s) shall be reimbursed for the cost of the course fees, subject to successful completion of the course. It is the responsibility of the teacher(s) to apply for this reimbursement and provide proof of completion. The allowance per annum shall be:

|                               |    |        |
|-------------------------------|----|--------|
| <b>Effective July 1, 2019</b> | \$ | 641.51 |
| <b>Effective July 1, 2020</b> | \$ | 654.34 |
| <b>Effective July 1, 2021</b> | \$ | 667.43 |

6. The Board shall maintain an Emergency Response education plan for each worksite and the plan shall be used to educate students and staff.

7. The Board shall publish a link to the Workers' Compensation Act and the Occupational Health and Safety Regulation on the District's Staff Portal. The site-based Joint Health and Safety Committee will assist members in accessing the most current act and regulation.
8. Teachers shall be provided the opportunity for input when developing or changing a Safety Plan for a student that they teach or case-manage.

**ARTICLE D.33           STUDENT MEDICATION AND MEDICAL PROCEDURES**

1. Student medication and medical procedures in District schools shall be as follows:
  - a. teachers have a duty to render assistance in an emergency;
  - b. teachers shall not be called on to administer medication nor administer other medical procedures on a regular or predictable basis;
  - c. the Board shall establish policies that require schools to establish systems for administering medication and other medical procedures after consultation with parents, family physicians, the public health nurse and the medical health officer.

**ARTICLE D.34           UNION INVOLVEMENT IN BOARD BUDGET PROCESS**

1. The Union shall have the right to provide input prior to a meeting where the Board or Board officials set the District's budget.

**ARTICLE D.35           PURCHASE OF SUPPLIES, RESOURCES, AND EQUIPMENT**

1. If employees use their own personal funds to purchase additional materials, resources, supplies and/or equipment, other than capital equipment, for the purposes of instruction, the employer shall provide a tax form subject to any restrictions established by Canada Revenue Agency (CRA) upon request.
2. It shall be the responsibility of the employee to provide proof of purchase.

## **SECTION E PERSONNEL PRACTICES**

### **ARTICLE E.1 NON-SEXIST ENVIRONMENT**

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

### **ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT**

#### **1. General**

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

#### **2. Definitions**

- a. Harassment includes:
  - i. sexual harassment; or

- ii. any improper behaviour that would be offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
  - iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or
  - iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
  - v. misuses of power or authority such as intimidation, threats, coercion and blackmail.
- b. Sexual harassment includes:
- i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
  - ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
  - iii. an implied promise of reward for complying with a request of a sexual nature; or
  - iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

### **3. Resolution Procedure**

a. Step 1

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

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.
- iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

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

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

**4. Remedies**

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



- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

## **5. Informal Resolution Outcomes**

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

## **6. Training**

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

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

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

## **ARTICLE E.20 NEW POSITIONS**

1. Any position not described in this agreement shall be considered a new position.
2. The Board shall notify the Union of all such new positions to be offered in the District and provide to the Union a written job description of the new position(s).
3. The Board agrees that it will not unilaterally exclude a new position from the bargaining unit and that disputes with respect to whether a new position should be included in the unit will be resolved pursuant to Article E.20.4.
4. In the event that the parties do not agree on the inclusion or exclusion of the position within thirty (30) days the matter may be referred to arbitration under Article A.6: Grievance Procedure.
5. An arbitrator appointed pursuant to this Article to determine an inclusion or exclusion shall consider:
  - a. the definition of “employee” in the Labour Relations Code and the functions that form the basis for the exclusions;
  - b. the duties of a Director of Instruction as in the School Act and Regulation;
  - c. whether or not the duties outlined in the School Act and Regulation are being carried out.

6. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
7. The salary, or allowance if any, shall be the subject of negotiations between the Union and the Board, and the results of such negotiations shall be made retroactive to the date the new position was filled. Until such time as negotiations conclude, the incumbent shall be paid an interim salary, as set by the Board. In such negotiations the Board shall provide the Union with the job description. Whenever possible the salary, or allowance if any, shall be negotiated before the position is filled.
8. In the event that the parties fail to reach agreement on the salary, or allowance, within thirty (30) school days, the matter shall be referred to arbitration under Article A.6: Grievance Procedure. By mutual consent, the time limit may be extended.
9. Pursuant to Article E.20.10 and Article E.20.11 “position” means individual jobs or assignments.
10. Where the inclusion or exclusion of a position is in dispute, the issue of whether or not the position is, in substance, that of a teacher and/or is in the bargaining unit is an issue which can be grieved under the grievance procedure in the collective agreement.
11. In the event that an issue of the sort referred to in Article E.20.9 is not settled in the grievance procedure, either party may refer the issue to arbitration for binding determination.

#### **ARTICLE E.21 POSTING VACANT POSITIONS**

1. Vacancy means a newly created position or an existing position vacated by an incumbent which the Board intends to fill. A position filled by a teacher on a term appointment does not become a vacancy during the school year if the incumbent’s leave is extended and the term contract teacher continues in the position. Should the leave of absence continue into the next school year, the position is posted as a vacancy. All teachers in the district are eligible to apply for all vacancies pursuant to Article E.22 Filling Vacant Positions.
2. A list of all vacancies and new positions of 20 days duration or longer, except for Article C.25.2.f teachers-teaching-on-call, shall be posted on the school district website under the staff portal as soon as they become known, for a period of seven (7) calendar days. Electronic copies of all postings shall be forwarded to the Union at the time of posting.
3. A position to which a teacher is returning from a leave of absence of two years or less in duration is not a vacancy.
4. Vacancies for positions of Department Head/Team Leader are required only to be posted in the school which has the vacancy.
5. Advertising outside the district may coincide with, but not precede, the internal postings.
6. During July and August vacancies shall be posted on the school district website under the staff portal.

7. Every posting shall contain the following information:
  - a. identification of the position to be filled, i.e., subject area(s), grade level(s) and work location(s), full-time or specified part-time, and any other salient descriptive information;
  - b. start date, and if applicable, end date;
  - c. required qualifications, which shall be reasonable, bona fide requirements for the position.
  
8. A position that becomes vacant as a result of a teacher resigning or retiring from the employment of the district during the school year, can be posted as either continuing or term with mutual written consent of the union and district.

**ARTICLE E.22 FILLING VACANT POSITIONS**

1. The Board and the Union agree that fair posting and filling practices are desirable and part of a harmonious employment relationship.
  
2. Vacancies other than those of special responsibility shall be filled in the following priority provided that the teacher has the necessary qualifications as defined in Article C.22 Layoff, Displacement and Severance, to perform the duties of the vacant position.

Priority placement shall be given to:

- a. continuing appointees transferred pursuant to Article C.21.1.a Transfer and Surpluses Initiated By The Board and Article C.21.1.b; and
  
- b. teachers requesting transfer pursuant to Articles C.26 Dismissal Based On Performance, Article E.28 Anti-Racism, Article E.2 Harassment / Sexual Harassment, and Article E.29 Falsely Accused Employee.
  
3. In the groups defined below in Articles E.22.3.a, E.22.3.b, E.22.3.c, E.22.3.d, E.22.3.e, E.22.3.f, E.22.3.g when the necessary qualifications and other skills related to the position of two (2) or more teachers are relatively equal, the position shall be offered to the applicant with the greater/greatest seniority.
  - a. teachers returning from a leave of absence of longer than two (2) years; and
  
  - b. continuing appointees surplused pursuant to Article C.21.1.e; and
  
  - c. teachers laid off pursuant to Article C.22.3.e; and
  
  - d. continuing appointment teachers and teachers granted continuing contracts as per Article C.23.3 who apply for a posted position;
  
  - e. part-time continuing appointment teachers who apply for a posted position which would increase the time of their appointment; and

- f. teachers with at least three (3) months aggregate service on term contracts pursuant to Article C.23 Term Contracts who apply for a posted position and who have not received a less than satisfactory report; and
  - g. teachers who have received:
    - i. term contracts of less than three (3) months duration or
    - ii. Teachers-Teaching-On-Call, who have accrued a minimum of fifty (50) days service in the previous twelve (12) months including at least two (2) periods of six (6) days each that are continuous in the same assignment.
4. Application status is updated on the school district website in the list labeled “Postings Filled and Cancelled”.
  5. If after August 15th, or during the school year, a continuing position is filled by an applicant who is currently employed in a position within the district, or on a leave of absence from the district, the successful applicant shall fill the position at the beginning of the next school year. For the intervening period, the position may be filled by a teacher on a term appointment.
  6. During the hiring process the following timelines will be respected by all parties:
    - a. The Administrative Officer upon review of the posting application list will initiate contact starting with the individual with the most seniority.
    - b. The Administrative Officer will initiate contact through the personal contact information the district has on file.
    - c. If direct contact is not made immediately, messages will be left for the individual.
    - d. A candidate has 48 hours to respond to a message left by the Administrative Officer. This time frame excludes weekends and statutory holidays.
  7. When the Board offers the posting to the successful candidate, the candidate must confirm their acceptance or refusal of this position within 48 hours of the offer being made.

**ARTICLE E.23            ASSIGNMENT IN SCHOOL**

1. The following provisions shall apply to changes in assignment(s) including changes made during the year-end staffing process.
2. Alterations in a teacher’s assignment shall be made only within the teacher’s teaching position and in accordance with the teacher’s appointment.
3. Alterations of assignment within a teaching position are not posted.
4. Assignment within a school shall take into consideration academic and technical qualifications, training, experience, equitable distribution of work load, number of student contacts, number of teaching locations, number of preparations, personal preference of the teacher and the educational and time tabling needs of the school.

5. Notwithstanding Article E.23.2, where declining grade and/or course enrollments necessitate assignment changes that would result in a reduction of a teacher's appointment, the teacher shall be offered any additional available assignments in the school, provided the teacher has the necessary qualifications. Such changes in assignment need not be posted.
6. A staff meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable, staff assignments for the next school year and the teaching positions required in the school.

#### **ARTICLE E.24 PERSONNEL FILES**

1. There shall be only one (1) personnel file for each teacher, maintained at District Office. Any file on a teacher kept at a school shall be forwarded to the District Office or destroyed when the teacher leaves that school. Teacher personnel files shall be kept in locked, secure storage.
2. Upon receiving reasonable notice from a teacher, the superintendent, in respect of the District file, or the principal of the school, in respect of any school file, shall grant access to that teacher's file during normal business hours.
3. An appropriate school board official shall be present when a teacher reviews the file, and the teacher may be accompanied by a union representative.
4. The Board agrees that only material which is factually correct and relevant to the employment of the teacher shall be maintained in personnel files. A teacher may request removal of material on the basis that it is not factually correct or relevant. In the event that the appropriate Board official does not agree to removal of specified material, the teacher may file a grievance pursuant to Article A.6: Grievance Procedure of this agreement.
5. Confidential medical information that is placed in a teacher's file shall be sealed. The archived documents shall only be accessed by human resources staff or the Superintendent.
6. The teacher will be given a copy of any material critical of the teacher, which is placed in the teacher's personnel file. Such material will be stamped with the date it is placed in the file.
7. Every teacher shall have the right to attach a commentary to any item in their personnel file.
8. A record shall be maintained of all individuals who have had access to a teacher's personnel file and the dates of such access, and the teacher shall, upon request, be shown this record.
9. Where adverse or critical material, including but not limited to evaluation reports, letters of expectation, reprimands or suspension is placed in the file, the employee may elect to have the material removed five (5) years after the filing, provided that no further material of a similar nature has been subsequently filed.

#### **ARTICLE E.25 SCHOOL ACT APPEALS**

1. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and Board By-law of a decision of an employee covered by this Agreement, or in connection with or affecting such an employee:

- a. the employee and the Union shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
  - b. the employee shall be entitled to attend any formal meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union; and
  - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
  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 employee of any right, benefit or process otherwise provided by law.

#### **ARTICLE E.26 COMPLAINTS AGAINST TEACHERS**

1. Where a pupil and/or the parent/guardian of a pupil files a complaint with an administrator regarding the conduct, work or decisions of a teacher, and the complaint is such that it does not fall under Article C.27 – Discipline and Dismissal for Misconduct, and the administrator determines that a meeting is necessary, the complaint shall be processed in the following fashion:
  - a. The teacher shall be notified within seventy-two (72) hours of the administrator making the decision that a meeting is necessary.
  - b. The teacher shall be entitled to receive documents, if any, relevant to the complaint prior to the meeting.
  - c. The teacher shall have the opportunity to provide a written reply to the administrator in response to any allegations contained in the complaint.
  - d. The administrator shall convene a meeting/meetings with the teacher, which may include the pupil and/or the parent/guardian to discuss, with the intent to resolve the complaint. The teacher shall have the right to be accompanied by a representative of the Union at this meeting.
  - e. Should the complaint not be resolved at the above meeting(s), the teacher may refer the matter(s) to the Union.
  - f. Should new information lead to an allegation(s), the administrator may choose to proceed with an investigation as per Article C27 – Discipline and Dismissal for Misconduct.

#### **ARTICLE E.27 NO DISCRIMINATION**

1. There will be no discrimination against any person covered by this agreement on the basis of race, colour, ancestry, national or ethnic origin, age, physical or mental disability, sex or sexual orientation, religious or political affiliation, family status or participation in the authorized activities of the union.
2. Where there exists a bona fide occupational requirement it shall not be considered discrimination.

**ARTICLE E.28 ANTI-RACISM**

1. The Union and the Board do not condone and will not tolerate any expression of racism.
2. Allegations of racism shall be treated seriously and in strict confidence and shall be resolved in the manner described in Article E.2 Harassment/Sexual Harassment.
3. No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of racism.
4. Any employee found to have been committing an act of racism shall be subject to disciplinary action. Such action may include a verbal warning, a written warning, transfer, suspension and/or dismissal.
5. It is recognized that false or malicious complaints may damage the reputation of, or be unjust to other employees and therefore the complainant may be subject to disciplinary action.
6. In the first instance, attempts shall be made to resolve alleged complaints through informal means. The complainant employee of the Board may attempt to resolve the matter by informing the alleged offender, who, if covered by this agreement may be accompanied by a member of the union.
7. If the employee's complaint is not resolved informally, the employee may request the intervention of the superintendent of schools or any other administrative officer or may use the grievance and arbitration provisions of the collective agreement. Where the complainant requests the intervention of the superintendent of schools or any other administrative officer the union shall be notified in writing of that fact and of the particulars of any allegation(s) at the earliest reasonable time, and in any event before any action is taken by the Board, and the employee shall be advised of their right to representation in accordance with the right to representation provisions of the collective agreement.
8. In the event that the issue remains unresolved after the request to the superintendent, the employee may refer the issue to arbitration in accordance with the grievance and arbitration provisions of the collective agreement.
9. Where racism is proven and results in the transfer of a teacher it shall be the offender who is transferred, except the complainant may be transferred with the complainant's consent.

**ARTICLE E.29 FALSELY ACCUSED EMPLOYEE**

1. When a teacher has been falsely accused of child abuse or sexual misconduct the Board will assist the teacher by:
  - a. providing necessary leave of absence with pay and working with the teacher to develop a plan which facilitates a smooth return to the teaching profession;
  - b. providing additional funding to the Employee Assistance Program to ensure availability of counselling assistance to the employee and the employee's family;
  - c. providing, upon request of the employee, available factual information to the parents and students involved with the false accusation;



- d. enabling the teacher to transfer to a vacant position pursuant to Article E.22 Filling Vacant Positions.

## **SECTION F            PROFESSIONAL RIGHTS**

### **ARTICLE F.20            PROFESSIONAL AUTONOMY**

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

### **ARTICLE F.21            PROFESSIONAL DEVELOPMENT DAYS**

1. Five (5) days referred to in Article D.23.2.d.i of Article D.23 Regular Work Year for Teachers shall be used for teacher professional development activities.
2. These days shall be considered as instructional days for salary purposes.
3. Each school staff committee, or the Board and the Union in the case of the District-wide professional development day, shall determine the appropriate activities for these days. Refer to the definition of Professional Development in the Collective Agreement for clarification.
4. Upon request of the Union there shall be one District-wide professional development day.

### **ARTICLE F.22            EDUCATIONAL CHANGE**

1. When new provincially-prescribed or District-developed curriculum is being introduced in the school District, it shall be the responsibility of the Board and the Union to strike an Educational Change Committee that shall be comprised of three (3) Board representatives and three (3) Union representatives.
2. The Educational Change Committee shall make recommendations to the Board and the Union that include the time considerations, in-service and retraining requirements, material requirements and funding needs.

### **ARTICLE F.23            PROFESSIONAL DEVELOPMENT**

1. The Board and the Union shall establish a Joint Professional Development Fund for the purpose of promoting professional development of the teaching staff of the School District.
2. Each September 1 the Board shall contribute \$30,000 to the Joint Professional Development Fund.
3. In addition to F.23.2, the Board agrees that there will be an allocation of one teacher-teaching-on-call (TTOC) day per FTE teacher on staff on September 30 for costs of teachers-teaching-on-call (TTOC) for those teachers granted any professional development leave of absence, in the form of a budget account at the Board office.

4. The Board and the Union shall establish a Joint Professional Development Committee for the following purposes:
  - a. to develop policies which promote and foster the professional development of teachers, and,
  - b. to administer the Joint Professional Development Fund.
5. The Langley Teachers Professional Development Fund shall be administered by the Joint Professional Development Committee.
  - a. The Joint Professional Development Committee shall be chaired by the Union's Professional Development Chairperson and shall consist of two (2) representatives of the Board and three (3) representatives of the Union.
  - b. The Chairperson of the Joint Professional Development Committee and a representative of the Board shall be co-signers of all cheques disbursed by the Committee.
  - c. The Joint Professional Development Fund shall be subject to audit every second year commencing in the 2015-16 school year.
  - d. The Joint Professional Development Committee shall be entitled to use up to thirty (30) teacher-teaching-on-call (TTOC) days from the Joint Professional Development Fund as per Article F.23.2, for the purpose of meeting and/or conducting committee business.
6. The Joint Professional Development Committee shall adhere to the following principles:
  - a. teachers shall participate in professional development on a voluntary basis;
  - b. opportunities for professional development activities shall be distributed as equitably as possible.
7. The Joint Professional Development Fund will not be required to finance curriculum implementation in the District.
8. The Board shall allocate to the budget of each school \$50 per teacher for the purpose of promoting professional development. These funds shall be administered and tracked by a school based professional development committee consisting of:
  - a. the elected Staff Professional Development Representative and,
  - b. the Chairperson of the School Staff Committee or, in the absence of a Chairperson of the School Staff Committee, an elected Langley Teachers' Association designate and,
  - c. the Principal or designate.
9.
  - a. In the event of a school closure, the total school-based professional development funds remaining on the date of the school closure shall be transferred to the Joint Professional Development Committee Fund by August 30 of that calendar year.
  - b. School-based professional development funds accrued by teachers who retire or otherwise leave the employ of the district, will remain in the school-based professional development fund.

## **SECTION G LEAVES OF ABSENCE**

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

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

**[See Article G.23 Sick Leave, for sick leave use and accrual]**

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

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

1. For the purposes of this article “family member” means:
  - a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
    - iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
  - b. in relation to an employee's spouse:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

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

**[See also Article G.32 Bereavement/Compassionate for short term compassionate leave of up to eight days.]**

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

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

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

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

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

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

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

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

For the purposes of this article "immediate family" means:

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
  - b. Any person who lives with an employee as a member of the employee's family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied. **[See also Article G.4.5.]**

3. In addition to leave provided in Article G.4.1 and G.4.2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 "family member" means:

- a. in relation to an employee:
  - i. a member of an employee's immediate family;
  - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
- b. in relation to an employee's spouse or common-law partner or same-sex partner:
  - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

**[See also Article G.4.7.]**

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

### **Local Provisions:**

5. In addition to leave granted under Article G.4.1, up to three (3) additional days shall be granted where extensive travel is involved. Request for leave shall be made as soon as practicable. A maximum of three (3) days are available for travel purposes under Article G.4.2 and/or G.4.5.
6. Upon written request, where leave has been granted under Article G.4.1, leave with or without pay in excess of eight (8) days may be granted in extenuating circumstances. See also Article G.4.3 for additional unpaid leave.
7. In the event of the death of a teacher's relative not specified above in Article G.4.1, the teacher shall be entitled to leave with pay for one day for the purpose of attending the funeral. [See also Article G.4.3 for additional unpaid leave].
8. In the event of the death of a friend of a teacher, the teacher shall be entitled to leave with pay for one day for the purpose of attending the funeral and up to three (3) additional days without pay, where extensive travel is involved. Request for leave shall be made as soon as practicable.

**[Note: See also Article G.32 /Compassionate.]**

### **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 *Leave for Regulatory Business as per the Teachers' Act* only.

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.

Note: Except as above, Article G.6 does not apply in SD No. 35 (Langley). See Article A.36 Union President/Executive Officer Leave and Article A.37 Leave for Union and other Professional Organizations.

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

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

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

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

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

1. A teacher shall be granted leave upon request to accept a position if the teacher is:
  - a. Replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
  - b. Their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.



3. The vacated teaching position will be posted as a temporary position during this period.
4. Where there are extenuating personal circumstances that extend the leave of the Principal or Vice Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).
5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
  - a. Teacher Evaluation
  - b. Teacher Discipline
6. Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local collective agreement or otherwise agreed to between the parties.

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

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

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

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

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

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

**ARTICLE G.20            SECONDMENT**

1. A teacher who is seconded to District duties for a temporary period not exceeding one year shall receive the same salary and allowance as prior to secondment. If the secondment is to a position currently named in the agreement, the teacher shall receive the greater of current total salary, or the salary and allowance of the named position.
2. Secondment will be to perform a specific task or tasks, or to serve in an acting capacity in a named position.
3. Should a position filled by secondment continue beyond one year, the salary, and allowance if any, for the second and subsequent years will be negotiated under the terms of Article E.20 New Positions.
4. Unless the teacher and the Board mutually agree otherwise, when a teacher is returned to regular duties from secondment the teacher shall receive the same salary and allowance as would have been received had the teacher continued in the teacher's former position.

**ARTICLE G.21            WORKERS' COMPENSATION**

1. 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.
2. Where a teacher is entitled to wage loss compensation payments under the Workers' Compensation Act, for injuries or diseases suffered, the teacher shall continue to receive full pay from their sick leave accumulation. All monies received by the teacher as compensation for loss of wages under the Act shall, in turn, be paid to the Board and credited back to the teacher's sick leave accumulation.
3. Should a teacher's personal sick leave accumulation be depleted, only those monies received from WCB on their behalf would be forwarded to them.
4. This clause does not apply in the case of a teacher who is drawing a disability pension from the Workers' Compensation Board.

**ARTICLE G.22            LEAVES OF ABSENCE**

1. Teachers will, where practicable, notify the Board of an intention to take a leave of absence.

**ARTICLE G.23            SICK LEAVE**

1. Sick leave credit shall be accumulated at the rate of one and one-half (1 1/2) days for each month of teaching while in the service of the Board. Part-time teachers will accumulate sick leave credit on a pro-rata basis.
2. Effective September 1, 1990, thirty (30) sick leave days, or portion thereof for part-time and subject to Article G.23.3, shall be credited to each teacher in the first year of employment with the district.

At the beginning of each subsequent school year fifteen (15) days, or portion thereof for part-time and subject to Article G.23.3, shall be credited to each teacher.

3. Teachers commencing employment with the Board during the year shall have credited to them the pro-rata portion of sick leave days which would accumulate to them for the balance of the school year.
4. Any days during which the teacher has been absent with full pay for reasons of illness, accident or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher. The maximum number of days that may be used in any one year is one hundred fifty (150) days.
5. The superintendent's office may request at any time a doctor's certificate verifying illness.
6.
  - a. Each teacher shall receive by September 30th an annual accounting of their accumulated sick leave as at the prior June 30<sup>th</sup>.
  - b. Thereafter the Board shall advise each teacher of their accumulated sick leave at the end of December and March.
  - c. Each teacher hired after the commencement of the school year will receive the teacher's annual accounting of accumulated sick leave by the end of the teacher's first twenty (20) working days.
7. Teachers who leave the District prior to year end and who use more paid sick leave than entitled to shall reimburse the Board for such days.
8. When a teacher resigns and is re-employed by the Board, that teacher shall be credited with the sick leave accumulated to the date of resignation.
9. Where a teacher is involved in an accident and as a result is paid sick leave during absence from work, any sick leave compensation recovered from an insurer or court award shall be repaid by the teacher to the Board. The Board shall thereupon reinstate the number of days of sick leave credit represented by the repayment.
10. Partial Medical Leave
  - a. Where a full-time employee produces a medical certificate stating that the employee, while medically unable to work full-time because of a degenerative illness or disability, is capable of working part-time, the employee's assignment may be reduced or the employee may be reassigned to another position where it is practical to do so. In either case, the change will be to a percentage of full-time that the employee is capable of working. The employee shall regularly provide the Board with medical information confirming their on-going inability to work full-time.
  - b. An employee on partial medical leave will earn sick leave proportionately, for the portion of time worked and will use accumulated sick leave credits for the portion of time not worked.
  - c. An employee on partial medical leave will go on full sick leave with or without pay depending on the extent of the employee's accumulated sick leave credits, if the employee proves incapable of meeting the requirements of their reduced or changed assignment.

- d. Where an employee on partial medical leave is about to exhaust their sick leave credits the Board will advise the teacher to contact the British Columbia Teachers' Federation Salary Indemnity Plan for information on "accommodation employment".

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

## **ARTICLE G.24 EDUCATIONAL LEAVE**

1. The Board agrees to grant Educational Leave for the purpose of study or research. Application shall be made to the Board before March 31st preceding the work year in which leave is to be taken, or October 31 of the work year in which leave is to be taken.
2. The Board shall establish an Educational Leave Fund in the amount of 0.18% of the teachers' salary portion of the operating budget based on the September 30 teacher payroll of the previous year. Unexpended funds from previous years will accumulate and will be in addition to the 0.18% annually budgeted. This will set the amount of money available for educational leave in the school year that commences on September 1 of the budget year.
3. A Selection Committee comprised of two (2) representatives from the Board and two (2) representatives from the Union shall be responsible for recommending teachers for Educational Leave, and shall be governed by the following conditions:
  - a. each teacher shall be paid 60% of the teacher's salary for the applicable time period.
  - b. Educational Leave shall normally commence in September and be for one year. A lesser duration such as a semester, quarter, term or time which coincides with the course of studies to be taken shall be considered.
  - c. the teacher shall give an understanding to remain in the service of the Board for a minimum period of two (2) years immediately following the Educational Leave. Upon failing to do so, the teacher shall refund on demand the amount paid by the Board during the Educational Leave, pro-rated according to the period of time worked since the return from leave.
  - d. during the period of Educational Leave the Board shall continue its contributions to applicable employee benefits in accordance with Article B.11 Benefits.
  - e. the period of Educational Leave shall be taken into account for the purpose of granting increments.
  - f. the candidates for Educational Leave shall have been employed continuously by the Board for five years prior to being granted Educational Leave.
  - g. The following shall be regarded as employed time for the purpose of this article:
    - i. maternity leave pursuant to the Employment Standards Act
    - ii. service as LTA president
    - iii. service with B.C.T.F., Teacher Regulation Branch and/or CTF
    - iv. service with the Department of National Defence

- v. exchange teaching
- vi. secondment
- h. A teacher shall be entitled to apply for the equivalent of one work year in any ten (10) year period of service with the Board.
- i. the Selection Committee in making their selections will take into account the benefit of the study or research to the school District.
- j. teachers who have applied for Educational Leave will be advised of the Selection Committee's decision within thirty (30) calendar days of the application deadline.
- 4. Teachers returning from Educational Leave of one (1) year or less shall return to the same position or, if it no longer exists, to a comparable position to that held prior to the leave.
- 5. Teachers on Educational Leave 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.

#### **ARTICLE G.25 MATERNITY LEAVE**

**[The *Employment Standards Act* can be accessed online at [www.labour.gov.bc.ca/esb](http://www.labour.gov.bc.ca/esb).]**

- 1. A pregnant teacher employed by the Board shall be granted upon request a leave of absence:
  - a.
    - i. as provided for in Part 6 of the Employment Standards Act; or
    - ii. for a stated longer period of time to the end of the calendar year, the end of a semester, the end of the spring break, or the end of the school year, whichever occurs first immediately following the expiry of the 17 weeks provided in (i) above.
  - b. a woman on Maternity Leave shall be deemed to have continued employment and the Board shall continue to maintain premium payments for benefits and pensions. The teacher shall maintain their portion of premiums and pension contributions.
- 2. If at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, they shall present the Board with an acceptable medical certificate and shall qualify for their sick leave provisions.
- 3. Early Return and Emergency Situations:
  - a. in the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may return to duty earlier than provided in the agreed upon leave.
  - b. the teacher intending to make an early return to duty will submit a written application and a medical certificate.
  - c. a terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act and the Maternity Leave provisions apply.

4. In the case of adoption, Maternity Leave shall be granted on request and shall 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. Teachers intending to request Maternity Leave for adoption purposes shall apply to the Board at the time of confirmation of adoption of a child.
5. A teacher returning from Maternity Leave shall be entitled to security of employment and return to the same position or, if it no longer exists, to a comparable position.

#### **ARTICLE G.26 SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFITS**

1. Supplemental Employment Insurance Benefits on Maternity Leave:

Pursuant to the Supplemental Employment Benefits (SEB) Plan agreement, which has been registered as required by the Employment Insurance Act, the Board agrees that:

- a. when a pregnant teacher takes the maternity leave to which they are entitled pursuant to the Employment Standards Act, the Board shall pay the teacher
  - i. ninety-five (95) per cent of their current salary for the first two weeks of the leave, and where the teacher is eligible to receive EI maternity benefits,
  - ii. the difference between ninety-five (95) per cent of their current salary and the amount of EI maternity benefits received by the teacher, for a further 15 weeks.

#### **ARTICLE G.27 SHORT TERM PARENTAL LEAVE**

[The *Employment Standards Act* can be accessed online at [www.labour.gov.bc.ca/esb](http://www.labour.gov.bc.ca/esb).]

1. A teacher employed by the Board shall be granted upon request a leave of absence:
  - a. as provided for in Part 6 of the Employment Standards Act.
  - b. a teacher on Short Term Parental Leave shall be deemed to have continued employment and the Board shall continue to maintain premium payments for benefits and pensions. The teacher shall maintain their portion of premiums and pension contributions.
2. If at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, they shall present the Board with an acceptable medical certificate and shall qualify for their sick leave provisions.
3. In the case of adoption, Short Term Parental Leave shall be granted upon request. All the provisions of this section shall apply including all rights guaranteed under the Employment Standards Act.
4. A teacher returning from Short Term Parental Leave shall be entitled to security of employment and return to the same position or, if it no longer exists, to a comparable position.

## ARTICLE G.28 PARENTHOOD LEAVE

[The *Employment Standards Act* can be accessed online at [www.labour.gov.bc.ca/esb](http://www.labour.gov.bc.ca/esb).]

1. The purpose of Parenthood Leave is to provide an opportunity for either parent to spend time with and care for their child.
2. Applicants must apply either by March 31 of the preceding year or if to follow Article G.25 Maternity Leave, by at least one month prior to the expiry of that leave.
3. Leave shall be under the following conditions:
  - a. leave shall be granted as follows in accordance with teacher requests:
    - i. to the end of the school year.
    - ii. to the end of the school year, plus an additional four (4) months or to the start of a new semester.
    - iii. to the end of the school year, plus an additional ten (10) months.
    - iv. to the end of the school year, plus an additional twenty (20) months.
  - b. teachers considering Parenthood Leave as a result of adoption should inform the Board in writing that application for leave will be made upon application for adoption.

Leave shall be granted under the same provisions as Article G.28.3.a above.
  - c. teachers considering Parenthood Leave for existing children must apply by March 31 for leave to commence September 1. Leave shall be granted for either ten (10) months or twenty (20) months in accordance with teachers' requests. Emergency situations beyond the control of the teacher may be considered on shorter notice.
  - d. a teacher returning to duties from an extended Parenthood Leave of up to two (2) years shall be assigned, where practicable, to the position held prior to the leave. A teacher returning to duties from an extended Parenthood Leave longer than two (2) years shall be assigned to a position in the district comparable to the position held prior to the leave.
  - e. Parenthood Leave shall be without pay and shall not be credited as continuous employment for purposes of experience increment.
  - f. if, at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, the teacher shall present the Board with a medical certificate and shall qualify for the teacher's sick leave provisions.
  - g. Parenthood Leave shall not exceed thirty (30) months in a five (5) year period.
  - h. in the case of the death of a child or other special situations a teacher may return to employment earlier than requested in the agreed upon leave and shall be offered the first available comparable position.

**ARTICLE G.29            PATERNITY**

1. Two (2) days leave with pay shall be granted to coincide with the date of a child's birth.

**ARTICLE G.30            ADOPTION**

[The *Employment Standards Act* can be accessed online at [www.labour.gov.bc.ca/esb](http://www.labour.gov.bc.ca/esb).]

1. Two (2) days leave with pay shall be granted to coincide with the date of adoption of a child or date of legal guardianship.
2. In addition, leave shall be granted to a maximum of five (5) teaching days to either parent, or both, if both are employees of the Board, for mandatory interviews and/or travelling time to receive the child. This leave shall be granted with full pay less the cost of a teacher-teaching-on-call.

**ARTICLE G.31            FAMILY ILLNESS**

1. In the case of illness in the family of a teacher, and when no other person at the teacher's home can provide for the needs of the ill person, the teacher shall be entitled, after notifying the teacher's supervisor, to use up to a maximum of three (3) days paid leave at any one time for this purpose, to a maximum of six (6) days per school year.

**ARTICLE G.32            COMPASSIONATE**

1. Up to five (5) days leave with pay shall be granted where a serious illness where recovery is in doubt, occurs in the immediate family of a teacher or teacher's spouse. Immediate family is defined as including spouse, common-law spouse, parents, grandparents, children, grandchildren, brothers, and sisters. Up to three (3) additional days shall be granted where extensive travel is involved. Request for leave shall be made as soon as practicable.
2. Upon written request, leave with or without pay in excess of eight (8) days may be granted in extenuating circumstances.

[Note: See also Article G.5 Unpaid Discretionary Leave. See also Article G.2 Compassionate Care Leave for leaves in excess of eight days.]

**ARTICLE G.33            LONG TERM PERSONAL LEAVE**

1. Teachers shall be entitled to a one year leave of absence from the District for personal reasons on the following basis:
  - a. the leave will be granted for one full school year; exceptions on compassionate grounds may be granted with the mutual agreement of the Board and the Union.
  - b. additional periods of leave of absence for one full school year shall be granted to a maximum of three (3) school years.



- c. leave shall be without pay.
- d. application for the leave should be submitted by March 31st of the preceding year.
- e. a continuing teacher returning to duties from a long term personal leave of up to two (2) years shall be assigned, where practicable, to the position held prior to the leave.
- f. a continuing teacher returning to duties from a long term personal leave longer than two (2) years shall post into a continuing or term position in the District. The teacher's continuing status shall be maintained.
- g. the teacher may request early return from leave, with placement to be made when and where possible as determined by the Board.
- h. the teacher may arrange for continuation of benefits during the leave. The teacher shall pay the full cost of the benefit premiums.

#### **ARTICLE G.34 SELF-FUNDED LEAVE PLAN**

**[Self-Funded Ancillary Agreement is available at iNet 35, under 'Conferences / Forms and Templates / Human Resources'.]**

- 1. The Board shall administer a Self Funded Leave Plan.
- 2. During the period of leave, the employees shall continue to receive and pay full cost for medical, extended health, group life insurance and dental benefits.
- 3. A teacher returning to duties from Self Funded Leave of Absence shall be assigned, where practicable, to the position held prior to the leave.

#### **ARTICLE G.35 PERSONAL**

- 1. One (1) day leave with pay shall be granted to meet a personal need or requirement which cannot be met without absence from school.

#### **ARTICLE G.36 MARRIAGE LEAVE**

- 1. One (1) day leave of absence with pay shall be granted upon request to enable a teacher to attend the teacher's own marriage ceremony.

#### **ARTICLE G.37 JURY DUTY AND COURT APPEARANCES**

- 1. Leave with pay shall be granted to a teacher who has been summoned for jury duty or issued a subpoena to appear as a witness in court proceedings. The leave shall be for those days in which the teacher is required by a subpoena to attend. Any remuneration, other than reimbursement of expenses, received by the teacher shall be paid to the District.

2. Where the private affairs of an employee have otherwise occasioned an appearance in legal proceedings, a leave of absence with full pay less the cost of teacher-teaching-on-call shall be granted by the Board.

**ARTICLE G.38 LEAVE FOR EXAMINATIONS**

1. One (1) day leave of absence with pay per year shall be granted upon request to a teacher for the purpose of writing a university examination related to professional improvement.

**ARTICLE G.39 GRADUATION LEAVE**

1. One (1) day leave of absence with pay per year shall be granted upon request to a teacher for the purpose of attending the teacher's own graduation ceremonies at a recognized post-secondary institution.

**ARTICLE G.40 LEAVE FOR COMPETITION**

1. Up to a maximum of three (3) days leave of absence per year with pay less cost of teacher-teaching-on-call shall be granted upon request for the purposes of participating in recognized official Provincial, National and International athletic or fine arts competitions.

**ARTICLE G.41 LEAVE FOR ELECTED OFFICE**

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial, or federal election, the teacher upon request, shall be granted leave of absence without pay during the election campaign.
2. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, the teacher upon request, shall be granted long term leave of absence pursuant to Article G.33 Long Term Personal Leave
3. Teachers elected to municipal or regional offices shall be granted upon request, leave of absence, with pay less cost of teacher-teaching-on-call, up to a maximum of ten (10) days per year.

## SIGNATURES

Signed at Langley, British Columbia, this 28 day of June, 2023.



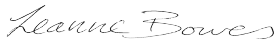
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Brian Iseli, Secretary-Treasurer  
School District No. 35 (Langley)



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Tanya Kerr, President  
Langley Teachers' Association



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



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Clint Johnston, President  
British Columbia Teachers' Federation

## LOCAL APPENDIX A: EVALUATION CRITERIA

The following criteria along with the duties and responsibilities of teachers outlined in the “School Act” and “School Act Regulation” should be the areas addressed in the “report on teacher.”

1. The teacher seeks knowledge of the social, emotional, intellectual, cultural and physical characteristics of the pupils whom they teach with the objective of furthering their educational growth.
2. The teacher:
  - a. plans with definite purposes and clear objectives in mind
  - b. communicates these purposes and objectives to the students;
  - c. establishes appropriate procedures for assessing, recording pupil performance and reporting this performance to parents.
3. With due consideration for individual difference, the teacher works to involve students in experiences and activities designed to develop skills and stimulate thought.
4. The teacher uses instructional techniques that promote questioning, speculation and originality.
5. The teacher works at keeping their knowledge current and their teaching techniques effective in the subject areas they undertake and agrees to teach.
6. The teacher practices classroom management suitable to the growth and development of the pupil.
7. The teacher as a member of the staff participates in the development and implementation of the philosophy and practices of the school and works in cooperative ways with colleagues to promote the welfare of pupils.
8. The teacher fosters a climate of mutual respect between themselves and their pupils.
9. The teacher cooperates with colleagues and associated personnel in utilizing existing educational services and resources for the benefit of the pupils.

**LOCAL LETTERS OF UNDERSTANDING/INTENT**

**LOCAL LETTER OF UNDERSTANDING No. 1: REPORT CARDS**

**BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT # 35 (LANGLEY)**

**AND**

**THE LANGLEY TEACHERS' ASSOCIATION**

The Board recognizes the amount of time and effort required in the preparation of reporting forms. To this end the Board will require preparation of reporting forms as follows:

1. Interim reports, in the present format or a format developed by the school staff, will be issued in elementary schools in October. In secondary schools, interim reports in the present format or a format developed by the school staff will be issued for all grade 8 students in October and such reports will be provided to teachers with basic student information completed. All other interim reports are at the discretion of the teacher at both the elementary and secondary levels. However, the Board encourages reports at any time on any child having difficulty.
2. The Board will endeavour to provide teachers with the basic student information on the elementary October interim reports.
3. At the elementary level three formal reports will be issued per year.
4. At the secondary level three formal reports will be issued per year.

Original signed by:

Paul Makortoff  
For the Board For the Union

Original signed by:

Diane Gorton

October 18, 1993  
Date

October 18, 1993  
Date

**LOCAL LETTER OF UNDERSTANDING No. 2: DISCIPLINE AND DISMISSAL FOR MISCONDUCT**

**BETWEEN**

**THE BOARD OF EDUCATION  
SCHOOL DISTRICT #35 (LANGLEY)**

**AND**

**THE LANGLEY TEACHERS' ASSOCIATION**

Further to the discussion we had about Article C.27 Discipline and Dismissal for Misconduct, during our negotiating meeting of November 26, 1992, the Board and the Union agree as follows:

1. Complaints regarding the misconduct of a teacher normally arise either directly from the student(s) involved or indirectly from a third party, such as the parent(s) or fellow students of the student involved.
2. Where the person directly involved makes the complaint and a decision is made to investigate, the teacher and the L.T.A. will be notified in accordance with Article C.27.2.
3. If a complaint is raised indirectly by a third party, it will be necessary for the Board to clarify and confirm the basis of the complaint with the student directly involved before deciding an investigation is necessary. Confirming and clarifying a third party complaint with the student involved may occur prior to the teacher and the Union being notified of the Board's intention to investigate under Article C.27.2.
4. Where a complaint does not lead to an investigation and the teacher has not been informed of the alleged complaint to that point, they will be so informed.

No disciplinary action can be taken without an investigation.

Original signed by:

Paul Makortoff  
Board of Education of  
School District #35 (Langley)

October 18, 1993  
Date

Original signed by:

Diane Gorton  
The Langley Teachers' Association

October 18, 1993  
Date

## LOCAL LETTER OF UNDERSTANDING No. 3

### LOCAL LETTER OF UNDERSTANDING: SETTLEMENT OF ARTICLE D.2: MAINSTREAMING AND INTEGRATION

BETWEEN

THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT #35 (LANGELY)

AND

THE LANGLEY TEACHERS' ASSOCIATION

#### **RE: Settlement of Article D.2: Mainstreaming and Integration**

1. Definitions of “special needs” students

“Special needs” students referred to in Article D.2 shall be those categories of student described in the current Ministry of Education Guidelines. In the event that any additional categories result from the reissuing or amending of Ministry Guidelines, they will be included in the definitions of special needs.

The above definition shall apply wherever the term “special needs” appears under Article D.2.

2. Resources for students who are not special needs students in accordance with the definition in paragraph 1. above.

- a) Where a student is referred to the school based team under clause D.2.1, the school based team shall, where applicable, make the determinations described in Clause D.2.1.(b)(i-iii) inclusive.
- b) The school based team shall also determine the resources, if any, required for the student.
- c) The School Board shall provide the resources determined by the school based team under paragraph 2(b) unless it is not possible for the Board to do so.

3. School Based Team

- a) The school based team shall normally include the school administrative officer, the school learning assistance teacher, a classroom teacher, a school counsellor, a resource teacher and where appropriate District support personnel
- b) Where possible, the school based team shall meet within the (1) working days of a referral for purposes of paragraph 2 above. Schools will attempt to schedule these meetings on a variety of days in the week to ensure that teachers on call are available. In the event that such a meeting cannot be scheduled within ten (10) working days the principal shall, in consultation with the school based team, provide temporary assistance until such time as the school based team is able to meet.
- c) In order to provide school based teams the release time to meet for the purposes of paragraph 2 above, the Board shall establish a District fund equivalent to the cost of 2 F.T.E. teachers on call for the equivalent of one day per month for each school. A school based team shall access this fund to cover the cost of release time. It is recognized that a school based team may determine that more or less release time per month is necessary. The Board and the Union will form a committee of two (2) representatives each to develop procedures for accessing and administering the fund. (a recent arbitration outcome has determined the exact number of TTOCs required over a school year and how they are scheduled)
- d) Students referred by the school based team to Support Services for the purpose of identification pursuant to paragraph 1 shall be assessed within one (1) month of the referral, unless the District support staff require additional time to access other resources in order to complete the assessment.

[Note: Cross-references have been updated – 2023 – formally Article 82]

**LOCAL LETTER OF UNDERSTANDING No. 4**

**Between:**

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

**AND**

**School District #35 Langley Board of Education "Board"**

**AND**

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

**AND**

**Langley Teachers' Association "Local"**

**Re: Plans of Assistance**

1. In accordance with Article C.29.13.b, Plans of Assistance are provided in the event of a Less than Satisfactory Report. In addition, in principle with a fair opportunity to adjust or change aspects of performance, Plans of Assistance can also be provided any time during the evaluation process.
2. The Board will facilitate a Plan of Assistance developed by the teacher and the evaluator, with the assistance of the Union and the Board. The Plan will be based on criteria selected from Appendix A and identified by the Evaluator as aspects of performance needing support. As part of developing the Plan of Assistance, the parties will seek a shared and common understanding of the aspects of performance upon which the plan is based.
3. A Plan of Assistance will be a positive helping process designed to improve quality of instruction and will include time for discussion, observation, experimentation, demonstration and self-analysis. The parties agree to continue current practice which may include:
  - Release time
  - Leave of absence
  - A peer mentor
  - Opportunities to observe
  - Participation in workshops, conferences, programs, in-service
  - Professional development, course of study
  - Provision of learning and/or teaching resources, teaching supplies and professional materials
  - And other assistance, as agreed.

Date of Signing

For BCPSEA: \_\_\_\_\_

For the BCTF: \_\_\_\_\_

For the Board: \_\_\_\_\_

For the LTA: \_\_\_\_\_



## **Memorandum of Agreement**

**Between:**

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

**AND**

**School District #35 Langley Board of Education "Board"**

**AND**

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

**AND**

**Langley Teachers Association "Local"**

### **Re: Middle School Program**

Whereas the Board and the Local are desirous of entering into a Memorandum of Agreement which shall govern the implementation of new Middle School programs;

Whereas the Board and the Local acknowledge that providing teachers with common planning time and an opportunity for team teaching will assist teachers to support middle school learners;

It is agreed that this Memorandum of Agreement will codify the collective agreement terms and conditions with respect to the implementation and operation of Middle School programs in S.D. No. 35. To this end, the parties agree that the following provisions govern the operation of the Middle School programs and the Collective Agreement is amended as indicated.

Middle school programs in SD No. 35 are organized to include Grades 6, 7 and 8 as a stand-alone Middle School or as a school within a secondary school. Where other configurations are approved by the Board, the Board and the Local will meet, prior to implementation, to negotiate amendments to this agreement, as needed, pursuant to Article D.5

## ARTICLE D.20 Weekly Instructional Assignment

D.20.1 Instructional assignment shall be defined as time during the school day for instructional purposes assigned to teaching courses and lessons, including time assigned to study periods. (*Current provision*)

### D.20.2 Instructional time:

Pursuant to the School Calendar Regulation established by legislation and regulation:

(a) Elementary School: *Current elementary provision*

(b) Middle School:

The maximum weekly instructional time for a full-time middle school teacher shall be 1352 minutes per week. A minimum of an additional 193 minutes per week shall be provided for purposes of preparation, which shall include a minimum 39 minutes per week team-directed common planning time.

(c) Secondary School: *Current secondary provision*

D.20.3 The instructional time for part-time teachers shall be pro-rated. (Current provision)

### D.20.4 Duration of the School Day:

Elementary School: *Current elementary provision*

### D.20.5 Duration of the School Day:

Middle School:

In a middle school, the duration of the school day shall not exceed 6 hours and 30 minutes inclusive of:

- i. Instructional time, time for students to change classrooms and preparation time (the sum total not to exceed 5 hours and 30 minutes).
- ii. A regular noon intermission

### D.20.6 Duration of the School Day:

Secondary School: *Current secondary provision*

D.20.7 Part-time assignments shall be scheduled in consecutive teaching blocks. (Current provision D.20.6)

D.20.8 Preparation time shall be scheduled in blocks of no less than 30 minutes in duration unless requested otherwise by the teacher in writing. (Current provision D.20.7)

D.20.9 Part-time teachers of .375 F.T.E. or more, shall receive pro-rated preparation time based upon their time of assignment. (Current provision D.20.8)

**ARTICLE E.21 Posting Vacant Positions**

E.21.4 Vacancies for positions of Department Head/Team Leader are required only to be posted in the school which has the vacancy.

**ARTICLE B.20 Allowances for Positions of Special Responsibility**

B.20.6 Team Leaders shall be paid an allowance, in addition to placement on scale, of \$2809 per annum.

In addition to the amendments to the Collective Agreement as set out above, the parties agree to the following implementation provision:

- Two Teacher Transition Implementation Support release days will be provided in the first school year of Middle School Implementation and two Teacher Transition Implementation Support release days will be provided in the second school year of Middle School Implementation, at the Board’s expense. One day is for the purpose of inservice related to Middle School, as determined by administration in consultation with the Middle School teachers, and one day is for the purpose of Common Team Planning, as determined by the team.

The Board and the Local will oversee the implementation of this Memorandum of Agreement.

This Memorandum of Agreement shall take effect September 1, 2008.

Date of Signing May 28, 08

For the BCPSEA “Jacquie Griffiths”

For the BCTF “Jim Iker”

For the Board “Jennifer Canas”

For the LTA “Sharon von Hollen”

# **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

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

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

**Housekeeping – Form Issues**

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

**Section A – The Collective Bargaining Relationship**

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

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

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

14. Payment of Teacher Regulation Branch and other professional fees
15. Benefits – general information and benefits management committee
16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

### **Section C – Employment Rights**

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



## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

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

**January 22, 2021 - Provincial Matters**

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

**Appendix 2 – Local Matters**  
**Housekeeping – Form Issues**

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

**Section A – The Collective Bargaining Relationship**

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

**Section B – Salary and Economic Benefits**

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

### **Section C – Employment Rights**

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

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

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

### **Section E – Personnel Practices**

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

6. No Discrimination
7. Multiculturalism
8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum A)
10. Parental Complaints, Public Complaints

### **Section F – Professional Rights**

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

### **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.

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

**Unpaid Leave In The Designation Of Provincial and Local Matters**

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

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

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

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

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

Dated this 7<sup>th</sup> of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“R. Worley”

“K. Halliday”

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**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

Original signed by:

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Jacque Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

**Between**

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

**And**

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

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

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

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**Not Applicable in School District No. 35 (Langley)**

**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. 35 (Langley).**

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

Re: Teacher Supply and Demand Initiatives

Not applicable in SD No. 35 (Langley)

## LETTER OF UNDERSTANDING No. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

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

**LETTER OF UNDERSTANDING No. 7**

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

The following examples are intended to provide further clarification:



Example 1

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

Example 2

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

*Revised with housekeeping March 26, 2020*

## LETTER OF UNDERSTANDING No. 8

**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**  
**AND**  
**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

\_\_\_\_\_  
Alan Chell  
For BCPSEA

\_\_\_\_\_  
March 26, 2020  
Date

\_\_\_\_\_  
Teri Mooring  
For BCTF

\_\_\_\_\_  
March 26, 2020  
Date

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

**LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Provincial Extended Health Benefit Plan**

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

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

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

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.
7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
  - a. Vancouver Teachers' Federation [VSTA, VESTA]<sup>1</sup> / SD No. 39 (Vancouver)

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

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

Agreed to on: November 26, 2012  
*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

**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<br>(subject to reasonable and customary limits<br>as defined by Pacific Blue Cross) | Covered   |

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

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

Not applicable in SD No. 35 (Langley).



**LETTER OF UNDERSTANDING NO. 11**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experienced earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.
7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Article C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).
8. Once transferred, the previous local collective agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).

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

Example:

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

*Original signed by:*

Renzo Del Negro

Jim Iker

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
BCTF

April 22, 2015  
\_\_\_\_\_

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Please Note: This written notice must be provided by the teacher and received by the district no later than November 15<sup>th</sup> of the 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 Memorandum of Agreement has been negotiated pursuant to the Letter of Understanding No. 17 fully and finally resolves all matters related to the implementation of the Supreme Court of Canada's Decision. As such, the Parties acknowledge that the re-opener process set out in Letter of Understanding No. 17 has been completed.

**THEREFORE THE PARTIES AGREE THAT:**

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

### Shared Commitment to Equitable Access to Learning

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

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

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

### Agreement to be Implemented

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

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

4. All language pertaining to learning specialists shall be implemented as follows:
  - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
    - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
    - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
    - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;
    - iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
    - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.

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

**III. PROCESS AND ANCILLARY LANGUAGE**

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

**IV. CLASS SIZE AND COMPOSITION**

**PART 1: CLASS SIZE PROVISIONS**

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

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

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

**PART II – CLASS COMPOSITION PROVISIONS**

Implementation of Class Composition Language

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



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

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

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

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

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

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

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

- School District 10 (Arrow Lakes)
- School District 35 (Langley)

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

Non-Compliance

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

Remedies for Non-Compliance

16. Where a School District has, as per paragraph 14 above, made best efforts to achieve full compliance with the restored collective agreement provisions regarding class size and composition, but has not been able to do so:
- A. For classes that start in September, the District will not be required to make further changes to the composition of classes or the organization of the school after September 30 of the applicable school year. It is recognized that existing “flex factor” language that is set out in the restored collective agreement provisions will continue to apply for the duration of the class.

For classes that start after September, the District will not be required to make further changes to the composition of classes or the organization of schools after 21 calendar days from the

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers’  
Association

British Columbia Teachers Federation

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

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

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

## LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

### Re: Section 53 – Joint Consultation and Adjustment Opportunities

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

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

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

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

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

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

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

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

**AND THE**

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

**Re: Cultural Leave for Aboriginal Employees**

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

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

**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN**

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

**AND THE**

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

**Re: Maternity/Pregnancy Supplemental Employment Benefits**

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

Discussions will take place prior to June 30, 2020.

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Early Career Mentorship**

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



**LETTER OF UNDERSTANDING NO. 17**

**BETWEEN**

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

**AND THE**

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

**Re: Potential Grievance Resolution**

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

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