

Working Document – SD 44

PROVINCIAL AND LOCAL
MATTERS AGREEMENT
(COLLECTIVE AGREEMENT)

BETWEEN

THE BRITISH COLUMBIA PUBLIC
SCHOOL EMPLOYERS' ASSOCIATION
(SCHOOL DISTRICT #44)

AND

THE BRITISH COLUMBIA
TEACHERS' FEDERATION
(NORTH VANCOUVER TEACHERS' ASSOCIATION)

JULY 1, 2019

TO

JUNE 30, 2022

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the Public Education Labour Relations Act, as those terms and conditions are applicable to this school district. In the event of dispute, the original source documents would be applicable.

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A. GENERAL PROVISIONS (LOCAL)

1. The purpose of this Agreement is to:
 - a. establish and maintain orderly contract administration procedures between the Board and the Association;
 - b. establish the terms and conditions of employment of all employees to whom this Agreement applies;
 - c. establish procedures for the settlement of disputes which may arise as to the application and/or the interpretation of this Agreement.
 - d. promote mutually respectful working relations between the Board and the Association and all employees.
2. This Agreement shall be governed and construed according to relevant provincial and federal statutes. If any provision of this Agreement, or any application of this Agreement, to any employee covered hereby shall be found contrary to law, the relevant statute shall prevail.
3. Terms used in this Agreement, defined in the *School Act*, and *School Act Regulations*, the *Labour Relations Code*, and other relevant statutes, shall have the meanings as defined in those statutes.

B. DEFINITIONS (LOCAL)

1. The use of one gender in this Agreement shall include the others and the singular include the plural, unless the sense of the provisions provides otherwise.
2.
 - a. The term “Agreement” shall mean this entire Collective Agreement.
 - b. PCA shall mean the Provincial Collective Agreement.
3. The terms “Association” and “Local” shall mean the North Vancouver Teachers’ Association.
4. The terms “Board” and “Employer” shall mean the Board of Education, School District No. 44 (North Vancouver). It is understood that the Board designates and delegates all administrative functions to the superintendent and other administrative staff.
5. The term “teacher” shall take its meaning from the definition in the *School Act*.
6. The term “employee” shall mean all teachers and associated professionals in the bargaining unit represented by the Association.

7. The term “qualifications” shall mean an employee’s education, certification, training, and experience.
8. The term “associated professionals” shall mean those employees who do not possess teaching certificates, as specified in Articles A.2 (Recognition of the Union) and B.27 (Associated Professionals) of this Agreement.
9. The term “days” shall mean calendar days unless specifically defined in this Agreement.
10. The term “administrator” shall mean principal, vice principal, or Superintendent designate.

In the event of a difference in interpretation of a word or term in this Collective Agreement, a representative of the Board and the Association shall meet in an attempt to resolve the question of interpretation.

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.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).

- ii. The parties may agree to another designation which is consistent with the Public Education Labour Relations Act.

ARTICLE A.2 RECOGNITION OF THE UNION

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

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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

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

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

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

Note: See Article A.7.3 for local provisions.

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.

Local Provisions

3. Expedited Arbitration

- a. i. Any local matters grievance that has not been resolved after Step Three may be referred to expedited arbitration by the Association.

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.

Local Provisions

5. A leave of absence with pay shall be provided, upon request, for up to six (6) authorized representatives of the Association for the purpose of preparing for and conducting Collective Agreement negotiations. The cost of teachers teaching on call shall be paid by the Board to an accumulation of thirty-five (35) days per representative in any one set of negotiations.
6. Beyond thirty-five (35) days per representative, a leave of absence for the purpose of conducting negotiations with pay shall be provided upon request. The cost of a teachers

teaching on call shall be shared fifty percent (50%) by the Board and fifty percent (50%) by the Association.

ARTICLE A.9 LEGISLATIVE CHANGE

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

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

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

ARTICLE A.20 EXCLUSIONS FROM BARGAINING UNIT

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The Board shall inform the Association of all new positions offered in the District and submit to the Association a written position description of the new position.
3. Newly created positions similar to those currently in the bargaining unit, or covered by the Association’s Certificate of Bargaining Authority, shall be included in the bargaining unit.
4. If there is no agreement as to the application of Article A.20.3, the matter may be referred to the step in the Grievance Procedure immediately preceding Arbitration.

ARTICLE A.21 NO CONTRACTING OUT

1. The Board shall not contract out educational services or any other duties that consist of the type and kind of work that would normally and regularly be performed by members of the bargaining unit, except where there is mutual agreement between the Board and the Association. All work performed by members of the bargaining unit as part of their duties and responsibilities shall continue to be performed only by members of the bargaining unit.
2. Services currently provided by external agencies, groups, or individuals, that are outside of the duties of teachers, will remain in place unless discontinued by the Board or altered by mutual agreement between the Board and the Association.
3. It is acknowledged that the Board operates other programs in Continuing Education outside the scope of the bargaining unit certificate. Where components of these programs consist of the type and kind of work performed by members of the bargaining unit, the components shall be carried out by NVTA members. The term “component” is defined as planned blocks of classes in which the work is covered by the bargaining unit certificate.

ARTICLE A.22 TEACHER ASSISTANTS

1. All teacher assistants hired to assist teachers in carrying out their responsibilities and duties, shall be under the employment supervision of an administrator and the immediate instructional supervision of teachers.
2. Teacher assistants shall not assume the direct instructional responsibility for designing or providing 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 any instructional responsibility while a teacher is absent from the classroom.
4. Teacher assistants shall not be used as alternatives for:
- a. qualified teachers;
 - b. teachers teaching on call;
 - c. lowering the pupil/teacher ratio or reducing class size, except as provided for in Article D.1. (Class Size and Teacher Workload)

ARTICLE A.23 NO STRIKE/LOCKOUT

1. There shall be no strike or lockout during the term of this Agreement.
2. In the event an action is taken which is mutually determined to be a violation of this Article, the Association and the Board shall instruct their members and administrators respectively who may be involved to comply with the terms of this Agreement.

ARTICLE A.24 PICKET LINE PROTECTION

All employees covered by this Agreement:

1. who fail to cross a picket line established in keeping with the requirements of provincial statute law shall be considered to be absent without pay. No disciplinary action other than a commensurate salary adjustment shall be taken by the Board;
2. shall not be directed by the Board to do work or carry out duties normally performed by Board employees locked out or engaged in a legal strike.

ARTICLE A.25 MANAGEMENT RIGHTS

The Association and the Board recognize the responsibility and right of the Board to manage and operate the district in accordance with its responsibilities and commitments in a fair and reasonable manner. It is further agreed that the Board has all other residual rights of management which are not specified in this Agreement, and that the Board may exercise these rights provided that they are not contrary to legislation or this Agreement and its intent.

ARTICLE A.26 EMPLOYEE PROFESSIONAL AUTONOMY RIGHTS

Employees, consistent with the requirements of the prescribed and authorized educational programs and generally accepted educational practice, shall have individual professional autonomy in determining the methods of instruction, methods of consultation, student evaluation and assessment techniques, and the planning, presentation, and evaluation of the educational program materials for the students to whom they are assigned and for whom they are responsible.

ARTICLE A.27 PREPARATION AND DISTRIBUTION OF AGREEMENT

The Board and the Association agree to provide a unionized printer with a copy of the current Agreement within sixty (60) calendar days of ratification by both parties, excluding the summer break as defined in Article D.22 (Regular Work Year for Employees). Within ten (10) calendar days of delivery from the printer, the Board shall provide a copy of the Agreement to all employees. These time limits may be extended with the mutual agreement of the parties. The Association will pay for fifty percent (50%) of the cost of the reproduction of the Agreement.

ARTICLE A.28 ASSOCIATION OFFICERS' LEAVE

1. The Board shall grant a full time or part time leave of absence to employees elected as officers of the Association for a period of one (1) year. An application for leave must be made in writing to the Superintendent or designate by June 7 of the school year prior to the school year in which the leave is being requested.
2. In cases where the June 7 notification cannot be met, such leaves shall be granted provided at least one (1) month's notice is given.
3. The Board shall continue to pay these officers their salary and to provide benefits as specified elsewhere in this Agreement, provided the Association reimburses the Board for such salary and benefit costs upon receipt of a monthly statement.
4. For the purposes of pension, salary increment experience, sick leave and seniority credit, these officers shall be deemed to be in the full employ of the Board. The Association shall inform the Board of the number of days or partial days that they were absent from Association duties due to illness. Such sick leave shall be deducted from their accumulated sick leave credits.
5. An officer, upon return from leave, shall be assigned to the same or, if the position no longer exists, a comparable position to the one held prior to the leave.

ARTICLE A.29 LEAVE FOR GRIEVANCE/ARBITRATION

A leave of absence with pay shall be provided, upon request, to authorized representatives of the Association for the purpose of attendance at grievance meetings or arbitration hearings as specified in Article A.6 (Grievance Procedure) in this Agreement. The cost of the teacher teaching on call shall be paid by the Association.

ARTICLE A.30 RIGHT TO REPRESENTATION

1. An employee shall have the right to be accompanied by a representative of the Association at a meeting between that teacher and an administrator if:
 - a. the meeting is or may become discipline related, in which case a representative of the Association shall be present; or
 - b. an employee or the administrator has reasonable cause to believe that a representative of the Association should be present.
2. The employee or the administrator shall have the right to suspend the meeting until a representative of the Association is present.

ARTICLE A.31 SCHOOL STAFF REPRESENTATIVES

1. The Association school staff representative(s) shall have the right to represent the interests of the Association to the school administration and shall:
 - a. be relieved of instructional duties with no loss of pay, to be present, when required, at any meeting between an administrator and an employee in the school district;
 - b. be relieved of instructional duties with no loss of pay in order to investigate or participate in grievances or arbitration; and
 - c. have access to clerical staff support.
2. The Association shall provide to the Board, upon request, a list of all school staff representatives and chief staff representatives at each work location.

ARTICLE A.32 NVTA SCHOOL STAFF COMMITTEES

1. The Board and the Association recognize the right of a school staff to form an NVTA Staff Committee.

2. The NVTA Staff Committee may study and make recommendations to the school administration on any matters of concern to the staff.
3. The NVTA Staff Committee shall have access to the school block budget information and other school district policies and regulations.
4. The school administration shall consider all recommendations made by the NVTA Staff Committee and will provide a response with reasons in an appropriate manner. Such responses shall be provided in a timely manner. Normally the school administration shall respond within seven (7) working days. In the case of a longer time frame being required, the administration shall provide the response no later than fifteen (15) working days after the recommendations are received.

ARTICLE A.33 ACCESS TO WORK SITE/USE OF SCHOOL FACILITIES

1. Members and authorized representatives of the Association shall have access to and the authority to use district owned physical assets during all reasonable hours for the conduct of Association business, subject to the following conditions:
 - a. prior authorization of the appropriate administrator is obtained, which authorization shall not be unreasonably withheld; and
 - b. use is without charge except for out-of-pocket expenses, if any; and
 - c. the educational program is not unduly interfered with.
2. The Association shall use staff rooms or other suitable meeting places when required for Association business with informal prior notice to the appropriate administrator.

ARTICLE A.34 BULLETIN BOARDS

The Association shall have the right to post notices of activities and matters of Association concern on existing Association bulletin boards, at least one (1) of which shall be provided in each existing and new building in areas frequented by bargaining unit members. The Association shall be responsible for material it posts on Association bulletin boards.

ARTICLE A.35 INTERNAL MAIL

1. The Association shall have access for the purpose of communication to bargaining unit members:
 - a. to the mail service regularly provided by the district;

- b. to employee mail boxes; and
 - c. to a school facsimile machine.
2. This access is free of charge.
 3. The Board shall not be held responsible for the loss of Association materials handled by its internal mail services.

ARTICLE A.36 ACCESS TO INFORMATION

1. The Board, upon request by the Association, agrees to furnish to the Association or its designated representative, within five (5) days, all prepared information of a public nature. This includes annual financial reports, audits, budgets, preliminary and final fiscal frameworks, and statements of final determination.
2. The Board shall also provide to the Association within five (5) days of a request, all accessible information on:
 - a. employee information, including a list of employees covered by this Agreement, showing their names, addresses, phone numbers, grid placement, allowances, seniority and assignment;
 - b. public agendas and minutes of all Board meetings and all attachments as are provided to the public;
 - c. employee staffing entitlements for each school, special education aide staffing entitlements for each school, class sizes for each school, a list of students with special needs enrolled in each school, the amount of release time provided for each class over the class size limits, student enrolments by grade for each school, educational leadership allotments for each elementary and secondary school; and
 - d. other information which the Association reasonably requires to fulfill its role as the exclusive representative of employees in the administration of this Collective Agreement. In case of a dispute regarding what other information is required by the Association, the matter may be referred to expedited arbitration for resolution.
3. Notification of a “Less than Satisfactory Report” will be made to the President of the Association within five (5) days after its issuance.
4. Notification of job postings, transfers, hirings, resignations, retirements, deaths, discharges and suspensions will be made to the Association within five (5) days of their issuance.

5. The Board may request an extension of the time limits to fifteen (15) days, which shall not be unreasonably denied by the Association.

ARTICLE A.37 NEW EMPLOYEE ORIENTATION

1. All employees new to the staff of the Board shall receive within the first thirty (30) days of commencing duties, an orientation provided by the Board and the Association.
2. The orientation shall acquaint employees with the basic operation and services of the school district and their rights and responsibilities under the Collective Agreement.
3. The Board shall provide release time for the employees new to the staff of the Board to attend staff orientation.
4. Expenses of the orientation shall be borne by the Board.

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 Article 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 Article 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.

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. (Note: See Article B.2.8 for superior provisions.)
6. Rate of Pay:
 - a. An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

Local Provisions

7. Rates of Pay for Non-Certificated Teachers Teaching on Call

An employee without a valid B.C. Professional Certificate shall be paid:

- a. 1/260 of Category 4(PC) (0) for each day worked, plus vacation pay and pay in lieu of benefits.

- b. An employee who substitutes for more than three (3) continuous days shall be paid at the appropriate regular scale placement (1/189) for each day worked retroactive to the first day of the assignment, plus vacation pay and pay in lieu of benefits.

8. Pay Periods, Vacation Pay, and Pay in Lieu of Benefits

The Board shall, at least semi-monthly and not later than eight (8) days after each pay period, pay to each teacher teaching on call, all wages earned for the pay period plus eight percent (8%) for vacation pay and for pay in lieu of benefits.

9. Non-instructional Days

- a. An employee who substitutes for more than five (5) continuous days in the same assignment shall have non-instructional days, occurring during that assignment, counted as a day of work.
- b. Non-instructional days occurring during the first to fifth day of a teacher teaching on call's assignment shall count as a day of work if the employee is requested to attend.

10. Call-Out

- a. A teacher teaching on call assigned for a half day or a full day shall not be paid less than the half day or full day pay, respectively.
- b. No assignment shall be for less than one half (1/2) of a day.

11. Continuous Assignment

Placement on scale and assignment of a teacher teaching on call who has substituted for more than five (5) continuous days shall not be jeopardized by:

- a. a non-instructional day;
- b. a strike or lockout;
- c. the teacher teaching on call's illness or accident;
- d. a Board initiated school closure; or
- e. the return of an employee who subsequently is absent within two (2) working days.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B.3 does not apply in School District No. 44 (North Vancouver).

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. The proportionate share in School District #44 (North Vancouver) is fifty-five percent (55%).

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

1. In this Article:
 - a. “the BCTF Plan” means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;

 - b. “alternative plan” means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.

2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.

3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.

4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

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

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

1. The employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.
2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

Local Provisions

3. Reimbursement of Personal Property Losses

The Board will reimburse its employees for personal property losses sustained as a result of theft and/or vandalism while on assignment for the district up to a maximum of two-hundred dollars (\$200) per incident providing that:

- a. the loss was in excess of ten dollars (\$10);
- b. the incident was insured by the claimant;
- c. the claim is made in writing to the Superintendent or designate supported by satisfactory evidence of co-insurance and of loss;

- d. the appropriate administrator reports that the loss was sustained while on assignment for the Board.

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 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
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 31st 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.

Local Provisions

11. Canada Savings Bonds Payroll Deduction

The Board shall offer a Canada Savings Bonds (CSB) Payroll Deduction (non-RRSP) Plan for any employee who elects to enroll for contributions by the annual campaign deadlines. Provided the enrolled employee is in receipt of sufficient salary, the employee agrees to contribute based on the terms and conditions allowed under the Plan a fixed amount not less than ten dollars (\$10) from each payroll during the contribution period. The Board will remit such funds to Canada Investment and Savings (CIS) or its agent, the Bank of Canada, based on terms and conditions allowed by the Plan. Enrolled employees may decrease or cease contributions to the Plan effective the first payroll following the date the Board receives a completed change form provided such request is received prior to the payroll close off. Enrolled employees may increase their contributions to the Plan once a year only, in the Fall or by the annual campaign deadlines. The Board accepts no responsibility for employee contributions duly remitted to the Plan.

ARTICLE B.9 PAY PERIODS

PCA Articles B.9.1 through B.9.3 do not apply in School District No. 44 (North Vancouver). See Article B.9.4.

Local Provisions

4. Pay Periods

Employees shall be paid their annual salary in installments by electronic deposits in the middle and at the end of each month, September through June inclusive. Where the middle or end of the month falls on a Saturday, Sunday or statutory holiday, the payment shall be made on the preceding weekday.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

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

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class

002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

PCA Article B.10.4 does not apply in School District No.44 (North Vancouver).

Local Provisions

5. Employees who must use a car in the conduct of their duties and who require business auto insurance, may claim, upon submission of evidence of having purchased such coverage, an additional seventeen dollars (\$17) (12 month basis) on their monthly travel expense statement.

ARTICLE B.11 BENEFITS

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

Local Provisions

5. General Benefits Information

- a. The Board shall provide each new employee with an application or enrolment form for participation in the medical, dental, extended health, and group life insurance plans.
- b. The Board shall advise employees annually in writing, within sixty (60) days of commencement of duties, of benefit plans available to employees, of the cost of those plans, and of plans in which the employee is enrolled.

- c. The Board shall provide to each employee covered by this Agreement, information, and advice where requested and appropriate, about the benefit plans covered by this Agreement. It is understood that the Board incurs no liability concerning this advice.
6. **Benefit Plans Information and Changes [Not applicable to the Provincial Extended Health Benefit Plan. See Article B.11.2 and LOU No. 9]**
- a. The Board shall provide the Association with a copy of all available master employee benefit plans, and shall provide to the Association a copy of all available financial/actuarial statements for all benefit plans.
 - b. Where it is within their control, coverage under these plans shall not be altered or amended nor the carrier changed without prior agreement between the Board and the Association. With respect to a change in carrier, agreement from either party will not be unreasonably withheld.
7. **Benefit Coverage**
- a. **General Conditions**
 - i. The Board shall ensure that benefits begin from the starting date of employment or the earliest date of eligibility for coverage.
 - ii. Benefit coverage shall be extended to the end of the next teaching month following a deduction of premiums.
 - b. **M.S.P. and Provincial Extended Health Benefit Plan**
 - i. The Board shall pay one hundred percent (100%) of the premium costs of the M.S.P. and Provincial Extended Health Benefit Plans for employees who elect to participate in such a plan.
 - ii. It is agreed that for the purposes of claiming future and retroactive reimbursement under Article B.11.7.b.i, an employee and/or dependant will be required to provide receipts for expenses incurred.
 - c. **Dental Plan**
 - i. The Board shall pay eighty percent (80%) of the premium costs of a dental health plan underwritten by Pacific Blue Cross, for each employee who elects to participate in the plan. Eligible employees new to the staff shall join the plan as a condition of employment, unless covered by a bona fide dental health plan.

- ii. The Plan shall include the following coverage:
 - (1) 80% of Part A basic service. Effective July 1, 2018, Part A “Basic” coverage is 85% as per the provincial minimum;
 - (2) 50% of Part B prosthetic appliance, crown and bridge. Effective July 1, 2018, Part B “Major” coverage is 60% as per the provincial minimum;
 - (3) 50% of Part C orthodontics, with no limit. Effective July 1, 2015, Part C “Orthodontics” coverage is 75% as per the provincial minimum.

d. **Group Life Insurance**

The Board shall pay seventy percent (70%) of the premium costs of the present BCTF/BCSTA Group Life Insurance Plan B for each full time and part time employee of the Board.

e. **BCTF Voluntary Group Life Insurance**

The Board shall administer the present BCTF Voluntary Term Life Insurance Plan, Dependant Term Life Insurance, and Accidental Death and Dismemberment Insurance and deduct the monthly premium from those employees participating in the plan, at no additional cost or risk to the Board.

f. **Employee Assistance Program**

- i. The Board and the Association support, in principle, an Employee Assistance Program;
- ii. The Board will pay 100% of the cost of the Program, which is currently administered by a Tripartite Committee composed of the Board, the NVTa and CUPE representatives;
- iii. Participation in the Employee and Family Assistance Program shall be confidential and shall be by self referral only.

g. **Death Benefits**

- i. In the event of the death of an employee who, at the time of death has been employed by the Board continuously for six (6) months, the Board shall pay one (1) month's 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. The death benefit shall be paid within one (1) month of the death.

- ii. The Board shall continue to provide the medical, extended health, dental benefits and Employee and Family Assistance Program to the dependants of the deceased employee for a period of six (6) months after the death of the employee. Such continuation shall be paid in full by the Board. The dependants shall be notified in writing of the terms of this provision when severance and other benefits are paid.

ARTICLE B.12 CATEGORY 5+

3. 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 PLACEMENT ON SCALE

- 1. Employees shall be placed on the salary schedules as per Article B.21 (Salary Schedules) according to their qualifications and experience, except where specifically provided for elsewhere in this Agreement.
- 2. The salary categories are established in accordance with years of preparation and certification. Years of preparation include at least one (1) year of professional teacher education.

The placement on scale shall be as follows:

<u>Category</u>	<u>Certification</u>	<u>Years of Preparation</u>
4	Letter of Permission	variable
4	First Nations Language Teacher Certificate	variable
4	Developmental Standard Term Certificate	variable
4	EB or Licence to Teach	2
4	EA or Standard Teacher Certificate	3
4	PC or Professional Teaching Certificate	4
5	PB/SB or Professional Teaching Certificate	5
5+	TQS Category 5+ assignment pursuant to Article B.12 applies	
6M	PA with Master’s Degree or Professional Teaching Certificate (P)	6-7
7	Category 6M plus a Doctorate (P)	7

3. Teaching experience shall be evaluated in accordance with Article B.22 (Experience Recognition) of this Agreement.
4. Placement on the salary grid shall be determined in accordance with experience and with the category assigned by the Teacher Qualification Service (TQS), unless otherwise provided for in this Agreement.
5. Employees moved from former salary Categories 2 and 3 into Category 4 as of July 1, 1991, shall continue to earn increments within salary Category 4.
6. Employees with a valid Vocational Instructor's Diploma shall be assigned to the salary scale as determined by their Teacher Qualification Service rating and clauses in this Article, including:

Where the employee can demonstrate to the satisfaction of the Joint Salary Appeal Committee that:

- a. their job specialty training could not be acquired in the manner specifically required by TQS for the granting of the TQS category placement requested by the applicant; and
- b. their job specialty training should be equated to years of university training in excess of that granted by TQS.

The Joint Salary Appeal Committee may place the employee on the salary scale at the position of one (1) category above the TQS certification of the employee.

7.
 - a. At the time of appointment the Board shall advise the employee, in writing, of the documentation required to establish initial scale placement.
 - b. The Board shall notify the employee, in writing, of the initial category and experience placement that has been assigned, and of the right to appeal their placement to the Joint Salary Appeal Committee.
8. Upon receipt of documentation which establishes a salary category different from that in which the teacher was initially placed, a salary adjustment shall be effective retroactive to the time of initial placement.
9. A Joint Salary Appeal Committee shall be formed for the purpose of reviewing any employee's appeal regarding the employee's:
 - a. placement on scale;
 - b. experience recognition;
 - c. trade, technical or work experience; or
 - d. changes in certification.

The Joint Salary Appeal Committee shall consist of two (2) representatives of the Board and two (2) representatives of the Association.

In the event the matter is not satisfactorily resolved and the employee wishes to appeal, the Grievance Procedure shall apply.

10. Scale Alteration: Category 7

- a. Employees with Category 6M certification and an earned Doctorate recognized by the Association of Universities and Colleges of Canada or Regional Accreditation Agency in the U.S.A. shall receive an additional annualized allowance to that received on Category 6M as follows:

Effective July 1, 2019	\$1,919
Effective July 1, 2020	\$1,967
Effective July 1, 2021	\$2,006

- b. This amount shall be adjusted annually by the percentage which is the average of the percentages by which the minima and maxima of each of the scales 4 to 6M have been adjusted to the nearest tenth of one percent, and the allowances so determined shall be adjusted to the nearest dollar.

ARTICLE B.21 SALARY SCHEDULES

The salaries of the employees in the service of the Board, and a salary schedule applicable thereto, shall be the salaries and schedules hereinafter set forth.

Note: See Article B.1 for percentage increases.

SALARY SCHEDULE

Effective July 01, 2019 – June 30, 2020

Years of Experience	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,836	\$ 51,308	\$ 55,095	\$ 56,425
1	\$ 50,187	\$ 54,325	\$ 58,472	\$ 59,796
2	\$ 52,538	\$ 57,342	\$ 61,850	\$ 63,167
3	\$ 54,890	\$ 60,360	\$ 65,226	\$ 66,538
4	\$ 57,241	\$ 63,376	\$ 68,603	\$ 69,909
5	\$ 59,592	\$ 66,393	\$ 71,980	\$ 73,279
6	\$ 61,944	\$ 69,410	\$ 75,357	\$ 76,650
7	\$ 64,295	\$ 72,426	\$ 78,734	\$ 80,021
8	\$ 66,646	\$ 75,444	\$ 82,110	\$ 83,392
9	\$ 68,998	\$ 78,460	\$ 85,488	\$ 86,763
10	\$ 73,133	\$ 83,515	\$ 91,087	\$ 92,387

Effective July 1, 2020 – June 30, 2021

Category

Years of Experience	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,793	\$ 52,334	\$ 56,197	\$ 57,554
1	\$ 51,191	\$ 55,412	\$ 59,641	\$ 60,992
2	\$ 53,589	\$ 58,489	\$ 63,087	\$ 64,430
3	\$ 55,988	\$ 61,567	\$ 66,530	\$ 67,868
4	\$ 58,386	\$ 64,643	\$ 69,975	\$ 71,307
5	\$ 60,784	\$ 67,721	\$ 73,420	\$ 74,744
6	\$ 63,182	\$ 70,798	\$ 76,864	\$ 78,183
7	\$ 65,581	\$ 73,875	\$ 80,308	\$ 81,621
8	\$ 67,979	\$ 76,953	\$ 83,752	\$ 85,060
9	\$ 70,378	\$ 80,030	\$ 87,198	\$ 88,499
10	\$ 75,327	\$ 86,020	\$ 93,820	\$ 95,158

Effective July 1, 2021 – June 30, 2022

Category

Years of Experience	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,769	\$ 53,381	\$ 57,321	\$ 58,705
1	\$ 52,215	\$ 56,520	\$ 60,834	\$ 62,212
2	\$ 54,661	\$ 59,659	\$ 64,348	\$ 65,718
3	\$ 57,108	\$ 62,798	\$ 67,861	\$ 69,226
4	\$ 59,554	\$ 65,936	\$ 71,375	\$ 72,733
5	\$ 62,000	\$ 69,075	\$ 74,888	\$ 76,239
6	\$ 64,446	\$ 72,214	\$ 78,401	\$ 79,747
7	\$ 66,892	\$ 75,352	\$ 81,915	\$ 83,254
8	\$ 69,338	\$ 78,492	\$ 85,427	\$ 86,761
9	\$ 71,785	\$ 81,630	\$ 88,942	\$ 90,268
10	\$ 76,834	\$ 87,740	\$ 95,696	\$ 97,061

ARTICLE B.22 EXPERIENCE RECOGNITION

1. Ten (10) months of full time employment or its aggregate equivalent (or a minimum of eight (8) months or its aggregate equivalent in calculating the initial or final year of experience) shall constitute a year of experience for salary increment purposes.
2.
 - i. Periods of full time teaching, part time teaching and on call teaching appointments (the latter as calculated in Article B.22.3) shall be added together on a pro-rata basis for accumulation of aggregate experience credit.
 - ii. Effective September 17, 2014, periods of full time teaching and part time teaching shall be added together on a pro-rata basis for accumulation of aggregate experience credit.
3.
 - i. Teaching days on call, incurred before September 17, 2014, shall accumulate for experience credit with nineteen (19) days equaling one (1) month of experience and one hundred and ninety (190) days equaling one (1) year of experience.
 - ii. Effective September 17, 2014, teaching days on call shall accumulate for experience credit in accordance with Article C.4 (Teacher Teaching on Call Employment), with one hundred seventy (170) full-time equivalent days equal to one (1) year of experience.
4. Increments shall be applied on the first of the month following the month in which a year of aggregate experience is earned.
5. Increments shall not be denied nor delayed due to a Board ordered closure of a work site, or cancellation of student attendance, or an Association authorized withdrawal of service.
6. Teaching and related experience shall be credited for service in:
 - a. publicly supported schools;
 - b. provincial and territorial schools and similar institutions;
 - c. Department of National Defense schools and other federally funded schools;
 - d. a school while on approved exchange;
 - e. continuing education courses in Adult Basic Education, English Language Training, or High School Completion;
 - f. other teaching or related experience where the Joint Salary Appeal Committee considers the experience to be similar to that of experience gained in a school mentioned above.

7. Experience credit shall be earned for:
 - a. secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation;
 - b. secondment to the Ministry of Education;
 - c. secondment to a recognized university or college;
 - d. secondment to the Teacher Regulation Branch;
 - e. service with Canadian Universities Service Overseas or the Canadian International Development Agency;
 - f. absence while on paid leave of absence;
 - g. absence while on Maternity, Adoption or Parental Leave;
 - h. absence while on short term or long term educational leave, or general/personal leave or self-funded leave taken for professional advancement or educational upgrading;
 - i. trade, technical or work experience pursuant to Article B.24 (Trade, Technical and Work Experience) of this Agreement;
 - j. absence while on paid sick leave, extended medical leave, or Workers' Compensation Leave;
 - k. short term leaves of absence for less than one (1) year, other than general personal leave (except as in Article B.22.7.h);
 - l. any other leave of absence where employment or experience credit is granted under the Article governing the leave.

ARTICLE B.23 CHANGES IN CERTIFICATION OR EXPERIENCE

1. A change of salary as a result of improved certification, qualification, or experience shall become effective on the first of the month following the month in which the applicable qualification, certification, or experience was achieved.
2. The Board shall advise employees, in writing, of any documentation required to establish salary category and experience placement. It is the responsibility of the employee to provide documentation as soon as possible.
3. Where an application for a change in salary category or experience credit has been denied by the Board, the Board shall inform the employee, in writing, of the reasons for the denial and of their right to appeal such denial to the Joint Salary Appeal Committee.

ARTICLE B.24 TRADE, TECHNICAL, AND WORK EXPERIENCE

1. Trade, technical, or work experience in excess of:
 - a. 4 years if the employee is paid on the Category 4 scale;
 - b. 5 years if the employee is paid on the Category 5 scale;
 - c. 6 years if the employee is paid on the Category 5+ or Category 6M (Masters) scale;may be allowed by the Superintendent of Schools or designate, for employees of:
 - d. Industrial Education, Commerce, Computer Science, or Vocational Industrial Specifics;
 - e. Music, Commercial Art, Drama, Library, Journalism, Home Economics, Cartography, Engineering, Social Work, or other school-related subject areas.
2. One (1) year of experience shall be allowed for each year of trade, technical, or work experience (including apprenticeship), providing such experience is, in the opinion of the Joint Salary Appeal Committee, closely related to the majority of the subjects taught or the work of the employee concerned.
3. A year of trade, technical, or work experience is defined as any ten (10) consecutive months of full time employment in any twelve (12) month period, or any two (2) periods of full time employment, each period to be of five (5) months or more in duration, the two (2) periods to be in the same twelve (12) month period. The maximum to be allowed for the experience shall be five (5) years unless otherwise agreed by the President of the Association and the Superintendent of Schools or designate.
4. An employee may appeal the decision made under this Article to the Joint Salary Appeal Committee.

ARTICLE B.25 PART TIME EMPLOYEES' PAY AND BENEFITS

1. Part time employees shall be paid that portion of their regular scale placement that relates to their percentage appointment.
2. The amount of non-instructional time for the part time employee shall be as specified in Article D.20 (Hours of Work/Non-Instructional Time).
3. Part time employees shall be eligible to participate in all insurance, benefits, and pension plans which are available for full time employees.
4. Part time employees shall be eligible for sick leave provisions as specified in Article G.21 (Sick Leave).

5. Part time employees shall be considered to be on leave of absence for that portion relative to a full time assignment that they are not assigned, so that they may purchase pensionable service to provide for a full year of pension credit, subject to the provisions of the Teachers' Pension Plan or the Municipal Pension Plan. Upon the request of the employee, the Board shall provide a letter to the employee and the Plan Administrator, confirming the leave status.
6.
 - a. Part time employees shall not be required to work more days than the product of their percentage appointment, times the number of the days in session of that school year.
 - b. If their scheduled working days exceed the number calculated in Article B.25.6.a., the employee shall receive compensatory time or an extra day's pay, at the employee's discretion. If the employee chooses compensatory time, a teacher teaching on call shall be provided by the Board.

ARTICLE B.26 SUMMER SCHOOL AND SUMMER WORK

1. An employee employed to give instruction in summer school shall be paid six percent (6%) of the teacher's regular annual salary, or four percent (4%) of Category 6M maximum, whichever is greater, based upon a sixty (60) hour course or on a pro-rata basis for courses other than sixty (60) hours.
2. Employees hired to work on summer projects other than summer school shall be paid at the rate of 1/190 of the annual salary to which they would be entitled under Articles B.20 (Placement on Scale) and B.22 (Experience Recognition) for each day worked.
3. All terms and conditions of employment, as specified in this Agreement, shall apply to summer school employment, except the following:
 - a. Non-instructional time (D.20 Hours of Work/Non-Instructional Time);
 - b. E.20 (Posting and Filling of Vacant Positions);
 - c. All leave provisions (except that G.21 (Sick Leave) and G.28 (Discretionary Personal Leaves) shall apply);
 - d. C.2 (Seniority) and C.20 (Layoff, Recall and Severance Pay), except that seniority accumulation shall apply;
 - e. B.11 (Benefits);
 - f. C.21 (Employment Contracts).
4. The Board shall give consideration in filling positions in summer school to qualified applicants from the on call list who possess B.C. certification, commencing with those with the greatest seniority in the district.

ARTICLE B.27 ASSOCIATED PROFESSIONALS

1. Associated professionals, as recognized in the Definitions section at the introduction of this Agreement, shall be paid in accordance with the Salary Schedules in Article B.21 (Salary Schedules).
2. Placement on the salary schedule 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; and
 - b. at the experience level as specified in Article B.22 (Experience Recognition).
3. Documentary proof or written submissions regarding salary placement or a change in salary placement, shall be submitted to the Human Resources Department. Salary placement shall be effective from initial employment or the first of the month following the month in which improved certification, qualifications, or experience is achieved.
4. Placement may be appealed to the Joint Salary Appeal Committee.
5. All other terms and conditions of employment established in this Agreement shall apply to associated professionals.

ARTICLE B.28 POSITIONS OF SPECIAL RESPONSIBILITY

1. Job Descriptions

New or changed job descriptions for Positions of Special Responsibility shall be developed through consultation between the Board and the Association. These shall include, but not be limited to, the positions listed in Article B.28.7. When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the Association.

2. New Positions

New Positions of Special Responsibility will be created only after consultation between the Association and the Board.

3. Elimination of District-Wide Positions

Existing district-wide Positions of Special Responsibility shall not be eliminated or changed without consultation between the Board and the Association. Such consultation will be completed by May 10. Incumbents who may be affected will be notified by May 15.

4. **School Educational Leadership Plans**

Out of the funds allocated by the Board annually, the school administration, in consultation with the NVTAs Staff Committee, shall annually consider the educational needs of the school and make recommendations to the Board for the designation(s) of the Positions of Special Responsibility as described in Article B.28.7 and/or to apportion release time for other designated leadership duties carried out on behalf of the staff.

5. **Appointments to Positions of Special Responsibility**

Appointments to Positions of Special Responsibility shall follow the procedures of Article E.21 (Posting and Filling Positions of Special Responsibility). Positions of Special Responsibility shall be filled only by employees covered by this Agreement.

6. **Educational Leadership Funds**

The Board and the Association acknowledge that there is an historical imbalance in the allocation of available Educational Leadership Funds among schools and it is agreed that the Board shall work towards a readjustment in this area. Elementary Educational Leadership Funds shall be at least fifty-three percent (53%) of the Secondary Educational Leadership Fund Allocation. Increases in overall Educational Leadership Funds currently provided shall be used to redress the imbalance between secondary and elementary allocations.

7. **Allowances**

Employees appointed to the following positions shall, during the term of the position, receive an annual allowance (in addition to salary according to the current scale) as follows:

a. Area Counsellor: Elementary, Secondary, or Special Programs:

Date	0.8 FTE or more	Less than 0.8 FTE
Effective July 1, 2019	\$ 7,731	\$ 6,470
Effective July 1, 2020	\$ 7,885	\$ 6,599
Effective July 1, 2021	\$ 8,043	\$ 6,731

b. Consultant (including Indigenous Knowledge Keeper):

Date	0.8 FTE or more	Less than 0.8 FTE
Effective July 1, 2019	\$ 6,046	\$ 5,053
Effective July 1, 2020	\$ 6,166	\$ 5,154
Effective July 1, 2021	\$ 6,290	\$ 5,257

c. Learning Resource Teacher:

Date	0.8 FTE or more	Less than 0.8 FTE
Effective July 1, 2019	\$ 7,731	\$ 6,470
Effective July 1, 2020	\$ 7,885	\$ 6,599
Effective July 1, 2021	\$ 8,043	\$ 6,731

d. Psychologist:

Date	0.8 FTE or more	Less than 0.8 FTE
Effective July 1, 2019	\$ 7,731	\$ 6,470
Effective July 1, 2020	\$ 7,885	\$ 6,599
Effective July 1, 2021	\$ 8,043	\$ 6,731

e. Subject or Area Department Heads (Elementary, Secondary and Continuing Education) and Coordinator of Counselling and Guidance:

Date	Major	Minor
Effective July 1, 2019	\$ 6,046	\$ 5,053
Effective July 1, 2020	\$ 6,166	\$ 5,154
Effective July 1, 2021	\$ 6,290	\$ 5,257

Designation to be determined from the recommendations adopted in Article B.28.4.

f. Teacher in Charge (TIC - including Lucas Centre day and evening, evening and Continuing Education satellite programs):

Effective July 1, 2019	\$ 642
Effective July 1, 2020	\$ 654
Effective July 1, 2021	\$ 667

g. Coordinator (Athletics, Technology, International Baccalaureate):

Effective July 1, 2019	\$	3,436
Effective July 1, 2020	\$	3,505
Effective July 1, 2021	\$	3,575

h. District Coordinator of Athletics:

Effective July 1, 2019	\$	5,053
Effective July 1, 2020	\$	5,154
Effective July 1, 2021	\$	5,257

i. Helping Teacher:

Effective July 1, 2019	\$	5,053
Effective July 1, 2020	\$	5,154
Effective July 1, 2021	\$	5,257

j. District Department Head (including FOS Leader and FOS Teacher Leader):

Date	0.8 FTE or more	Less than 0.8 FTE
Effective July 1, 2019	\$ 6,046	\$ 5,053
Effective July 1, 2020	\$ 6,166	\$ 5,154
Effective July 1, 2021	\$ 6,290	\$ 5,257

k. Summer School Coordinator:

Effective July 1, 2019	\$	863
Effective July 1, 2020	\$	880
Effective July 1, 2021	\$	898

I. Community School Coordinator:

Date	0.8 FTE or more	Less than 0.8 FTE
Effective July 1, 2019	\$ 7,210	\$ 5,997
Effective July 1, 2020	\$ 7,355	\$ 6,117
Effective July 1, 2021	\$ 7,502	\$ 6,239

m. Board-Certified Behaviour Analyst:

Date	0.8 FTE or more	Less than 0.8 FTE
Effective July 1, 2019	\$ 7,731	\$ 6,470
Effective July 1, 2020	\$ 7,885	\$ 6,599
Effective July 1, 2021	\$ 8,043	\$ 6,731

ARTICLE B.29 TEACHER IN CHARGE

1. a. In each school including Lucas Centre day and evening, evening and Continuing Education satellite programs, the Board shall appoint a teacher in charge from among the applicants for the position according to the procedures outlined in Article E.21 (Posting and Filling Positions of Special Responsibility) and in accordance with the position description and allowance outlined in Article B.28 (Positions of Special Responsibility).
- b. Article B.29.5 will not apply to Lucas Centre evening, evening and Continuing Education satellite programs.
2. In the event that all administrator(s) assigned to the school are absent from the school, the teacher in charge shall be requested to assume some of the duties of the administrator(s), as specified in the position description.
3. The teacher in charge shall not be responsible for supervisory or evaluative duties with respect to other employees.
4. While acting as teacher in charge, the employee is covered by all terms and conditions of this Agreement.
5. When acting as teacher in charge for:
 - a. one half day or more, the employee shall be provided with a teacher teaching on call and shall be relieved of regular duties. If a teacher teaching on call is not available, compensatory time shall be provided;
 - b. absences of less than one half day, compensatory time equal to the duration of the assignment shall be provided.

ARTICLE B.30 FIRST AID

1. The Board shall pay the full cost of the approved courses to be taken by any employee who is required by the Board to hold an Occupational First Aid Certificate and who is acting as a First Aid Attendant in a school, as required under the Workers' Compensation Act Regulations. The Board shall reimburse the applicable course fees for the renewal of the certificate subject to successful completion of the course.
2. The following allowance shall be made to employees who are required by the Board to be designated holders of Occupational First Aid Certificates:

Annual Allowance:

Date	Level I	Level II
Effective July 1, 2019	\$ 416	\$ 832
Effective July 1, 2020	\$ 424	\$ 849
Effective July 1, 2021	\$ 433	\$ 866

ARTICLE B.31 PART MONTH PAYMENT AND DEDUCTIONS

1. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the employee.
2. An employee shall be paid 1/10 of current annual salary in respect of each month in which the employee works all prescribed school days in that month.
3. For purposes of Article B.31.2, any prescribed day on which the employee is on authorized leave of absence or sick leave shall be deemed to be a day of work and deductions (if any) which are authorized by this Agreement (or statutes) in respect of such leave of absence shall be made from the monthly payment required in that article.
4. In the event that an employee commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment shall be the full regular monthly salary, less 1/20 of the salary for each day not taught. In the event that this formula results in a product equal to zero, the employee shall be paid 1/20 of the full regular monthly salary for each day taught.

ARTICLE B.32 CUTS IN SALARY

1. No employee covered by this Agreement shall suffer a reduction in salary as a result of implementation of this Agreement.

2. Salary is understood to mean basic pay, based on qualifications and experience, which is usually expressed as certification, and is determined by the employee's placement on the grid, in Article B.21 (Salary Schedules). Allowances are not included in the term "salary."

ARTICLE B.33 RETROACTIVE PAY

Retroactive salary and allowances shall be paid within four (4) weeks of ratification of this Agreement by both parties.

ARTICLE B.34 LETTERS OF PERMISSION

1. The Board shall inform the Association, in writing, of its intention to apply for a Letter of Permission prior to the application being made.
2. The Board shall provide the Association with the following information pertaining to the application:
 - a. the appropriate job description and a copy of the vacancy posting;
 - b. the names and qualifications of all applicants for the posting; and
 - c. the Board's covering application to the Teacher Regulation Branch.

ARTICLE B.35 TEACHER REGULATION BRANCH'S DUES DEDUCTION

1. The Board agrees to deduct annually from the salary of all employees covered by this Agreement and required by relevant legislation to be members of the Teacher Regulation Branch (TRB), an amount equal to the annual membership fee of the Teacher Regulation Branch, and shall remit the same to the TRB. Such deduction shall normally be made from a month-end salary payment prior to the time that the fees are due.
2. Notwithstanding the preceding, the Board has no financial responsibility for the Teacher Regulation Branch's fee of an employee, unless the Board owes the employee sufficient unpaid wages to pay the fee assigned by the TRB.
3. Where an employee can furnish proof of independent payment of the Teacher Regulation Branch fee for the current year, the deduction shall be waived or, if applicable, refunded to the employee by the Board.

ARTICLE B.36 PENSION PLAN

1. The Board shall advise all employees, including teachers teaching on call and teachers who are engaged in a less than half time (0.5 FTE) capacity, that it is a condition of employment to contribute to the Teachers' Pension Plan (or Municipal Pension Plan if the

employee is not eligible for enrolment in the Teachers' Pension Plan). The Board shall ensure that the appropriate deductions are made and remitted to the Plan Administrator.

2. Subject to the rules and regulations of the Plan Administrator, the Board shall remit to the Plan Administrator, the employer's share of contributions to the above pension plans for all employees:
 - a. currently working in the bargaining unit;
 - b. on paid leave of absence;
 - c. on any leave of absence where pension is covered in the article governing the leave;
 - d. on exchange;
 - e. seconded to the Department of National Defence;
 - f. seconded to a university or college;
 - g. seconded to the Teacher Regulation Branch;
 - h. on Self-Funded Leave;
 - i. on Association Officers' Leave.

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.

PCA Articles C.2.3 and C.2.4 do not apply in School District 44 (North Vancouver). See Article C.2.7.

5. No employee shall accumulate more than one (1) year of seniority credit in any school year.

Local Provisions

6. Definition of Seniority

- a. In this Agreement, "seniority" means an employee's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment, teaching on call (effective July 1, 1988), and part time teaching.
 - i. For the purposes of calculating length of service, part time teaching shall be credited fully as if it were full time service.
 - ii. Seniority for teachers teaching on call will be calculated on the basis of one (1) day for each day worked and one half day (0.5) for each one half (0.5) day worked.
 - iii. Effective July 1, 1988, for teachers teaching on call, one hundred and ninety (190) days shall equal one (1) year of seniority. Pursuant to Article C.2.3.b.iii and effective April 1, 2006, for teachers teaching on call, one hundred and eighty-nine (189) days shall equal one (1) year of seniority.
- b. In addition to the provisions of Article C.2.7.a, the seniority for an employee on a continuing contract shall include seniority ported in accordance with Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.
- c. When the seniority of two (2) or more employees is equal, pursuant to Articles C.2.7.a and C.2.7.b, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- d. When the seniority of two (2) or more employees is equal, pursuant to Article C.2.7.c, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- e. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.d, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.
- f. For the purposes of this Article, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board, except:
 - i. maternity/adoption leave;
 - ii. educational leave with pay;

- iii. WCB leave;
 - iv. leave for duties with the Association or the British Columbia Teachers' Federation, the Canadian Teachers' Federation, or Teacher Regulation Branch;
 - v. leave or secondment to the Ministry of Education, a Faculty of Education or a recognized teacher exchange program;
 - vi. long-term sick leave with pay, or extended medical leave;
 - vii. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas, or the Canadian International Development Agency;
 - viii. leave for elected office at the municipal, provincial or federal level;
 - ix. leave for college or university teaching;
 - x. paid leave of absence;
 - xi. absence while on short or long term educational leave, or general/personal leave or self-funded leave taken for professional advancement or educational upgrading;
 - xii. any other leave of absence where employment or experience credit is granted under the article governing the leave;
 - xiii. compassionate care leave (Article G.2 Compassionate Care Leave).
- 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 reengagement or by layoff and reengagement within a period of three (3) years pursuant to this Article.

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 LAYOFF, RECALL, SEVERANCE PAY

1. Principle of Security

The Board and the Association agree that increased length of service in the employment of the Board entitles all employees covered by this Agreement to commensurate increase in security of employment.

2. Definition of Qualifications

For the purposes of Article C.20, qualifications in respect of a position shall mean a reasonable expectation that the employee will be able to perform the duties of a specific position based upon that employee's education, certification, training, experience, and willingness to complete retraining.

3. Layoff

- a. When, for bona fide educational or budgeting reasons, the Board determines that it is necessary to reduce the total number of employees employed on a continuing contract by the Board, the employees to be retained on the staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications, including any retraining assistance provided under Article C.26 (Retraining), for the positions available.
- b. The Board shall give each employee it intends to layoff, pursuant to Article C.20, forty (40) calendar days' notice, in writing, which shall contain the reason for the layoff. Information on positions held by less senior employees will be available to employees in receipt of layoff notices and to the Association.

4. **Employee's Right of Recall**

- a. When a position on the staff of the district becomes available, the Board shall, notwithstanding any other provision except for Article C.20.4.d, first offer recall to the employee who has held a continuing contract at the time of layoff and who has the most seniority among those laid off pursuant to Article C.20.3, provided that the employee possesses the necessary qualifications for the position, including any retraining assistance provided under Article C.26 (Retraining). If that employee declines the offer, the position shall be offered to the employee with the next greatest seniority and the necessary qualifications for the position, including any retraining assistance provided under Article C.26 (Retraining). The process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining employees who have been laid off pursuant to Article C.20.3.
- b. An employee who is offered reengagement, pursuant to Article C.20.4.a, shall inform the Board whether or not the offer is accepted within five (5) working days of the receipt of such offer.
- c. The Board shall allow ten (10) days from an acceptance of an offer under Article C.20.4.b for the employee to commence duties, provided that, where the employee is required to give a longer period of notice to another employer, such longer period, not exceeding one (1) month, shall be allowed.
- d. An employee's right to recall under this Article is lost if:
 - i. the employee elects to receive severance pay under Article C.20.8;
 - ii. the employee refuses to accept two (2) continuing positions (other than Outdoor School) of equal or greater percentage of time compared to the employee's original appointment for which the employee possesses the necessary qualifications, including any required retraining assistance provided under Article C.26 (Retraining);
 - iii. three (3) years elapse from the date of layoff and the employee has not been reengaged;
 - iv. the employee notifies the Board that the employee is no longer available;
 - v. the employee fails to respond to an offer of reengagement within twenty (20) days of the date the notice is mailed by double registered letter to the last address provided by the employee; or
 - vi. the employee is convicted of a criminal offence under the Criminal Code of Canada, which is contrary to a bona fide occupational requirement.

- e. Article C.20.4.d.ii does not apply if, at the time of such offers, the employee would be entitled to maternity leave or is attending university.
- f. Upon reengagement, an employee shall be entitled to a continuing appointment to the staff of the district.

5. Seniority/Recall List

- a. The Board shall, by October 15 of each year, forward to the Association a list of all employees, in order of seniority calculated according to Article C.2 (Seniority), setting out the length of seniority as at September 1 of that year.
- b. The Board shall maintain a recall list. Copies of that list shall be sent to each person on that list and the Association at least once during the fall and once during the spring term each year.

6. Sick Leave

An employee recalled pursuant to Article C.20 shall be entitled to all sick leave credit accumulated at the date of layoff.

7. Benefits

An employee who retains rights of recall, pursuant to Article C.20.4, shall be entitled to maintain participation in all benefits provided in this Agreement. Should the employee elect to participate, the Board shall continue to pay its share of the benefit premiums (not including pension) during the first month of teaching following the effective date of layoff. For all subsequent months, payment of the full cost of such benefit premiums shall be made to the Board by the employee. The Board shall resume payment of its full share of benefit premiums and pension when and if the employee is recalled.

8. Severance Pay

- a. An employee on continuing appointment who has one (1) or more years of continuous employment and who has received notice of layoff may elect to receive severance pay at any time before the employee's right to reengagement is lost, pursuant to Article C.20.4.
- b. Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary for each year of service, to a maximum of two (2) years' salary. Salary on which severance pay is calculated shall be based on the employee's salary at the time of layoff.
- c. The employee may choose to receive severance pay:
 - i. in one (1) lump sum within thirty (30) days of layoff; or

- ii. in monthly installments of ten percent (10%) of the total amount payable, commencing at the next regular employee pay period; or
 - iii. at any time before the right to recall is lost.
- d. An employee who receives severance pay pursuant to Article C.20 and who, notwithstanding Article C.20.4, is subsequently rehired by the Board, shall retain any severance pay received and, in such case, for purposes only of Article C.20.8.b, the calculation of years of service shall commence with the date of such rehiring.

9. Application of Aggregate Seniority

Employees who have left the bargaining unit, including precertification members, shall, upon their return to the bargaining unit, retain all accumulated seniority.

ARTICLE C.21 EMPLOYMENT CONTRACTS

1. The Board shall employ all employees on a continuing contract of employment, on a part time or a full time assignment, except for:
- a. temporary appointments for less than one (1) year;
 - b. temporary appointments for one (1) year, under the conditions of Article C.21.2.b;
 - c. teacher teaching on call appointments on a day-to-day basis.
- 2.
- a. A temporary appointment is defined as a contract which is in force for less than one (1) school year in duration, and which begins and ends in the same school year, with the exception of a temporary appointment made under the provisions of Article C.21.2.b.
 - b. A temporary appointment may be made for one (1) school year to a position requiring unique qualifications and where the employee possesses only those unique qualifications and is not qualified for another position in the district.
 - c. Employees who are on temporary appointments and who have accumulated one (1.0) year aggregate seniority in the district in the past four (4) years, inclusive of seniority earned through teaching on call, temporary contracts, and/or continuing contracts, shall be converted to a continuing contract. For this purpose only, one (1.0) year of aggregate seniority is regarded as 190 days or ten (10) months.

- d. A temporary teacher shall be eligible for all benefits and provisions of this Agreement, save and except for:
 - i. the Layoff, Severance, and Recall provisions of Article C.2 (Seniority) and Article C.20 (Layoff, Recall, Severance Pay); however, seniority clauses shall apply;
 - ii. long term leaves of one (1) year or more except that eligibility for Article A. 28 (Association Officers' Leave) shall apply;
 - iii. transfer provisions; and
 - iv. articles which specifically exempt temporary teachers.

3. Teacher Teaching On Call Conversion to Contract

A teacher teaching on call who has been employed for forty (40) continuous full time or part time days in the same assignment shall receive a temporary appointment or a continuing contract pursuant to Article C.21.2.c effective on day forty-one (41).

ARTICLE C.22 DISMISSAL AND DISCIPLINE FOR MISCONDUCT: JUST AND REASONABLE CAUSE: DUE PROCESS

1. The Board shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
2. Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of that fact and of the particulars of any allegations immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation, and, in any event, shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board. The employee shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation.
3. The Board shall not discipline (other than a suspension to which Section 15(5) of the *School Act* reasonably 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, unless the Association waives the right to such meeting, in respect of which:
 - a. the employee and the Association shall be given seventy-two (72) hours notice;
 - b. at the same time such notice is given, the employee and the Association shall be given a full and complete statement, in writing, of the grounds for the contemplated action and all documents that will be considered at the meeting;

- c. the Association, on behalf of the employee, may file a written reply to the allegations prior to the meeting;
 - d. at such a meeting the employee shall be accompanied by representative(s) and/or advocate(s) appointed by the Association, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to call witnesses, and to question any person presenting evidence to the Board;
 - e. the decision of the Board shall be rendered and communicated within ten (10) school days, in writing, to the employee and the Association and shall contain a full and complete statement of the grounds for the decision.
4. Where a suspension of an employee is contemplated under Section 15(4) or 15(5) of the *School Act*, the Board shall notify the Association immediately and a meeting shall be held with the Superintendent and a representative of the Association before any action is taken.
5. Where an employee is suspended under Section 15(4) or 15(5) of the *School Act*, the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with Article C.22.3, unless the right to such meeting is waived by the Association.
6.
 - a. Where an employee has been suspended under Section 15(4) of the *School Act*, payment of salary and benefits may be continued, at the discretion of the Board, until the charge has been upheld by a court or an arbitration board has ruled on the suspension.
 - b. Where an employee has been suspended under Section 15(5) of the *School Act*, the suspension shall be with full pay and benefits until a Board hearing has been held in accordance with Section 15(7) of the *School Act*.
7. Where an employee is suspended under Section 15(4) of the *School Act*, and is subsequently not convicted of the charge, the suspension shall be rescinded and the employee shall be returned to the same or a comparable assignment, with full retroactive pay and benefits.
8. The Board and the Association shall not independently release to the media or the public information in respect of the suspension or dismissal of a teacher except when the reasons for the suspension or dismissal of the teacher have been upheld by an arbitration hearing or by a court. During the interim period, while a decision is being made by an arbitration board or court, the Board and the Association shall confer and reach agreement before any press release or public statement is made.
9. Where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration as provided for in Article A.6 (Grievance Procedure).

10. 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, and no material which has been removed from the file pursuant to Article E.28 (Personnel Records) may be presented.
11. Conduct of an employee in non-school hours, off school premises, and which is not in connection with the employment duties of the employee shall not be grounds for any form of discipline, unless such conduct directly, substantially, and prejudicially impairs the employee's ability to perform assigned duties in a satisfactory manner.

ARTICLE C.23 DISMISSAL BASED ON PERFORMANCE

1. The Board shall not dismiss an employee on the basis of less than satisfactory performance of teaching duties except where the Board has received at least three (3) consecutive reports pursuant to Article E.25 (Evaluation of Employees) indicating that the learning situation in the class or classes of the employee is less than satisfactory.
2. The reports referred to in Article C.23.1 shall have been prepared in accordance with the process established in Article E.25 (Evaluation of Employees) 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), nor more than twenty-four (24) months, such period not to include the time during which the employee is participating in an agreed upon plan of assistance pursuant to Article E.25 (Evaluation of Employees), or the leave granted in Article C.23.3.b;
 - b. at least one (1) of the reports shall be a report of the Superintendent of Schools or an Assistant Superintendent of Schools;
 - c. the other two (2) reports shall include only reports of:
 - i. a Superintendent of Schools or an Assistant Superintendent of Schools;
 - ii. a Director of Instruction; or
 - iii. the Principal of a school to which the employee is assigned;
 - d. the reports shall be written by three (3) different evaluators; and
 - e. the reports shall be written independently of each other, shall be based solely on the evaluator's own observations, and the report writers shall not collaborate with regard to the results.

3. Where an employee receives a first or second less than satisfactory report, as per Article C.23.2 the employee may:
 - a. request a transfer, in which case the Board shall make all reasonable efforts to arrange the transfer of the employee to a mutually agreeable assignment or school; or
 - b. request, and be granted, an unpaid leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than forty (40) school days nor more than one hundred and twenty (120) school days after the employee has returned to duties.
4. Where an employee has received two (2) less than satisfactory reports, the evaluator who will conduct the third evaluation shall be selected by seeking mutual agreement between the Board and the Association. In the event that there is no agreement on selection of an evaluator within twenty (20) school days, the Superintendent shall appoint the evaluator.
5. Where the Board intends to dismiss an employee on grounds of less than satisfactory performance of duties, it shall, no later than two (2) calendar months prior to the end of a school term, notify the employee and the Association of such intention and provide an opportunity for the employee and representative(s) of the Association to meet with the Superintendent and the Board within fourteen (14) days of such notice.
6. Where, subsequent to such meeting, the Board decides to dismiss an employee pursuant to Article C.23, it shall issue notice of dismissal at least one (1) month prior to the end of a school term, to be effective at the end of that school term, setting out the grounds for such action.

ARTICLE C.24 PART TIME EMPLOYEES' EMPLOYMENT RIGHTS

1. An employee with a continuing full time appointment to the staff of the district may, without prejudice to that appointment, request a part time assignment, specifying the fraction of time requested, and the length of time for which the part time assignment is requested. The Board shall make every reasonable attempt to grant the request.
2. When the request under Article C.24.1 is granted by the Board, the employee shall be entitled to return to a similar full time assignment at the expiration of the period of time for which the Board has made the part time assignment. The employee may return to a full time assignment at an earlier date or may extend the period and/or the percentage of part time employment by agreement with the Board, if reasonable notice of the request for earlier or later return has been given.
3. An employee with a continuing contract on a part time assignment may request, before May 15, a full time assignment, and the Board shall grant the request for the subsequent school year or after the expiration of the part time assignment in Article C.24.1.

4. Two (2) full time employees of the Board may jointly request, before May 15, a specified job sharing assignment in respect of a single full time position for the subsequent school year. The request shall not be denied. All provisions of this Agreement regarding part time employees shall be in effect. This provision will apply for the term of this Collective Agreement.
5. When the request under Article C.24.1 is granted by the Board, the employee shall be on leave of absence status in respect of the balance of the full time appointment, pursuant to Article B.25.5 (Part Time Employees' Pay and Benefits) and shall be entitled to return to a similar full time assignment at the expiration of the period of time for which the Board has made the part time assignment.

ARTICLE C.25 TEACHER TEACHING ON CALL HIRING PRACTICES

1. Teacher Teaching on Call List

- a. The Board shall maintain a list of persons who are qualified and who have been placed on the list of teachers teaching on call for the school year. The Board shall forward a copy of such a list to the Association on or before September 30 and January 31 of each year.
- b. The Board shall not remove a person from the list of teachers teaching on call save for just and reasonable cause, or save for the lack of availability for three (3) months.

2. Teacher Teaching on Call Hiring

- a. The Board shall employ teachers teaching on call who possess a valid B.C. teaching certificate in preference to persons not possessing such a certificate.
- b. The Board shall first offer on call assignments to the persons on the list with the necessary qualifications for the assignment.
- c. The teacher teaching on call initially assigned to a class where the teacher is absent on an "until further notice" basis shall be permitted to continue in the assignment until the absent teacher returns, unless specialist skills are necessary due to the nature of the assignment.
- d. See Article B.26.4 (Summer School and Summer Work).

ARTICLE C.26 RETRAINING

1. The Board agrees to offer retraining assistance to an employee who is subject to:
 - a. layoff under Article C.2 (Seniority) and Article C.20 (Layoff, Recall, Severance Pay) in this Agreement; or

- b. reassignment to a position for which the employee does not have the necessary qualifications and experience.
2. The Board shall consult with the employee regarding the nature and the extent of the retraining assistance to be provided.
3. Such retraining assistance may include but shall not be limited to:
 - a. leave of absence, with or without pay;
 - b. tuition fees;
 - c. classroom visitations and on-the-job visitations.
4. In addition to the assistance provided in Article C.26.3, all employees subject to layoff under Article C.2 (Seniority) and Article C.20 (Layoff, Recall, Severance Pay) shall be eligible to participate in district in-service and shall also have free access to North Vancouver Continuing Education courses, providing the course has sufficient enrolment to operate.
5. The Board has the discretion to determine what constitutes retraining and the scope of its financial commitment to this process.

SECTION D WORKING CONDITIONS

ARTICLE D.1 CLASS SIZE AND TEACHER WORKLOAD

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

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

1. Class Size Formula (K-12)

- a. The Board shall establish class sizes according to the following limits:

Grades 3/4 split	23
Intermediate split/multi-age (grades 4-7)	27
Secondary English	28
Regular classes (grades 4-7)	29
Regular classes (grades 8-12)	30
Special Education (Function 3)	10
LAC groups (secondary)	12
ESL classes	15

b. **Class Size Formula (Continuing Education)**

The Board shall establish class sizes according to the following limits:

ABE (with attendance required)	25 enrolled
ABE (drop in)	75 enrolled
YLC	20 enrolled
HSC	30 enrolled
HSC Secondary English	28 enrolled
HSC Self-Paced	25 enrolled
ELT Beginners	15 enrolled
ELT Literacy	8 enrolled
ELT Intermediate/Advanced	20 enrolled

c. D.1.6 of this Article will not apply to Continuing Education.

2. Where safety is a factor, the number of students in a laboratory, shop, or other specialized classroom shall not exceed the number for which the facilities were designed.
3. Band, Choir, or other specialized classes may exceed the limits in Article D.1.1 and Article D.1.6, if the teacher has so requested.
4. Classes shall be established within the limits specified in Article D.1.1 by October 1 and, for semestered schools, after 21 days for the second semester, unless adjustments have been made as provided in this Article.
5.
 - a. In elementary schools, classes may exceed the defined limits in Article D.1.1 of this Article by no more than three (3) pupils
 - b. Class sizes for special education shall not exceed the limits in Article D.1.1.
 - c. In secondary schools no class shall exceed the limits set in Article D.1.1 by more than three (3) students, and the total enrolment of a teacher's classes shall not exceed the sum of the limits in Article D.1.1 for such classes. This provision does not apply to classes where class limits are exceeded under Article D.1.3, but does apply to any other classes taught by the teacher.

6. Students with Special Needs
 - a. Regular classes receiving students with special needs (all categories described in D.2.3 (Students with Special Needs Description and Identification)) shall not exceed the limits specified in Article D.1.1, and the flexibility increase factor shall not apply.
 - b. Placements of new students entering the school shall be made, wherever possible, in classes which will not exceed the class size limits in Article D.1.6.a.
7. Class size limits as provided in Article D.1.6 shall not be exceeded, except where the limit is exceeded under Article D.1.3.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

1. No more than three (3) students with special needs shall be integrated into a single regular classroom. Only one (1) of these may be from a low incidence category or from Category 1.17 (Severe Behaviour).

Special Needs Schools

2. The Board and the Association recognize that there are schools which enrol students with significant social, emotional, physiological, and economic needs. The Board further recognizes that it must provide additional personnel and resources in order to equalize the educational opportunity for the students in these schools.
3. With respect to the additional 7.0 F.T.E. teaching staff presently allocated to designated Special Needs Schools in the District, the Board shall not reduce this resource allocation during the term of this Collective Agreement.
4. In addition to the resources currently allocated, the Board may provide:
 - a. reduced class sizes;
 - b. an increased allotment of counsellors and learning assistance teachers;
 - c. an increased allotment of teacher assistants;
 - d. an increased block budget allocation;

- e. additional non-instructional time;
 - f. a hot lunch program; and .
 - g. an increased allotment of educational leadership time, as outlined in Article B.28 #6 (Positions of Special Responsibility).
5. The Board and the Association shall maintain a list of currently designated Special Needs Schools.
6. A Joint Committee, of equal representatives between the Board and the Association, shall be struck to identify those schools which meet the criteria required for Special Needs designation, as well as to identify any additional resources beyond those specified in this Article, and it shall make such recommendations to the Board.

General Provisions

7. The Joint Mainstreaming/Integration Committee shall continue to study the issue of mainstreaming and integration. The Committee shall make recommendations to the Board and the Association.
8. The Committee shall consist of an equal number of Board and Association representatives.
9. The Committee shall consider, but not be limited to, the following:
- a. philosophy;
 - b. program delivery;
 - c. identification process;
 - d. placement of pupils;
 - e. human and material resources;
 - f. class size and composition;
 - g. support staffing;
 - h. teacher staffing;
 - i. individualized educational plans;
 - j. in-service/professional development; and
 - k. rights of all students.

10. If endorsed by both the Board and the Association, the appropriate Committee recommendations shall be included in the Agreement.
11. The following procedures shall apply:
 - a. Following consultation with affected staff, an appropriate placement shall be mutually agreed upon. Such agreement shall not be unreasonably withheld.
 - b. The Committee, the receiving school staff, the receiving teacher(s) and the Administrative Officer shall determine the prerequisite conditions and resources for each placement, unless otherwise specified in this Article.
 - c. Any renovations needed to the classroom, washrooms, or school building, shall be completed before integration begins.
 - d. For Mainstreaming/Integration class size provisions, see D.1.6 (Class Size and Teacher Workload).
 - e. For Mainstreaming/Integration student load provisions, see D.2.1 and D.1.7.
 - f. All receiving teachers, affected employees, and special education aides shall:
 - i. receive in-service training, before or as the integration occurs, and as required throughout the school year;
 - ii. receive this training in collaboration with the Student Services Department.
 - g. A Special Education Aide shall be provided for each Low Incidence student with special needs as follows:
 - i. a special education aide for the number of hours recommended by the District Screening Committee, or;
 - ii. a special education aide as provided for the student as of the date of signing of this agreement. This provision may only be subsequently altered as a result of a recommendation of the District Screening Committee.
 - h. Special education aide time for High Incidence students with special needs shall be allocated by the School Based Resource Team from the total school allocation determined as follows:
 - i. For each High Incidence category student with special needs in an elementary school, a special education aide for two (2) hours per week. This provision does not include the allocation for aides for D.C. 1. at

Canyon Heights Elementary School and Special District Behaviour Program at Queen Mary Elementary School.

- ii. For each High Incidence category student with special needs in a secondary school, a special education aide for two (2) hours per week. This provision includes the allocation for Learning Development Centres but does not include the allocation for aides for work experience and pre-employment classes at Sutherland Secondary School.
- iii. For each High Incidence category student with special needs, who has been identified by a district screening committee as requiring a higher than usual level of support, the assignment of special education aide time to the school allocation shall be increased to the following weekly totals:

Mildly Mentally Handicapped	7.5 hrs
Severe Learning Disabled	7.5 hrs
Severe Behaviour	15 hrs
Combination of two (2) or more of the above	20 hrs

Where necessary, the District Screening Committee may increase the above weekly totals for individual students.

- iv. The calculation of each school's allocation of special education aide time for High Incidence students shall be made by June 1st for the following school year. A recalculation shall be made by September 30th and aide time shall be adjusted accordingly.
 - v. The Board shall increase the amount of special education aide time for a school, if the number of High Incidence Students enrolled at that school increases significantly during the school year, and if the School-based Team requests an increase. Any increase of the amount of special education aide time for a school shall be subject to the provisions of the C.U.P.E. Collective Agreement. The Board shall provide an amount in its annual budget of at least 2.5 F.T.E. aides for the purpose of addressing this requirement.
- i. Additional paid hours for the Special Education Aide, upon request of the receiving teacher(s), and with the agreement of the aide, may be provided for planning meetings of the teacher(s) and the aide.
 - j. During coffee and lunch breaks for the Special Education Aide, appropriate replacement assistance shall be provided to the teacher.
 - k. In the case of the absence of the Special Education Aide, all efforts shall be made to provide a substitute aide. If no substitute aide is available, appropriate replacement assistance shall be provided to the teacher.

- l. After regular class hours, provision for the supervision of integrated students shall be the responsibility of the Board and/or the school Administrative Officer.
- m. Clear administrative procedures shall be established for fire and earthquake drills that expedite the care of children with special needs.
- n. Release time shall be provided to the receiving teacher(s) upon request, for school visitations, training, planning with the aide and resource teacher, meetings with associated personnel and parents, and such other activities related to the integration as the teacher(s) may request.
- o. Planning for integrations shall occur in the spring of each school year for mainstreamed class placements for the following September.
- p. Exceptions to September placements may be made for students new to the District in mid-year, at the discretion of the Committee.
- q. The Individual Education Plan shall:
 - i. be designed and written by the resource teacher, in consultation with the receiving teacher(s), and the Special Education Aide; and
 - ii. be implemented by the resource teacher, the Special Education Aide, and, where appropriate, the classroom teacher.

Students with Special Needs Description and Identification

- 12. For the purposes of Article D.1 (Class Size and Teacher Workload) and this Article, students with special needs, as identified by the processes in D.2.14, shall include:
 - a. **Low Incidence Categories;**
 - 1.19 Dependent Handicapped,
 - 1.18 Moderately Mentally Handicapped,
 - 1.18 Severely Handicapped,
 - 1.18 Physically Handicapped,
 - 1.18 Visually Impaired,
 - 1.18 Hearing Impaired,
 - 1.18 Autistic.
 - b. **High Incidence Categories;**
 - 1.17 Severe Learning Disabled - students in Diagnostic Centre 1 enrolment, waiting list, or follow-up, and students in secondary SLD classes and students identified as such by the District Screening Committee.

- 1.17 Mildly Mentally Handicapped - students presently or formerly in elementary or secondary Resource programs, and students identified as such by the District Screening Committee.
- 1.17 Severe Behaviour - students presently or formerly receiving assistance from the Severe Behaviour program, or on the waiting list; students with Sullivan aides, students identified as such on the District Secondary Counsellors' case lists and students identified as such by the District Screening Committee.

13. Other Students with Special Needs:

Students identified entering the District at kindergarten (Primary 1) or from other districts, who have been previously identified as students with special needs. These students shall be provided assistance as per this Article while awaiting screening by the District Screening Committee.

14. Identification of Students with Special Needs:

- a. The School-based Resource Team may refer a student to the District Screening Committee for designation as a Student with Special Needs.
- b. The District Screening Committee shall consist of four (4) representatives from the Association and four (4) representatives from the Board. The specific representatives may vary throughout the year.
- c. Criteria for the screening of Students with Special Needs shall be developed by the District Screening Committee and these criteria shall be used for the identification of Students with Special Needs.
- d. A student may be removed from Students with Special Needs designation by the District Screening Committee.
- e. Referrals from the School-based Resource Team shall be processed and a decision made within thirty (30) calendar days.
- f. The District Screening Committee shall complete the process of screening students by June 1st of each year.

15. **School-based Resource Team**

For the purposes of this Article, the term "School-based Resource Team" shall mean a committee established in each school consisting of the school's principal and/or vice-principal, counsellor, learning assistance teacher, learning resource teacher, and a classroom teacher.

Continuing Education

16. Aides shall be provided in the Continuing Education Youth Learning Centre classes enrolling high incidence students with special needs under the age of 19, referred by the District Secondary Counsellor, at a ratio of fifteen to one (15:1) or portion thereof.
17. Articles D.2.7 – D.2.15 shall not apply to Continuing Education.

ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:668 students	Agreement in Committee (1998)
Counsellors	1:570 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:55.3 ESL/ELL students	Former LOU No. 5 (2000)

Local language:

Specialist Personnel

1. The Board and the Association recognize the need for specialized personnel to be provided in the District.
2. Such personnel shall include, but not be limited to, qualified teacher-librarians, counsellors and learning assistance teachers.
3. The Board shall endeavour to provide appropriate levels of specialist personnel.

4. The Board shall maintain at least the 1990-1991 level of library, learning assistance and counselling services (overall elementary and secondary levels) for the duration of the Collective Agreement.

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.

Note: See Article D.20 (Hours of Work/Non-Instructional Time) for further local provisions.

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 HOURS OF WORK/NON-INSTRUCTIONAL TIME

1. The instructional time shall be twenty-five (25) hours per week for full time elementary teachers and twenty-seven and one-half (27.5) hours per week for secondary teachers.
2.
 - a. Employees on full time itinerant assignments (working in two or more schools on any day) shall be assigned not more than 980 minutes per week instructional time. A part time itinerant employee's instructional time shall be pro-rated from 980 minutes per week. This provision shall not apply to Continuing Education employees.

- b. Instructional time shall include one (1) hour of travel time for each time an employee with a continuing education assignment must travel between schools or Continuing Education job sites.
3.
 - a. For kindergarten teachers, instructional time shall be twenty-five (25) hours per week for full time teachers and twelve and one half (12.5) hours for half time teachers. Instructional time is defined in Article D.20.4, and shall also include time to prepare students for departure for home.
 - b. The noon intermission for kindergarten teachers may be scheduled by the teacher at a time which does not coincide with the regularly scheduled noon intermission for the other teachers in the school.
4. Instructional time shall be defined as scheduled time spent instructing students plus:
 - a. homeroom,
 - b. between period change time,
 - c. recess in the elementary schools,
 - d. non-instructional time.
5. No duties shall be assigned to employees while they are on their non-instructional time.
6. Non-instructional time shall be scheduled as follows:
 - a. a minimum of twelve and one-half percent (12.5%) of the total time assigned to the blocks in a complete cycle of a secondary school's timetable shall be provided for non-instructional time;
 - b. each full time elementary teacher shall be provided with a minimum of one hundred (100) minutes per week of non-instructional time;
 - c. non-instructional time for full time elementary teachers shall be scheduled in blocks of not less than thirty (30) consecutive minutes;
 - d. part time employees' non-instructional time shall be pro-rated. In no case will a part time employee receive less than thirty (30) minutes of non-instructional time per week;
 - e. part time secondary employees' non-instructional time shall be pro-rated from that provided in the secondary school in which they are assigned. Where timetabling does not permit scheduled non-instructional time for a part-time or single semester employee, the employee shall be paid for a commensurate increased point assignment in lieu of scheduled non-instructional time;
 - f. non-instructional time shall be exclusive of recess and lunch periods.

7. It will not be a violation of this Agreement if non-instructional time normally scheduled for a particular day is not received by the teacher due to the teacher's absence from school, schools operating for less than a full week, or non-instructional days. Non-instructional time lost due to early dismissal shall be repaid at a time agreeable to affected employee(s).

ARTICLE D.21 HOME EDUCATION

The responsibility for home schooled students shall rest with the Administrative Officer. Although employees shall not be required to register, instruct, advise, prepare materials or exams, assess or prepare reports on home schooled students, a reasonable level of assistance will be provided to the Administrative Officer.

ARTICLE D.22 REGULAR WORK YEAR FOR EMPLOYEES

1. The working year for full time employees shall not exceed 195 days in session. Part time work shall be pro-rated.
2. Employee attendance at any required activity outside of the regular work year shall be voluntary, and at the employee's discretion:
 - a. paid at the rate of 1/195 of the annual salary per day, or
 - b. subject to compensatory time off. The scheduling of compensatory time shall be determined by the employee after consultation with the school administrator.
3. The working year for employees shall include:
 - a. five (5) non-instructional days for professional development;
 - b. one (1) Curriculum Implementation Day according to the School Calendar Regulation;
 - c. an opening day for the school on which the day is shortened for all students in the school, and on which the Board may provide different dismissal times for different students of the school;
 - d. one (1) year-end administrative day. This day shall be a non-attendance day for students;
 - e. four (4) days which are shortened by one (1) hour for the purpose of parent-teacher interviews or student assessment;

- f. for kindergarten teachers who enroll two (2) divisions, additional parent-teacher conference days or student assessment days shall be provided when the total enrolment in the two (2) divisions is as follows:

30-33 students	0.5 additional days
34-37 students	1.0 additional days
38-41 students	1.5 additional days
42+ students	2.0 additional days

These days shall be scheduled by the teacher after consultation with the school administrator.

4. Teachers of kindergarten students shall be provided five (5) consecutive days after the opening day for a phased-in start to kindergarten. The teacher may use these days for gradual entrance and/or home visits during the school day.
5. Days in session shall be scheduled according to the Ministry of Education's Standard School Calendar (provided at back cover).
6. No employee shall suffer loss of pay in the event of a Board ordered closure of a work site or a Board ordered cancellation of student attendance. When safety is not a factor, the Board may require employees to report to work.

ARTICLE D.23 DURATION OF THE SCHOOL DAY

1. In an elementary school the duration of the school day shall not exceed six (6) hours, including:
 - a. instructional time not to exceed five (5) hours, including fifteen (15) minutes of recess; and
 - b. a regularly scheduled noon intermission of one (1) hour.
2. In a secondary school the duration of the school day shall not exceed six (6) hours and thirty (30) minutes, including:
 - a. instructional time not to exceed five (5) hours and thirty (30) minutes, including homeroom and time for students to change classrooms; and
 - b. a regularly scheduled noon intermission of one (1) hour.
3. With the agreement of the NVTAs Staff Committee, conditions described in Article D.23.1 and D.23.2 may be altered.
4. As far as possible, part time assignments in secondary schools shall be scheduled in consecutive teaching blocks.

5. As far as possible, Continuing Education assignments shall be scheduled in consecutive teaching blocks.
6. In Continuing Education, the workday, as defined in Article D.23.2, may be split with the agreement of the employee and the NVTA Staff Committee.

ARTICLE D.24 ASSIGNED DUTIES (NOON HOUR)

1. No employee shall be required to perform any duties during the school's regularly scheduled noon intermission. An employee may request a teaching assignment during the school's regularly scheduled lunch period. In such cases an alternative duty free lunch period will be provided.
2. In the event of an emergency involving the safety of pupils, the provisions of Article D.24.1 do not preclude a school administrator from temporarily assigning pupil supervision duties as may be necessary.

ARTICLE D.25 ASSIGNED DUTIES (OTHER)

No employee shall be required to perform any duties outside their normal instructional assignment.

ARTICLE D.26 STAFF MEETINGS CALLED BY ADMINISTRATORS

Regular staff meetings called by the school administration, outside of exceptional circumstances, shall:

1. be accompanied by an agenda of the items to be considered and circulated at least five (5) days in advance of the meeting;
2. provide an opportunity for all participants to place items for consideration on the agenda;
3. be recorded by way of written minutes which shall be distributed to each staff member;
4. not be held outside of one (1) hour prior to the commencement of, and two (2) hours after the end of, the instructional day;
5. not be held during the recess or noon intermission; and
6. normally be limited to one (1) meeting per month.

ARTICLE D.27 EXTRACURRICULAR/VOLUNTARY ACTIVITIES

1. In this Agreement, extracurricular activities include all those that are beyond the provincially prescribed and locally determined educational programs.
2. The Board and the Association recognize and support the concept that extracurricular activities are an integral part of each student's educational experience.
3. Such activities are assumed on a voluntary basis.
4. Voluntary activities shall not form any part of the position description, job posting, hiring decision, assignment, or evaluation of an employee.
5. For the purpose of insurance and liability, employees, while involved in extracurricular activities, shall be considered to be acting in the employ of the Board.

ARTICLE D.28 TECHNOLOGICAL CHANGE

1. Definition

For the purpose of this Agreement, the term "technological change" shall be understood to mean changes introduced by the Board in the manner in which it carries out educational operations and services, where such change or changes significantly affect the terms and conditions or security of employment of members of the Association covered by this Agreement, or alters significantly the basis on which the Agreement was negotiated.

2. Notice

When it is determined that a technological change is to be introduced, the Board shall so notify the Association in writing. Such notice shall be given as far as possible in advance of, and at least ninety (90) days before, the term in which the introduction of the technological change is intended.

3. Data to be Provided

The notice of intent to introduce a technological change shall contain as a minimum:

- a. the nature of the change;
- b. the date on which the Board proposes to effect the change;
- c. the appropriate number, type and location of Association members likely to be affected by the change;
- d. the effects the change may be expected to have on Association members' working conditions, including health and safety and terms of employment; and

e. other pertinent data relating to the anticipated effects on Association members.

4. **Retraining**

Retraining assistance shall be provided to an employee whose working conditions have been adversely affected by technological change, pursuant to Article C.26 (Retraining).

5. **Negotiations**

When the Board has notified the Association of its intention to introduce a technological change, the parties shall meet within the next thirty (30) days to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the Board and the Association to protect the Association members from any adverse effects. If agreement is not reached, the matter may be referred, by either party, to an arbitration board.

ARTICLE D.29 TEACHER TEACHING ON CALL AVAILABILITY AND WORKING CONDITIONS

1. When, for any reason, an employee is absent, the Board shall employ a teacher teaching on call to replace that employee.
2. The teacher teaching on call shall be required to assume only the duties of the employee the teacher teaching on call is replacing.
3. Employees, except teachers teaching on call and those employees whose assignment is that of permanent teacher teaching on call, shall not be required:
 - a. to perform the duties of an employee who is absent; or
 - b. to supervise the students of an employee who is absent, except in emergency situations.
4. Exceptions to Article D.29.1 and D.29.3 are as follows:
 - a. where no teacher teaching on call is available for work;
 - b. where the absence is a short-term absence of up to five (5) school days, of an area counsellor without instructional duties or a district specialist without instructional duties, and where a teacher teaching on call would not be able to carry out the replacement assignment due to the sensitive nature of the area counsellor's or district specialist's work, and the area counsellor or district specialist agrees to not being replaced;
 - c. where the absence is that of a secondary school counsellor, and another school employee agrees to replace the absent counsellor, in which case that employee shall be replaced by a teacher teaching on call, if the counsellor agrees to the

arrangement. Otherwise, a teacher teaching on call shall be provided for the absent counsellor.

5. In special circumstances, if a teacher teaching on call is informed at the time of call out and agrees to the assignment, the teacher teaching on call may replace more than one employee on a rotational basis, provided the total assignment for the day fulfils the conditions of Article D.20 (Hours of Work/Non-Instructional Time).
6. If, under Article D.29.4, an employee is required to cover for an absent employee, any and all lost non-instructional time shall be repaid to that employee at a time mutually agreeable to the employee and the school administration.

ARTICLE D.30 HEALTH AND SAFETY CONDITIONS

1. Classes shall be conducted only in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective teaching and learning.
2. The following health standards shall be maintained in North Vancouver schools:
 - a. insofar as possible, temperature must be maintained above 18 degrees Celsius and below 24 degrees Celsius;
 - b. there must be an uninterrupted supply of water for drinking and washing;
 - c. washrooms must be functional and sanitary;
 - d. waste must not accumulate in such a way as to cause unsanitary conditions;
 - e. all classrooms, halls and exits must have adequate lighting;
 - f. rooms designated as lunchrooms and/or cafeterias must be in a sanitary condition;
 - g. dust levels must be at a level where there is not discomfort for pupils or staff;
 - h. combustible materials shall not be kept in hallways, stairs, walls, or furnace room, nor can fire exits be blocked in any way;
 - i. specific problems which endanger the health and safety of individual employees or pupils must be eliminated;
 - j. adequate supplies of soap, towelling and tissue must be maintained; and
 - k. an adequate accessible supply of disposable gloves and disinfectant shall be provided in each school for employees required to deal with pupils' blood or other bodily fluids.

3. Pupil medication procedures in North Vancouver schools shall be as follows:
 - a. employees have a duty to render assistance in an emergency;
 - b. employees shall not be called on to administer medication on a regular or predictable basis;
 - c. the Board shall establish policies (see Policy 303) that require schools to establish systems for administering medication after consultation with parents, family physicians, the public health nurse and the medical health officer;
 - d. the administration of medication shall be the responsibility of appropriate health personnel except for those mature pupils capable of, and trained in, self-administration; and
 - e. if isolation or other exceptional circumstances prevent the foregoing policy from being applicable and employees are requested to administer medication, the following conditions constitute prerequisites:
 - i. employees are not required to transgress any legislation;
 - ii. employees volunteer to provide the service;
 - iii. employees receive training appropriate to the required duties; and
 - iv. payment of any service rendered by employees in administering medication is negotiated between the Board and the Association.
4. Where maintenance work to schools must be completed during the school day, affected teachers shall be consulted and given adequate notice.
5. The Board shall ensure that each work site has a copy of the Occupational Health and Safety Regulation of the *Workers' Compensation Act*.
6. Where an employee has reasonable cause to believe a work process is unsafe they shall have the right to refuse to carry out that process pursuant to Sections 3.12 and 3.13 of the Workers' Compensation Board Health and Safety Regulation. The same procedure will apply where an employee has reasonable cause to believe that the immediate teaching environment poses an imminent danger to the students or the employee, in which case the employee has the right to remove the students from the situation.

ARTICLE D.31 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

1. It is agreed that the Board shall establish an Occupational Health and Safety Committee in accordance with the *Workers' Compensation Act*. The Committee shall be composed of not fewer than nine (9) members, chosen by and representing equally, the Association, CUPE, and the Board.

2. The function of the Committee shall be to assist in creating a safe place of work. In addition:
 - a. the Committee shall recommend actions to the Superintendent which will improve the effectiveness of the Occupational Health and Safety Program;
 - b. the Committee shall also make recommendations to the Superintendent with respect to the health services provisions, as specified in the *School Act*, as they affect employees; and
 - c. the operation of the Health and Safety Committee shall be governed by the procedures of Sections 125-140 of the *Workers' Compensation Act*.

ARTICLE D.32 HAZARDOUS MATERIALS AND WORKPLACE INVENTORIES

1. The Board shall provide staff, time and resources to ensure that the Workplace Hazardous Materials Information System (WHMIS) is fully implemented in all school sites and workplaces in the district.
2. The Board shall conduct orientation sessions for new employees and follow-up meetings, as needed, to maintain the educational features of the WHMIS program. Release time shall be provided by the Board for the WHMIS orientation and training.
3. Non-instructional days shall not be used for WHMIS orientation or training purposes.
4. Release time shall be provided for an employee who is required to complete workplace safety inventories and other health and safety documents.

ARTICLE D.33 SPACE AND FACILITIES

1. The Board and the Association recognize the need to provide space sufficiently flexible to allow the staff choices in the organization of classes and groupings, and in the application of effective instructional techniques. Therefore, the Association shall be adequately represented on all district committees established to improve existent facilities or to construct new facilities. Further, the Association may identify to the Superintendent or the Board any facilities which require capital improvement or construction.
2. The Board accepts the value of a work area designed and equipped for the preparation of educational materials and for conferencing needs. The Board recognizes the need to progress towards the provision of such a facility in each school. These facility changes shall be done in consultation with the NVTA Staff Committee. Each NVTA Staff Committee may make a proposal for such a work area to the school administration.
3. An employee required to change their principal classroom during the school year, or within two (2) days prior to school opening, shall have one (1) release day to prepare the

classroom. This provision does not apply to changes of principal classrooms at semester end in secondary schools.

4. **Portable Classrooms**

- a. A teacher shall be required to teach in a portable classroom for a maximum of two (2) consecutive years. At the option of the teacher, this period may be extended. This provision does not apply to portable classrooms outfitted for the purposes of specialty instruction including, but not limited to, drama, music, computer or technology education.
- b. A telephone, intercom, or other electronic communication device shall be provided in each portable classroom.
- c. The Board shall consult with the NVTA Staff Committee, where possible, prior to installing any portable classroom on the school site.
- d. Employees assigned to new portable classrooms that arrive during the school year, or within two (2) days prior to school opening, shall have one (1) release day to prepare the classroom.

ARTICLE D.34 CLASSROOM EQUIPMENT AND SUPPLIES

1. The Board recognizes that school equipment and supplies are integral to the education process.
2. Each classroom shall have:
 - a. teacher desk and teacher chair;
 - b. lockable four (4) drawer filing cabinet;
 - c. teacher bookcase;
 - d. lockable storage cupboard;
 - e. blackout curtains (elementary, and where requested, secondary);
 - f. projection screen, mounted (elementary, and where requested, secondary);
 - g. pencil sharpener;
 - h. electrical outlets;
 - i. wall maps (where requested);
 - j. chart holder box (elementary, and where requested, secondary);
 - k. stapler; and
 - l. extension cord.
3. Each classroom should have:
 - a. sink with hot and cold water (elementary, and where required, secondary);
 - b. speakers, wall-mounted;
 - c. electrical outlets, minimum of six (6);

- d. cable television outlet;
 - e. room dividers (where requested);
 - f. extension phone;
 - g. computer;
 - h. radio/tape deck;
 - i. three-hole punch;
 - j. paper cutter (elementary, and where requested, secondary); and
 - k. tissues.
4. Each teacher shall have access to:
- a. video cassette recorder;
 - b. television set;
 - c. film projector;
 - d. overhead projector;
 - e. computer, printer, and modem;
 - f. radio/tape deck;
 - g. three-hole punch;
 - h. paper cutter;
 - i. room dividers;
 - j. sound filmstrip projector;
 - k. sound filmstrip viewer;
 - l. listening post (elementary);
 - m. photocopying machine; and
 - n. FAX machine.

ARTICLE D.35 ASSOCIATION RECOMMENDATIONS REGARDING THE BOARD BUDGET

- 1. The Board shall consult annually with the Association regarding the Board's operating budget prior to final budgetary decisions being made.
- 2. The Association has the right to make recommendations at any time to the Board regarding the Board's budget.

ARTICLE D.36 BEGINNING EMPLOYEES

- 1. A beginning employee shall be an employee with no previous teaching experience other than teaching on call.
- 2. Beginning employees shall be provided with specific working conditions to help them with their adjustment to teaching. The specific conditions shall include, but not be limited to, an assignment wherein:
 - a. the most demanding classes are not their responsibility; and

- b. the number of subject preparations is kept to a minimum.
- 3. The NVTA School Staff Committee and the school administration shall jointly develop a mentoring and induction program for each beginning employee.
- 4. The mentoring and induction program for beginning employees shall not comprise any part of the evaluation of the beginning employee.

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 POSTING AND FILLING OF VACANT POSITIONS

1. In this Article “vacancy” shall mean an existing or newly created assignment, or position to which an employee is not assigned.
2. All vacancies shall be posted as soon as they become known and a copy shall be forwarded to the Association.
3. Vacancies for the next school year shall be posted according to the following sequence, and copies shall also be mailed to employees on the recall list:
 - a. in all schools and centres of the district for a period of seven (7) calendar days;
 - b. outside the district subsequent to posting in the district.
4. Posting information shall include the nature and location of the assignment, the date of the posting, and the application deadline.
5. Positions which become vacant during the school year shall be posted.

6. The Board shall fill vacancies, other than those for Positions of Special Responsibility, with employees who have the necessary qualifications and experience to perform the duties of the vacant positions, in the following order of priority:
 - a. employees who possess a Continuing Contract and who have been declared surplus; or are returning from a leave of absence; or are requesting an Employee Initiated or Committed Transfer, or being transferred on the initiative of the Board pursuant to Article E.23 (Transfers and Assignments);
 - b. employees on the recall list, pursuant to Article C.2 (Seniority) and Article C.20 (Layoff, Recall, and Severance Pay);
 - c. employees on a continuing appointment on part time assignments requesting an increase in the time of their assignment at an earlier date than that previously arranged under Article C.24 (Part Time Employees' Employment Rights);
 - d. employees who have held a continuing contract during the previous fifty (50) school months to the date on which the position is posted; or who currently hold or have held a temporary appointment during the previous fifty (50) months to the date on which the position is posted; or teachers teaching on call;
 - e. other new applicants.

In the event of the equality of qualifications and experience for two (2) or more candidates, the employee with the greatest seniority shall be given preference.

ARTICLE E.21 POSTING AND FILLING POSITIONS OF SPECIAL RESPONSIBILITY

1.
 - a. All positions of special responsibility (defined as those with an additional allowance of money and/or time) covered by Article B.28 (Positions of Special Responsibility) shall be posted and filled by competition.
 - b. School based positions shall first be posted within the school. If the position is not filled, it shall then be posted district wide.
2. In the case of school based positions, including midyear vacancies in those positions:
 - a. a screening committee within the school shall be established by, and make its recommendations to, the Board;
 - b. the screening committee shall consist of a majority of Association members chosen by the NVTA Staff Committee.

3. In the case of district wide positions, including midyear vacancies for these positions:
 - a. the Board shall establish a screening committee which shall make its recommendations to the Board;
 - b. the committee will have as its membership an equal number of representatives appointed by the Board and the Association.
4. Employees who wish to be considered for a vacant position of special responsibility shall submit an application to the appropriate screening committee, as described in Article E.21.2 and E.21.3. There shall be no formal recommendation of a candidate or election by a department in advance of the proceedings of the screening committee.
5. Job descriptions for positions of special responsibility shall be developed through consultation between the Board and the Association, as per Article B.28 (Positions of Special Responsibility).
6. At the end of each school year, each teacher assigned to a position of special responsibility may be requested to submit a report to the Board and the Association on the activities undertaken, with recommendations for further action and development.

ARTICLE E.22 OFFER OF APPOINTMENT TO THE DISTRICT

1. Successful applicants will be offered appointments to the district by the Human Resources Department (Director of Human Resources). Offers may be either in writing or verbal.
2. A written confirmation of the offer of appointment shall be dispatched from the Human Resources Department within forty-eight (48) hours of the verbal offer.
3. Applicants will have forty-eight (48) hours from the time of the verbal offer to provide the Board with a decision.
4. Within forty-eight (48) hours of the verbal acceptance, a written confirmation will be dispatched to the Board by the applicant.
5. Verbal offers or verbal confirmation of acceptance will be deemed to be binding on both parties.

ARTICLE E.23 TRANSFERS AND ASSIGNMENTS

1. General Principles

- a. The Board and the Association recognize that employee transfers from one (1) school or work site to another may be necessary or desirable as a means of providing balance

and enrichment to school programs, and as a method of continuing professional growth for employees.

- b. Without limiting the generality of the foregoing, employees may be transferred and assigned in the district by the Board in order to:
 - i. accommodate an employee requesting a change from the employee's present assignment;
 - ii. accommodate an employee returning from leave of absence;
 - iii. staff a new school or district program;
 - iv. relocate an employee due to enrolment changes or educational program changes; or
 - v. accommodate Board-initiated involuntary transfers.
- c. The Board reserves the right to limit the number of transfers and approve all requests.
- d. No employee shall be transferred without prior consultation with the employee concerned.
- e. All transfers shall be considered in light of the following criteria:
 - i. the educational program needs of the schools and district;
 - ii. the employee's qualifications and experience;
 - iii. the employee's preference; and
 - iv. seniority within the bargaining unit.
- f. Where possible, the Board shall complete all transfers before new employees are assigned by the Board in any given school year.
- g. Employees on continuing appointment are eligible for voluntary transfer.
- h. Committed Transfer requests shall be submitted on the appropriate form to the Human Resources Department by May 31. Employees shall no longer hold a position in their current school beyond June 30 of the year in which they request a Committed Transfer.
- i. As soon as possible after June 1, a list of employees who have requested committed transfers shall be sent by the Board to the Association office. The list shall include the employee's name, location and position.

2. Voluntary Transfers

a. Definitions

- i. Intra-District Exchange—a voluntary exchange of two (2) employees at two (2) different schools or locations for a limited duration.
- ii. Employee-Initiated Transfer—an employee voluntarily transfers from one school or location to another.
- iii. Committed Transfer—an employee voluntarily commits to transfer from one school to another location subject to all the conditions in Article E.20 (Posting and Filling of Vacant Positions).

b. Intra-District Exchange

- i. Where two (2) employees wish to exchange assignments, they may file a written request for exchange through the Human Resources Department by May 1, to be considered for the subsequent school year.
- ii. The length of the exchange shall be one year unless extended by agreement of both employees and the Board.

c. Employee-Initiated Transfer

- i. Any employee on a continuing contract may, until July 31, apply for any posted position which commences the next school year and for which the employee has the necessary qualifications and experience.
- ii. If applicants for transfer fail to accept or respond to an offered assignment within forty-eight (48) hours of the offer, the offer shall be considered to be withdrawn for that school year.
- iii. The Board shall not be required to modify or alter a posted assignment to accommodate a transfer.
- iv. If the request for transfer is fulfilled, the employee shall be officially notified in writing by July 31, or as soon thereafter as possible. Normally, no transfers will occur after July 31.
- v. An employee who has successfully posted into a vacant position for the following school year shall not be eligible to apply to another posting except by mutual agreement or unless the employee is attempting to increase a part time assignment without relinquishing the initial placement.

- vi. Between June 30 and August 23 it is the employee's responsibility to be available to respond to a posting.
- d. **Committed Transfer**
 - i. A Committed Transfer shall only be initiated by the employee.
 - ii. Prior to August 15 an employee who requests a Committed Transfer shall have the opportunity to apply for any posted position which commences the following school year and for which the employee has the necessary qualifications and experience. After August 15, Article E.23.3.c.v shall apply.
 - iii. Between June 30 and August 23 it is the employee's responsibility to be available to respond to a posting.

3. **Involuntary Transfers**

- a. **Definitions**
 - i. **Board-Initiated Transfer**—an employee transferred involuntarily from the employee's present school or location to another school or location, at the discretion of the Board for just and reasonable cause and without discrimination.
 - ii. **Surplus Transfer**—an employee declared surplus to a school or program as a result of enrolment decline, school closure, or program changes, and, therefore, who must be transferred to another school or location.
- b. **Board-Initiated Transfer**
 - i. The Board may initiate a transfer of an employee for reasons defined under "Definitions" above.
 - ii. The Board shall notify the employee of its intention to initiate a transfer by March 15.
 - iii. An employee who may be subject to a Board-initiated transfer at the end of a school year shall be informed of the recommendation at a meeting with the appropriate Board official and a representative of the Association.
 - iv. The employee may be transferred to a position in another school provided the employee has the necessary qualifications for the position.
 - v. The nature of the transfer and the reasons for it shall be communicated to the employee.

- vi. Once the decision is finalized it will be confirmed in writing to the employee and the Association.
 - vii. The employee shall have the opportunity to consider the transfer and to reply in writing up to the date that the transfer is implemented.
 - viii. If an employee feels there are substantial grounds to believe the decision to proceed with an involuntary transfer is unreasonable, the employee may request a review by the Superintendent, and may be accompanied at such review by a representative of the Association.
 - ix. An employee currently working between 9:00 a.m. and 3:00 p.m. will not be required to work any alternate Continuing Education hours without the employee's agreement.
- c. Surplus Transfer
- i. An employee who may be subject to a surplus transfer at the end of a school year shall be informed of the recommendation at a meeting with the appropriate Board official and a representative of the Association.
 - ii. The following factors will be used in order of priority in the determination of which employee will be designated as surplus to the needs of the school or district program:
 - (1) voluntary election by an employee to be declared surplus;
 - (2) the educational program needs of the school or of a district-wide program;
 - (3) seniority within the bargaining unit.
 - iii. Employees declared surplus shall be informed officially in writing by May 1, or as soon thereafter as possible, with a copy provided to the Association.
 - iv. Employees declared surplus shall be apprised of known available vacancies in the district and given the opportunity to state a preference for any of these known vacancies. The employee's request shall not be unreasonably denied. The employee shall also advise the Board of any retraining needs in order to adequately prepare for the proposed transfer, pursuant to Article C.26 (Retraining).
 - v. After August 15, if only one vacancy exists that matches a surplus employee's qualifications and experience, the Board shall have the right to assign that employee to that position.

- vi. An employee declared surplus shall not be transferred without the employee's agreement for two (2) years following the initial transfer.
 - (1) An employee will receive surplus protection if that employee has surplus status after June 30.
 - (2) The two (2) years protection from surplus transfer means the first year in the new school location, plus the following school year.
 - (3) Surplus employees placed after Spring Break shall be entitled to remain in the new school for the next two (2) school years.
 - (4) An employee may be subject to surplus designation again in the second year by May 1, or as soon thereafter as possible.
- vii. An employee who is declared surplus shall have the opportunity of returning to the position previously held in the event that it is reinstated prior to August 31.
- viii. An employee currently working between 9:00 a.m. and 3:00 p.m. will not be required to work any alternate Continuing Education hours without the employee's agreement.

ARTICLE E.24 ASSIGNMENT IN SCHOOL

- 1. Assignment means the specific position and duties of the employee, which includes grade level, subjects, or district duties at a specific school(s) or location(s) within the district.
- 2. Before May 15, the Board shall provide, at a staff meeting, adequate and timely information on projected enrolment divided by grade and the school's professional staffing entitlement with any subdivisions of that entitlement made by the Board.
- 3.
 - a. The NVTA Staff Committee shall make recommendations to the appropriate administrator regarding a proposed school programme, timetable, and employee assignments for the next school year, and if applicable, during the school year.
 - b. This does not preclude the opportunity for recommendations to the administrator from an individual teacher concerning their assignment, and/or from departments concerning their departments' assignments.
- 4. Assignments within a school shall be based on the following criteria:
 - a. the needs of the Board;
 - b. the documented qualifications and experience of the employee;
 - c. equitable distribution of work load;
 - d. personal preference of the employee;

- e. Staff Committee recommendations.
- 5.
- a. If a vacant position is posted according to Article E.20 (Posting and Filling of Vacant Positions), and an employee in the same school wishes to be considered for reassignment to the vacant position, the employee shall inform the administrator in writing of a request for reconsideration no later than the expiry date of the posting.
 - b. Prior to considering any candidate outside the school, the administrator shall reconsider the employee's assignment using the criteria in Article E.24.4. The administrator shall inform the employee in writing of the decision with reasons, regarding the outcome of the reconsideration no later than five (5) days subsequent to the employee's request.

ARTICLE E.25 EVALUATION OF EMPLOYEES

1. Purpose

The purpose of evaluation is to assess employee competence and to acknowledge and support effective instruction.

2. General Guidelines

- a. Each employee new to the district may receive a formal evaluation. Once a satisfactory report has been written on a new employee, no succeeding formal evaluation shall occur unless the competence of the employee is questioned, or the employee requests a formal evaluation.
- b. Criteria shall be discussed in a meeting(s) between the employee and the evaluator and shall be applied to aspects of the learning situation over which the employee has responsibility.
- c. Involvement or non-involvement in voluntary activities, participation in Association activities, or matters not directly related to the employee's duties are outside the scope of evaluating and reporting on the work of an employee.
- d. Whenever possible, observations shall be made on the employee's assignment in the prime area(s) related to the employee's qualifications and experience.
- e. Evaluation reports shall state and take into account any discrepancy between the employee's assignment and their professional training and/or experience.
- f. The content of an evaluation report shall be a specific, objective description of the employee's performance and shall be based solely on the personal observations of the evaluator. Conclusions shall be adequately substantiated.

3. **Process**

- a. Each report shall be based on a reasonable number of observations which reflect the teacher's assignment: a minimum of three (3) and a maximum of six (6). More observations may be added by mutual agreement.
- b. At least ten (10) school days, or sooner, by mutual agreement, prior to commencing observations, the evaluator shall meet with the employee to outline the purposes of the evaluation; and to reach agreement on the time span, the schedule of observations, and the criteria and standards to be applied.
- c. Periods chosen for observation shall be mutually determined, shall not be at abnormal or inappropriate times, and the employee shall have the opportunity to select at least half the observation times.
- d. Observations shall begin no earlier than forty (40) school days following the commencement of any assignment.
- e. Following each observation, the evaluator shall discuss with the employee their observations. Such observations shall be provided in writing within five (5) school days of the observations.
- f. The employee shall be given a draft copy of the evaluation report at least two (2) school days before the preparation of the final copy. The employee shall have the opportunity of meeting with the evaluator and, at the employee's request, a representative of the Association, to propose changes to the draft. The evaluator shall ensure accuracy in, and shall attempt to reach agreement on, the evaluation report with the employee prior to filing the final report.

4. **Preparation and Disposition of the Report**

- a. All evaluation reports on the work of an employee shall be in writing and no supplementary oral or written report shall be made.
- b. In cases where no previous formal report has been filed in the district, or where employee competence is in question, evaluation reports shall be prepared only by the principal of the school to which that employee is assigned, or by a higher level administrator. For all other formal reports, any administrator of the Board may write the report.
- c. The evaluator may review previous formal reports in the employee's personnel record. The current evaluation report shall be prepared independently and without collaboration on content or results.
- d. The final evaluation report shall be filed in the employee's personnel file at the Board Office and a copy may be filed in the temporary personnel record at the school. The provisions of Article E.28 (Personnel Records) shall apply. A copy

shall be given to the employee at the time of filing. There shall be no other copies of the report filed.

- e. The employee shall have the right to submit to the evaluator a written statement on the evaluation report which shall be filed with all copies of the report.

5. **Less Than Satisfactory Evaluation Report**

In the event of a less than satisfactory evaluation report:

- a. notification will be made to the President of the Association within five (5) days after issuance of the report;
- b. the Board shall make suggestions for improvement and develop a plan of assistance which, if accepted by the employee, would be completed before another report is initiated; and
- c. a copy of the plan of assistance shall be provided to the Association unless the employee elects otherwise.

6. **Evaluation of Teachers Teaching on Call**

- a. The provisions of Article E.25.1 through E.25.5 (Evaluation of Employees) shall not apply to teachers teaching on call.
- b. Teacher teaching on call evaluation shall follow the procedures of Appendix C (Teacher Teaching on Call Evaluation Guidelines and Teacher Teaching on Call Evaluation Form).
- c. The provisions of Article C.23 (Dismissal Based on Performance) shall not apply to the evaluation of teachers teaching on call.

ARTICLE E.26 NONDISCRIMINATION

- 1. The Board and the Association do not condone and will not tolerate any expression of discrimination or bias, as outlined in the *B.C. Human Rights Code*, by its trustees, administrators, employees, or students.
- 2. For the purpose of this Collective Agreement, discrimination is defined under the *B.C. Human Rights Code*.
- 3. The Board shall not discriminate against any applicant for employment or any employee regarding the terms of employment on the basis of age, gender or sexual orientation, race, colour, religion, political belief, national origin, marital status, whether they have dependants, or physical or mental ability, unless the limitation, specification or preference is based on a bona fide occupational requirement.

4. The Board shall not discriminate against any employee because that employee participates in authorized Association activities.
5. The Board and the Association shall promote nondiscrimination through:
 - a. professional development and in-service activities;
 - b. the development and integration of educational programs, activities, and learning resources which support non-discrimination;
 - c. consultation with the NVTA Multiculturalism/Anti-Racism Committee and the NVTA Status of Women Committee.

ARTICLE E.27 RACE RELATIONS/MULTICULTURALISM

The Board and the Association value the unity and diversity of Canadian society and will, therefore, promote cultural tolerance and acceptance in all aspects of a pupil's school experience. In recognition of the multicultural diversity of North Vancouver's community, the Board and the Association endorse and will promote the concept of active and positive multiculturalism within the schools of North Vancouver.

1. The Association and the Board shall promote a multicultural/anti-racist environment through:
 - a. professional development and in-service activities;
 - b. development and integration of multicultural/anti-racist educational programs, activities and learning resources into the curriculum;
 - c. consultation with the NVTA Multiculturalism/Anti-Racism Committee.
2. The Board and the Association recognize that a workforce that is reflective of the racial and multicultural nature of the community is desirable.

ARTICLE E.28 PERSONNEL RECORDS

1. An official personnel record will be accurately maintained in the Human Resources Department for each current and former employee effective from the date of their official appointment. These microfiche, computer and paper records will be updated annually and will contain:
 - a. a cumulative history of each employee's employment, including details of the employee's current assignment;
 - b. relevant legal documents such as those related to birth, marriage, citizenship, name changes, medical reports, and other demographic information;

- c. official evaluation reports;
 - d. written statements of commendation and references from any source;
 - e. a cumulative history of each employee's education and training;
 - f. salary and benefits information;
 - g. pre-employment information collected at the time of application for employment.
2. A temporary personnel record may be maintained at a school. Any material in that record as defined by Article E.28.1.a through E.28.1.g shall, on the employee's or administrator's departure from that school be incorporated into the official personnel record. Any other information kept in the temporary personnel record will be subsequently destroyed.
 3. Should filed material be of a negative nature, the employee shall have the right to respond in writing to any document in the official record and such response shall become part of the record.
 4. In the event that disciplinary action is taken by an administrator or by the Board against an employee, there will be for that employee, a separate confidential sealed envelope in which documents pertaining to such disciplinary action will be kept in the employee's official record, accessible only to the Superintendent or the Superintendent's designate and the employee concerned.
 5. All official personnel records are considered confidential with access restricted to the Superintendent, Secretary-Treasurer, Assistant Superintendents, Director of Human Resources and officials in the Human Resources Department in the discharge of their duties. No other person or agency may have access to information in an employee's record, except when the employee has given written consent for the release of information to a specific person or agency, or when such information is required by law to be released.
 6. Confidential references and other similar information collected at the time of application for employment will be kept in a sealed envelope in the employee's official personnel record accessible only to the Superintendent or designate or the employee concerned.
 7. Employees shall have access to their own official personnel records or the temporary personnel records at all reasonable times after presentation of appropriate identification. This right of access shall include the right to have another individual of the employee's choosing present. Examination of the official record will take place in the Human Resources Department under the supervision of the Superintendent or officials in the Human Resources Department authorized by the Superintendent or, in the case of a temporary personnel record, under the supervision of the school administrator.

8. The Superintendent or the Superintendent's designate shall take all reasonable precautions to protect official personnel records from unauthorized access, and accidental or purposeful manipulation or destruction. Appropriate security measures will also be instituted so that transfer of unauthorized individually identifiable personnel data is not possible to any other data system.
9. The employee may elect to have removed any documentation of a critical nature or related to disciplinary action taken by the Board two (2) years after filing unless the documentation is related to a criminal offence or gross misconduct, provided that no further material of a similar nature has been subsequently filed. Unsatisfactory formal evaluations shall be removed once a satisfactory formal evaluation is filed.

ARTICLE E.29 FALSELY ACCUSED EMPLOYEES

1. When an employee has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and
 - a. an investigation by the Board has not concluded that the accusation is true; or
 - b. the employee is acquitted of criminal charges in relation to the accusation; or
 - c. an arbitrator considering discipline or dismissal of the employee finds the accusation to be false; the following conditions shall apply:
 - i. the employee and employee's family shall be entitled to all reasonable specialist counselling and/or medical assistance to deal with negative effects of the allegations; and
 - ii. the employee shall be assisted to the fullest possible extent by the Board in assuring a successful return to the employee's duties, including any necessary period of leave of absence, first priority for transfer to any vacant position requested by the employee for which they have the necessary qualifications and, where requested by the employee, provision of factual information to parents by the Board.

ARTICLE E.30 SCHOOL ACT APPEALS

1. Once a pupil and/or parent/guardian files a formal appeal under the *School Act* (Section 11) and Board By-Law in connection with a decision of an employee covered by this Agreement, or affecting such an employee:
 - a. the employee and the Association shall immediately be notified of the appeal and shall be entitled to receive all documents provided by the appellant related to the appeal;

- b. the employee shall be entitled to attend any subsequent meeting in connection with the appeal where the appellant is present and shall have the right to be accompanied by a representative of the Association;
 - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
- 2. The Board will not normally hear the 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. Appeal decisions will recognize the other provisions of the Collective Agreement.

SECTION F PROFESSIONAL DEVELOPMENT

ARTICLE F.20 PROFESSIONAL DEVELOPMENT FUND

1. The Board shall provide a grant to the Association for the purpose of providing programs, services and courses which promote and foster the professional development of employees in the district.
2. The Board shall grant ninety-four thousand five hundred dollars (\$94,500) to the Association each year. Such payment shall be made by September 1 annually.

Commencing the 2022/2023 school year, the Board shall grant to the Association each school year an amount calculated as follows:

(Category 5+ Step 10 as at June 30 of the previous school year) multiplied by 1.5

Such payment shall be made by September 1, annually (the first such payment using this revised formula, shall be made by September 1, 2022)

3. The Professional Development Fund shall be administered and controlled by the Association. The Association shall submit to the Board an annual financial report.
4. An employee shall be granted a professional development leave of absence upon approval by the Professional Development Committee of the Association. The cost of the teacher teaching on call for employees granted such leave shall be borne by the Professional Development Fund.
5. The Professional Development Fund will not be required to finance locally developed or new provincial program implementation, specific Board initiatives or enhancement projects.

ARTICLE F.21 NON-INSTRUCTIONAL DAYS

1. A non-instructional day is defined as a prescribed school day on which only employees and administrators are in attendance and is considered a working day for salary purposes.
2. There shall be five (5) non-instructional days in each year of this Agreement which shall be designated for employee professional development (Professional Days).
3. Non-instructional days shall be used primarily for the improvement of the learning situation and, as such, are intended as an opportunity for employees to pursue professional activities related to educational objectives, philosophy, organization, teaching methods, or programs.

4. If an employee is required by the Board to attend a non-instructional day on a day that the employee would not normally work, the employee shall receive an extra day's pay or compensatory time, at the employee's discretion.
5. Three (3) of the five (5) Professional Days established in Article F.21.2 shall have common dates. The Association shall notify the Board of these dates by May 1 of the preceding school year. Activities for these days shall be determined by the Association.
6. The school administration shall be involved in the process of developing activities and dates for the remaining two (2) school-based non-instructional days. The final decision regarding the dates and activities rests with the NVT A Staff Committee in each school.
7. In addition to the five (5) non-instructional days in Article F.21.2, there shall be one (1) Curriculum Implementation Day. This day shall be established and administered in accordance with the Ministry Standard School Calendar (see back cover).

ARTICLE F.22 EDUCATIONAL PROGRAM IMPLEMENTATION

1. When new provincially prescribed educational programs or Board authorized locally developed educational programs are introduced to the district, the Joint Educational Program Implementation Committee (JEPIC) shall determine the appropriate process for implementation.
2. JEPIC, established by the Board and the Association, shall comprise:
 - a. the Superintendent or designate;
 - b. the Association Professional Development Chairperson or designate;
 - c. three (3) elementary representatives appointed by the Association;
 - d. three (3) secondary representatives appointed by the Association;
 - e. up to three (3) representatives appointed by the Superintendent or designate.
3. JEPIC shall be responsible for identifying and making recommendations on the following issues related to educational program implementation:
 - a. time necessary for implementation, collaboration, assessment and evaluation;
 - b. appropriate and adequate in-service and retraining;
 - c. educational program support materials needed;
 - d. the space, facilities and equipment needed;
 - e. class size and composition;
 - f. pilot testing of new educational programs.

ARTICLE F.23 LOCAL CURRICULUM DEVELOPMENT

1. The Board and the Association recognize the value of locally developed curricula that address the educational needs of students in North Vancouver.

2. The Board and the Association agree to form a Joint Committee consisting of four (4) members, two (2) representing the Board and two (2) representing the Association, that will:
 - a. establish appropriate working procedures;
 - b. receive proposals for new local curricula;
 - c. provide support for further development of selected proposals; and
 - d. recommend new curricula to the Board for implementation.

ARTICLE F.24 SCHOOL ASSESSMENT/ACCREDITATION

1. Prior to undertaking the Ministry of Education's Provincial school assessment/accreditation program, the NVTA Staff Committee and the school administration shall jointly determine the timing and the most appropriate method of implementing the assessment/accreditation process.
2. The external assessment/accreditation team's report shall be provided only to the school staff concerned, the Board, and the Ministry of Education.
3. The Board shall provide appropriate release time, clerical time, and other resources for school staffs to carry out the assessment/accreditation, as determined jointly by the NVTA Staff Committee and the school administration. Funding to provide these services, beyond that supplied by the Ministry, shall be provided to a maximum of fifteen percent (15%) of the phase one funding.
4. The Board shall ensure full disclosure of all funds and resources available from the Ministry to support the accreditation/assessment process and the implementation of subsequent recommendations and shall dedicate all such funds to that purpose.
5. Unless required by the Ministry, elementary school assessment/accreditation shall take place only if the NVTA Staff Committee agrees to undertake this process, in which case the provisions of this Article shall apply.

ARTICLE F.25 CONTINUING EDUCATION COURSES

An employee who enrolls in any course offered by North Shore Continuing Education shall receive a discount of twenty-five percent (25%) of the registration fee for that course.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

PCA Articles G.1.1 through G.1.3 do not apply in School District No. 44 (North Vancouver). See Article G.1.4.

Local Provisions

4. The Board recognizes and accepts accumulated sick leave credits from other school districts in British Columbia. It will be the employee's responsibility to provide written proof of accumulated sick day credits.

See Article G.21 (Sick Leave) for sick leave use and accrual.

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

3. Compassionate care leave supplemental employment insurance benefits:

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

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

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

See also Article G.28.1 (Discretionary Personal Leaves: Compassionate Leaves)

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.

Note: See also Article G.28.1 (Discretionary Personal Leaves: Compassionate Leaves)

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 Articles G.4.5 to G.4.7.]**

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. **PCA Article G.4.2 does not apply in School District No. 44 (North Vancouver). See Article G.4.5.**
 3. In addition to leave provided in clauses 1 and 2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of this clause “family member” means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;

- b. in relation to an employee's spouse or common-law partner or same-sex partner:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

Local Provisions:

- 5. An employee shall be granted, upon request, the option of two (2) additional days with pay for travel, in the case of a death in the immediate family as defined in Article G.4.1. Upon the request of the employee, a further two (2) days, with the deduction of the cost of a teacher teaching on call, will be granted.
- 6. An employee shall be granted, upon request, a leave of absence with pay of up to four (4) days, with the option of two (2) additional days for travel, in the case of a death of any other person who is domiciled in the home of the employee who is not covered by Article G.4.1.b. Upon the request of the employee, a further two (2) days, with the deduction of the cost of a teacher on call, will be granted.
- 7. The Board may limit the number of paid days (i.e. days without deduction of the cost of a teacher teaching on call) granted in Article G.4.5, G.4.6 and G.28.1.a.i to twelve (12) days in a school year.

See also Article G.28.1 (Discretionary Personal Leaves: Compassionate Leaves).

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.*

Note: See Article G.28 (Discretionary Personal Leaves) for partially paid leaves.

ARTICLE G.6 LEAVE FOR UNION BUSINESS

PCA Article G.6 does not apply in School District No. 44 (North Vancouver), except Article G.6.1.b applies for purposes of Article A.10 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.

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.

NOTE: See also Article G.24 (Maternity Leave, Adoption and Parental Leaves and S.U.B. Plan).

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 LEAVES OF ABSENCE: GENERAL PROVISIONS

The Board and Association recognize that there are occasions when a leave of absence may be required by an employee for personal, professional or other reasons. The following provisions specify the conditions under which such leaves may take place.

1. Return From Leave

- a. Upon return to regular duty the employee may be required by the Superintendent or designate to furnish evidence of compliance with the terms of the Agreement under which the leave was granted. Failure to provide this information shall entitle the Board to be reimbursed for the salary paid or decline future requests for leave.
- b. An employee returning from a full time leave shall return to the position held at the commencement of the leave, if the return to work occurs during the same school year in which the leave was taken.
- c. If the return occurs at the commencement of the following school year, the employee shall be returned to the same or comparable position in the same school.
- d. If the employee returns from a full time leave after the commencement of the following school year or during any subsequent year, the employee shall return to the same or a comparable position, except in the case of maternity, adoption, or parental leaves, where return shall follow the provisions of Article G.24 (Maternity Leave, Adoption and Parental Leaves, and S.U.B. Plan).

- e. Notwithstanding the provisions in Article G.20.1.b through G.20.1.d, an employee returning from leave may be laid off or declared surplus pursuant to the provisions of Article C.2 (Seniority) and Article C.20 (Layoff, Recall, and Severance Pay) or Article E.23 (Transfers and Assignments).

2. Notification of Return

An employee who has been granted a paid or unpaid leave of absence for a school year will, by March 31 of the leave year, notify the Superintendent's designate of the employee's intentions for the following school year. Employees who do not respond by this date will be informed by registered letter to their last known address that they must, within sixty (60) days of the date the letter is postmarked, confirm whether they will be returning to duty. Employees who do not respond within the sixty (60) day period shall be deemed to have had their contract of employment terminated by mutual agreement.

3. Documentation

In cases where an employee plans to be absent, the employee must complete the appropriate absence documentation.

4. Temporary Appointment Employees

Employees on temporary appointments shall be eligible for the following leave provisions:

- a. A.28 Association Officers' Leave;
- b. A.29 Leave for Grievance/Arbitration;
- c. G.21 Sick Leave;
- d. G.22 Extended Medical Leave;
- e. G.23 Workers' Compensation Board Leave;
- f. G.24 Maternity, Adoption and Parenthood Leave, and S.U.B. Plan;
- g. G.25 Parenthood Leave;
- h. G.26 Adoption/Legal Guardianship Leave;
- i. G.28 Discretionary Personal Leaves; and
- j. G.35 Leave for Association, BCTF, CTF, and Teacher Regulation Branch Business.

- 5. The Board reserves the right to limit the total number of leaves, with the exception of those required by statute or by the express terms of this Agreement, granted in a given year, if such leaves may have an adverse effect on the educational environment.

ARTICLE G.21 SICK LEAVE

- 1. Sick leave means the period of time an employee is permitted to be absent from work at the employee's regular rate of pay while ill, disabled, quarantined or because of an

accident for which compensation is not payable under the *Workers' Compensation Act*. Sick leave shall not be used where the employee is on maternity leave under Article G.24 (Maternity, Adoption and Parental Leaves, and S.U.B. Plan).

2. Sick leave allowance means the number of days that an employee has been credited through service to the Board and for which the employee will be entitled to sick leave at the employee's regular rate of pay.
3. Sick leave allowance shall be credited to an employee on the basis of one and one-half (1 and 1/2) days for each month of service to the Board, allowed in advance for each month remaining in the school year. Sick leave accumulated by each employee under previous collective agreements shall continue to be credited to the employee.
4. In any one (1) year when an employee has not used the employee's sick leave allowance or has only used a portion of it, the entire unused allowance shall accumulate for the employee's future use. An employee may use up to a maximum of one hundred and twenty (120) days in any one school year.
5. Deduction shall be made from sick leave allowance on the basis of one (1) day for one (1) working day (exclusive of holidays) of sick leave granted.
6.
 - a. An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of five (5) consecutive working days. The certificate shall certify that such employee was unable to carry out the employee's duties due to such illness.
 - b. An employee returning from an extended paid sick leave, in excess of twenty (20) days, may be required to provide a medical certificate from a recognized medical practitioner indicating the employee is able to resume the employee's duties.
7.
 - a. When an employee returns from an unpaid leave of absence, when an employee returns from a layoff, or when an employee is reemployed, that employee shall be credited with the sick leave accumulated at the time of separation, but annual sick leave allowance shall not accumulate during the separation.
 - b. Any sick leave allowance which has been ported from North Vancouver to another district pursuant to Article G.1 (Portability of Sick Leave) shall not be available to the teacher, unless the sick leave has been ported back to North Vancouver pursuant to Article G.1.4.
8. A record of all unused sick leave allowance will be kept by the Board. The Board shall advise each employee, by October 31 of each year, of the amount of the employee's accumulated sick leave allowance.
9. If any employee has been paid for sick days in excess of the number of days allowable, the employee shall have deducted from the employee's final pay cheque an amount equal to that excess multiplied by one two hundredth (1/200) of the employee's annual salary.

10. Employees on a part time assignment shall have their sick leave calculated on a pro-rata basis.
11. a. If the Board pays or is obliged to pay to an employee an amount of:
 - i. salary during a leave of absence where the leave of absence arises out of illness or unavoidable quarantine; or
 - ii. illness or disability benefits pursuant to the provisions of this Agreement,the Board shall have the right to be subrogated to the rights, powers, privileges and remedies of the employee to whom the payment is made in any claim or cause of action the employee may have for compensation for lost income against other parties, to the extent of the amount paid or obliged to be paid by the Board to the employee.
- b. An employee to whose rights, powers, privileges and remedies the Board is subrogated under this clause, shall, at the expense of the Board, do or concur in the doing and permit to be done all such acts and things as may be necessary for the purpose of enforcing or exercising any rights, powers, privileges or remedies or of obtaining relief or indemnity from other parties to which the Board is or would become entitled or subrogated, whether such acts or things shall be or become necessary or required before or after payment to the employee by the Board.
- c. If the Board is successful in legal action to recover salary then the Board will reinstate a commensurate amount of sick leave.

ARTICLE G.22 EXTENDED MEDICAL LEAVE

1. The Board will notify an employee on extended medical leave when the employee is about to exhaust their sick leave credits. At the same time, the Board will advise the employee to contact the British Columbia Teachers' Federation regarding Salary Indemnity Plan Benefits.
2. An employee shall be granted, upon request, extended medical leave without pay for an indefinite period upon expiry of the employee's paid sick leave.
3. The Board shall pay both the Board's and the employee's share of benefit premiums during the period that the employee is in receipt of BCTF Salary Indemnity Plan (Short Term) benefits.
4. Thereafter, the employee may choose to continue benefit coverage during the leave beyond the time in Article G.22.3 by paying the employee's and Board's portion of the benefit premiums.

5. An employee returning from an extended medical leave without pay, may be required to provide a medical certificate from a recognized medical practitioner indicating the employee is able to resume the employee's duties.

ARTICLE G.23 WORKERS' COMPENSATION BOARD LEAVE

1. Where an employee suffers from a disease or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and the employee gains compensation under the *Workers' Compensation Act*, the employee shall not be required to use the employee's sick leave credits for time lost, nor will the employee accumulate sick leave credits during the time absent.
2. All monies received by an employee by way of a compensation for loss of wages under the said Act shall be paid to the Board, in return for which the Board shall pay the employee the full amount of the employee's wages to which the employee would have been otherwise entitled but for the disability suffered or incurred.
3. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.
4. During the period of paid leave for the disability, the Board shall continue to pay its share of all benefits premiums and pension contributions.

ARTICLE G.24 MATERNITY LEAVE, ADOPTION AND PARENTAL LEAVES, AND S.U.B. PLAN

1. Maternity Leave

An employee shall be granted, upon request, a maternity leave of absence, accordingly:

- a. An employee may apply for and shall be granted leave of absence for up to eighteen (18) weeks without pay, as set out in the *Employment Standards Act*.
- b. An employee may commence maternity leave at any time during the pregnancy, upon presentation of a certificate from a duly qualified medical practitioner stating that birth will take place on or about a specified date.

2. Maternity Leave and Supplemental Employment Benefit Plan (S.U.B. Plan)

- a. Upon the registration of this plan with E.I., when an employee takes maternity leave, pursuant to the *Employment Standards Act*, the Board shall provide, for those employees eligible for E.I. benefits, a benefit of:
 - i. ninety-five percent (95%) of the employee's current salary for the first two (2) weeks of the leave; and

- ii. the difference between seventy percent (70%) of the employee's current salary and the amount of the E.I. maternity benefits paid to the employee for a further fifteen (15) weeks, provided these dates are part of the regular work year defined in Article D.22 (Regular Work Year For Employees); and
 - iii. for the purposes of calculating the Board's S.U.B. Plan benefit only, if an employee works fewer than twenty (20) days, exclusive of sick days and pro-rated for part time, prior to the commencement of a maternity leave, "current salary" shall be based on the average of the FTE assignment at the time the leave is taken and the FTE assignment held as of June 30 of the prior school year. If an employee works more than twenty (20) days, exclusive of sick days and pro-rated for part time, then "current salary" shall be based on the employee's FTE assignment at the time the leave is taken.
- b. S.U.B. Plan benefits are payable during Christmas break and spring break.
 - c. The Board agrees to enter into the Supplemental Unemployment Benefit (S.U.B.) Plan agreement required by the *Employment Insurance Act* in respect of such maternity payments.

3. **Use of Sick Leave**

In the event of medical complications which may necessitate absence beyond the normal eighteen (18) week period, an employee shall provide to the Superintendent or designate a certificate from a duly qualified practitioner recommending the period of time in which the employee should not return to work. The employee shall qualify for their regular sick leave benefits.

4. **Early Return and Emergency Situations**

- a. In the case of an incomplete pregnancy, death of the child or other special situations, an employee may return to duty earlier than provided in the agreed upon leave.
- b. The employee intending to make an early return to duty will submit a written application and a medical certificate stating the employee is fit to return to work.

5. **Assignment**

An employee who is on Maternity Leave, as provided under the *Employment Standards Act*, will be returned to the position which they had at the commencement of such leave, if the return to work occurs during the same school year. If the return occurs in the subsequent school year, the employee shall be returned to the same or a comparable position in the same school, unless the employee is laid off or declared surplus pursuant

to the provisions of Article C.2 (Seniority) and Article C.20 (Layoff, Recall, and Severance Pay) or Article E.23 (Transfers and Assignments).

6. Adoption Leave and Supplemental Unemployment Benefit Plan

In the case of adoption, maternity leave shall be granted, on request, and shall commence from the date of the arrival of the child in the home. All provisions of this Article shall apply, including all rights guaranteed under the *Employment Standards Act*.

Supplemental Unemployment Benefits, as for maternity leave, shall be payable during the two (2) week waiting period and while the employee is in receipt of the ten (10) weeks of E.I. benefits allowable for this leave.

7. Parental Leave

a. Effective July 1, 1993, an employee may apply for and shall be granted a parental leave as set out in the *Employment Standards Act*. S.U.B. Plan payments are not applicable to Parental Leave.

b. An employee who is on Parental Leave, as provided under the *Employment Standards Act*, will be returned to the same position which the employee held at the commencement of such leave if the return to work occurs during the same school year. If the return occurs in the subsequent school year, the employee shall be returned to the same or comparable position in the same school, unless the employee is laid off or declared surplus pursuant to the provisions of Article C.2 (Seniority) and Article C.20 (Layoff, Recall, and Severance Pay) or Article E.23 (Transfers and Assignments).

ARTICLE G.25 PARENTHOOD LEAVE

1. Upon the birth of an employee's own child, an employee shall be granted, upon request, four (4) days leave with pay, providing the leave is taken no later than seventeen (17) weeks following the birth of the child. Such days may be taken non-consecutively. In special circumstances, the Board may, upon written request, grant an extension to the timelines. Such an extension shall not be unreasonably denied.

ARTICLE G.26 ADOPTION/LEGAL GUARDIANSHIP LEAVE

1. An employee shall be granted, upon request, a leave of absence with pay up to a maximum of seven (7) days for interviews, travelling time, and/or the child's arrival in the home, in the case of adoption or legal guardianship.
2. An employee shall be granted, upon request, for the purpose of adoption or legal guardianship, a further leave without pay as specified in Article G.27 (Child Care Leave).

ARTICLE G.27 CHILD CARE LEAVE

1. An employee shall be granted, upon request, a leave of absence without pay for a period of up to one (1) school year for the purpose of providing child care for the employee's own child, or in the case of adoption or legal guardianship, or upon expiration of maternity leave, adoption leave, or parental leave.
2. Such child care leave shall, upon request, be extended for a maximum of a further two (2) years for each child born or adopted for a total maximum leave of six (6) years in aggregate.
3. During the period of leave the employee shall not be eligible for sick leave accrual, salary increments, or seniority.
4. An employee returning from child care leave shall do so at the commencement of a term or semester and shall notify the Board four (4) weeks in advance.
5. Return Provisions
 - a. An employee returning from child care leave shall return to the position held at the commencement of such leave if the return occurs during the same school year in which the leave was taken.
 - b. If the return occurs at school opening of the subsequent school year, the employee shall be returned to the same or a comparable position in the same school, unless the employee is laid off or declared surplus pursuant to the provisions of Article C.2 (Seniority) and Article C.20 (Layoff, Recall, and Severance Pay).
 - c. If the return from child care leave occurs at any time after school opening of the subsequent school year, the employee shall not be guaranteed a return to the same school. The employee shall be returned to the same or a comparable position in the district.
 - d. An employee shall not be guaranteed a return to the same school if the employee starts a subsequent child care leave in the same school year that they return from a previous child care leave.
6. If the leave is for six (6) months or less, the Board will continue to pay its share of benefit premiums and the employee continue to pay the employee's share. If the leave is for longer than six (6) months, the employee may choose to continue benefit coverage during the leave by paying the entire premiums.

ARTICLE G.28 DISCRETIONARY PERSONAL LEAVES

Discretionary personal leaves are to be used to facilitate a wide variety of absences required on an urgent basis, or for activities which cannot be scheduled outside of regular school hours.

1. Compassionate Leaves

Compassionate leaves are designed for circumstances involving a serious illness or impending death, or death of a member of the immediate family, or funeral for a member of the family, or a close friend. Immediate family is defined as spouse (including common-law), children, parents, siblings, grandparents, grandchildren, parents-in-law, sons-in-law, daughters-in-law, or any other person who is domiciled in the home of the employee.

a. Terminal Illness in the Immediate Family

- i. An employee shall be granted, upon request, a leave of absence with pay of up to four (4) days, with the option of two (2) additional days for travel, in the case of a terminal illness in the immediate family. Upon the request of the employee, a further two (2) days, with the deduction of the cost of a teacher teaching on call, will be granted.
- ii. The Board may limit the number of paid days (i.e. days without deduction of the cost of a teacher teaching on call) granted in Article G.4.5, G.4.6 and G.28.1.a.i to twelve (12) days in a school year.

b. Family Illness

An employee shall be granted, upon request, a leave of absence with pay to a maximum of fifteen (15) days, with deduction of the cost of a teacher teaching on call, due to serious illness of a member of the immediate family of the employee. Further extensions to the leave may be granted and a deduction of 1/200 of annual salary shall be made for each day of requested absence.

c. Emergency Illness (Child)

Circumstances may occur of an emergent or extraordinary nature in which a child is injured or seriously ill. In such instances, the employee shall be granted, upon request, a leave of absence with pay to a maximum of two (2) days annually. Beyond two (2) days, additional days may be granted with deduction of the cost of a teacher teaching on call.

d. Funeral

An employee shall be granted, upon request, one (1) day's leave of absence with pay to attend a funeral of a relative or friend not defined as immediate family, and an additional two (2) days for travel shall be granted, upon the request of the

employee, with the deduction of the cost of a teacher teaching on call. The Board reserves the right to limit the number of leaves in the event there are a significant number of requests for employees to attend the same funeral.

See also PCA Article G.2 (Compassionate Care Leave) and Article G.4 (Bereavement Leave).

2. Jury Duty and Subpoena

An employee shall be granted a leave of absence with pay, upon request, when summonsed to serve on a jury, or when summonsed or subpoenaed to appear in court as a witness in any proceedings pursuant to any provincial or federal statute, subject to the reimbursement by the employee to the Board of all monies paid to the employee by the court, except travelling and meal allowances not reimbursed by the Board. It is understood that this leave does not apply to an employee appearing in court related to the employee's personal business, in which case leave shall be applied for under Article G.28.10.

3. Citizenship

An employee shall be granted, upon request, one (1) day's leave of absence with pay on the occasion of the employee's attendance at an official ceremony to receive the employee's Canadian Citizenship.

4. Marriage in the Family

An employee shall be granted, upon request, one (1) day's leave of absence with pay on the occasion of the employee's attendance at the employee's own marriage or the marriage of a person in the employee's immediate family. Immediate family is defined as children, parents, siblings, grandparents, grandchildren, or any person who is domiciled in the home of the employee.

5. Religious Observance

An employee shall be granted, upon request, up to a maximum of five (5) days leave of absence per year with pay, with the deduction of the cost of a teacher teaching on call, for purposes of religious observance.

6. Elected Office and Community Service

- a. An employee shall be granted, upon request, a leave of absence with pay for up to five (5) days per year during the election campaign, with deduction of the cost of a teacher teaching on call, when the employee is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election.
- b. Pursuant to Article G.28.6.a, should the employee be elected as a Member of Parliament or Member of the Legislative Assembly, the employee shall be

granted, upon request, a leave of absence, without pay, up to a maximum of five (5) years.

- c. An employee shall be granted, upon request, a leave of absence for a maximum of five (5) days in any one school year with pay, with deduction of the cost of a teacher teaching on call, when the employee is elected or appointed to a municipal or regional district office or public board.
- d. An employee who has demonstrated prior and significant voluntary service to a community organization may be granted, upon request, a leave of absence with pay, with deduction of the cost of a teacher teaching on call, up to a maximum of three (3) days in any school year to attend significant functions connected with that activity.

7. Social, Cultural, Athletic Participation and Conference Attendance

An employee may be granted, upon request, a leave of absence up to a maximum of five (5) days per year with pay, with deduction of the cost of a teacher teaching on call, for participation as an official delegate or participant or contestant in conventions, contests, or conferences at provincial, regional, national and international levels which are not related to employment with the Board.

8. Educational Diploma or Degree

An employee shall be granted, upon request, a leave of absence with pay for one (1) day, for the purpose of receiving the employee's educational diploma or degree.

9. Educational Examination

An employee shall be granted, upon request, a leave of absence with pay for one (1) day, for the purpose of undergoing an examination in a subject related to the employee's assignment.

10. Personal Business

An employee shall be granted annually, upon request, leave of absence with pay, with deduction of the cost of a teacher teaching on call, up to a maximum of four (4) days, to conduct personal business and, normally, leave will not be taken in conjunction with Christmas break, spring break, or summer vacation. Upon further request, additional days may be granted without pay.

11. School Activities Leave

An employee may be granted, upon request, a leave of absence with pay to travel to and attend school-based co-curricular or extra-curricular activities. Upon request, a teacher teaching on call may be provided by the Board.

12. **Bone Marrow/Cell Separation**

An employee who participates in the Bone Marrow Transplant or Cell Separation Program shall be granted, upon request, a leave of absence with pay to meet the requirements of these programs. Absence due to medical complications which arise from participation of the employee in these programs shall be accommodated under the provisions of Article G.21 (Sick Leave).

ARTICLE G.29 EDUCATIONAL IMPROVEMENT LEAVE

1. The Board shall provide in each fiscal year a sum of one quarter (1/4) of one percent (1%) of the teacher's salary section of the previous year's Board Budget to fund educational improvement leave.
2. Educational improvement is defined as programs of study at a recognized educational institution, or such other programs as may be approved by the Educational Leave Committee.
3. The Educational Leave Committee shall be established to consider applications and make recommendations to the Board. The Committee shall consist of an equal number of representatives appointed by the Superintendent and the Association.
4. Educational improvement does not include required training as a result of surplus staff or layoff.
5. To be eligible for leave under this Article, the employee must be on a continuing appointment.
6. An employee shall be granted, upon request, a leave of absence for up to one (1) year for the purpose of educational improvement, with full or partial salary, subject to the approval of the Board, upon the recommendation of the Educational Leave Committee.
7. Such approval shall not be given to an employee for the purpose of engaging in remunerative employment outside the school district.
8. Applications must be submitted to the Educational Leave Committee by March 15 of the current school year for the next school year.
9. An employee who has been granted leave under this clause shall indicate in writing a commitment to remain in the employ of the Board for a minimum of two (2) years following the end of the leave. If the employee voluntarily terminates employment with the Board before the two years have expired, the Board may require the employee to reimburse the Board for a pro-rata portion of the leave salary.

10. For the purpose of this Article, all benefits, salary increments, sick leave credit and seniority shall continue as though the employee continued in the employment of the Board.
11.
 - a. The Board's share and the employee's share of pension fund contributions for the paid portion of the leave shall be submitted by the Board and shall be paid for from the Educational Leave Fund.
 - b. The Board's share of other benefit premiums shall be paid for from the fund. The employee's share of other benefit premiums shall be paid for by the employee.
12.
 - a. At the end of the Educational Leave, the Board's share and the employee's share of pension fund contributions for the unpaid portion of the leave shall be submitted by the Board on the employee's behalf, provided that the employee is eligible to purchase the service under Canada Revenue Agency and Pension Plan Rules.
 - b. These contributions shall be paid for from the Educational Leave Fund.
 - c. Where possible such funds will be remitted prior to April 30 of the year following the Educational Leave, and in any event, the funds will be remitted prior to Pension Plan deadlines.
 - d. If the employee requests that purchase of pension service not be made, or if the employee is ineligible for all or part of the contributions, an equivalent amount will be paid to the employee in the form of an increased educational leave grant.
 - e. The amount of the purchase of service will be up to one hundred percent (100%) if the employee worked full time in the year before the leave, or will be reduced to a percentage equivalent to the point assignment if the employee worked part time in the year before the leave, or will be in the average percentage of the point assignment in the five (5) years before the leave, whichever is greater.
13. An amount of \$5,000 from the fund will be set aside annually to be carried over to the next year to handle any contingencies. If none is required, the \$5,000 will be returned to the fund.

ARTICLE G.30 EDUCATIONAL ACTIVITIES LEAVE

1. An employee may be granted a leave of absence with pay up to a maximum of one (1) school year for purposes related to district needs:
 - a. specific training to obtain expertise in a particular area;
 - b. a research project;
 - c. a curriculum or program or evaluation of the same;
 - d. a workshop or conference presentation, or attendance;

- e. school or other educational institution visitation;
 - f. the assumption, on a temporary basis, of district duties as assigned by the Superintendent or designate.
2. To be eligible for leave under Article G.30.1, the employee must be on a continuing appointment.
 3. Requests for Educational Activities Leave shall be submitted to the Educational Leave Committee for consideration by March 15, or as soon as possible prior to the leave.
 4. Approval of leave under this Article shall not be given to an employee for the purpose of engaging in remunerative employment outside the school district.
 5. For the purpose of this Article, all benefits (including pension), salary increments, sick leave credit, and seniority, shall continue as though the employee has continued to be employed by the Board.

ARTICLE G.31 DEPARTMENT OF NATIONAL DEFENCE OR C.I.D.A. SECONDMENT

1. An employee shall be granted, upon request, a leave of absence with pay, excluding any allowance, for a maximum period of two (2) years for positions with the Department of National Defence (D.N.D.) or the Canadian International Development Agency (C.I.D.A.), provided the Board is reimbursed for salary and benefit (including pension) costs. Upon the approval of the Superintendent or designate such leave may be extended a further one (1) year.
2. To be eligible the employee must be on a continuing appointment.
3. Applications must be submitted upon approval by the D.N.D. or C.I.D.A.
4. For the purpose of this Article, all equivalent benefits (including pension), salary increment credit, sick leave accrual, and seniority accrual shall continue as though the employee has continued to be employed by the Board.

ARTICLE G.32 UNIVERSITY OR COLLEGE TEACHING SECONDMENT

1. An employee may be granted, upon request, a leave of absence with pay excluding any allowances, for a maximum period of one (1) year as determined by the University or College, for teaching or secondment to a recognized university or college. Such leave may be granted provided the Board is reimbursed for salary and benefit (including pension) costs. Upon the approval of the Superintendent or designate, such leave may be extended a further two (2) years.
2. Applicants for this leave provision must be on a continuing appointment.

3. Applications for leave must be submitted upon approval of the university or college.
4. For the purpose of this Article, all equivalent benefits (including pension), salary increment credits, sick leave accrual, and seniority accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick leave will be reduced by days absent for illness.

ARTICLE G.33 TEACHER EXCHANGE LEAVE

1. An employee may be granted, upon request, up to one (1) year's leave of absence with pay, excluding any allowances, for an exchange with an employee from other parts of British Columbia, Canada, or other countries. Upon the approval of the Superintendent or designate such leave may be extended a further two (2) years.
2. Prior to approving an exchange, the Superintendent or designate must agree that the employee coming to this school district has suitable qualifications to take the place of the employee with whom the exchange is arranged.
3. Applicants for these leaves must have at least five (5) years of teaching experience in the district.
4. Applications must be submitted according to the deadlines of the respective jurisdictions.
5. For the purpose of this Article, all equivalent benefits (including pension), salary increment credit, sick leave accrual, and seniority accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick leave will be reduced by days absent for illness.

ARTICLE G.34 MINISTRY OF EDUCATION SECONDMENT

1. An employee may be granted, upon request, up to one (1) year's leave of absence with pay, excluding any allowances, for the purpose of secondment to the Ministry of Education, provided the Board is reimbursed for salary and benefit costs (including pension) by the Ministry. Upon the approval of the Superintendent or designate such leave may be extended a further two (2) years.
2. To be eligible for this leave, an employee must be on a continuing appointment.
3. Applications must be submitted according to the posted deadlines of the Ministry.
4. For the purpose of this Article, all benefits (including pension), salary increment credit, sick leave accrual, and seniority accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick leave will be reduced by days absent for illness.

ARTICLE G.35 LEAVE FOR ASSOCIATION, BCTF, CTF, AND TEACHER REGULATION BRANCH BUSINESS

1. a. An employee who is a duly authorized representative of the Association, the BCTF, CTF, or Teacher Regulation Branch shall be granted, upon request, a leave of absence from the employee's duties for up to twenty (20) days in any school year in order to carry out the duties involved.
- b. In exceptional circumstances, further leave may be requested and shall not be unreasonably withheld.
2. Such release from duties shall be granted without loss of pay and shall be granted subject to the Board being reimbursed by the Association or the appropriate body for the cost of the replacement employee.
3. a. The Board reserves the right of the Superintendent to limit the total number of leaves granted under this Article.
- b. In the event of a dispute regarding the application of this Article, the Superintendent or designate and the President of the Association or designate, shall attempt to resolve the dispute.

ARTICLE G.36 BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF) AND CANADIAN TEACHERS' FEDERATION (CTF) SECONDMENT

1. An employee shall be granted, upon request, up to four (4) years' full time leave of absence without pay if the employee is appointed to a position on the staff of the BCTF or CTF.
2. If an employee is elected to a part time position with the BCTF or CTF, leave of absence with pay shall be granted, upon request, for up to two (2) years, subject only to the Board being reimbursed for the salary and benefit (including pension) costs. Upon request, such leave shall be extended upon re-election.
3. If an employee is elected to a full time position with the BCTF or CTF, a full time leave of absence with pay shall be granted, upon request, for up to two (2) years, subject only to the Board being reimbursed for the salary and benefit (including pension) costs. Upon request, such leave shall be extended upon re-election.
4. For the purpose of this Article, salary increment credits and seniority accrual shall continue as though the employee has continued in the employment of the Board.
5. If the leave is for an elected position, all benefits including pension and sick leave accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick time will be reduced by days absent for illness.

ARTICLE G.37 TEACHER REGULATION BRANCH SECONDMENT

1. An employee shall be granted, upon request, up to two (2) years' full time or part time leave of absence with pay upon election to the Council of the Teacher Regulation Branch, subject only to the Board being reimbursed for salary and benefit costs (including pension). Such leave shall be extended upon re-election to the Council.
2. For the purpose of this Article, all benefits (including pension), salary increment credits, sick leave accrual, and seniority accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick leave shall be reduced by days absent for illness.

ARTICLE G.38 GENERAL/PERSONAL LEAVE

1. An employee may be granted, upon request, a leave of absence without pay up to a maximum of one (1) year for personal reasons. Upon the approval of the Superintendent or designate, such leave may be extended a further two (2) years.
2. To be eligible for this Article, an employee must be on a continuing appointment.
3. The deadline for applications for this leave is March 31 of the current year for the leaves to take place the subsequent year.
4. For the purpose of this Article, the employee may choose to continue benefit coverage during the leave by paying the employee's and the Board's benefit premium.
5. If the leave is taken for professional advancement or educational upgrading, seniority and salary increment credits shall accrue.
6. The Board reserves the right to limit the aggregate length of time an individual employee may be on a general/personal leave for any combination of reasons.

ARTICLE G.39 SELF-FUNDED LEAVE PLAN

1. The Board shall participate in the Self-Funded Leave Plan as described in detail in Appendix A (Local) of this Agreement.
2. The Board's only financial obligation is to administer the Self-Funded Leave Plan.
3. An employee may be granted, upon request, a leave of absence for purposes of a self-funded leave, as specified in Appendix A (Local) of this Agreement, such leave to commence at a time agreeable to the Board.
4. The Board shall continue to contribute to the employee's benefit plan and pension during the period of the leave.

5. An employee granted leave under this clause shall not be entitled to salary increment credit, seniority credit, nor sick leave allowance during the period of the leave.
6. Upon return from leave, the employee shall be assigned to the same or a comparable position as the one held prior to the leave.
7. If the leave is taken for professional advancement or educational upgrading, seniority and salary increment credits shall accrue.

ARTICLE G.40 LONG SERVICE PART TIME TEACHING PLAN

1. The Board shall offer a Long Service Part Time Teaching Plan assignment to at least ten (10) employees in any school year who are on the maximum step of the salary scale and who currently hold a full time assignment.
2. Eligible employees may request a part time (no less than .4 FTE) or a single semester assignment, and the balance of their appointment shall be considered a leave of absence for pension purposes.
3. The Board shall pay the employee's and the Board's share of benefits and pension for the leave portion of the assignment.
4. Employees wishing to apply for Long Service Part Time Teaching Plan leave must notify the Board in writing by March 15 in the calendar year they wish to begin the leave.
5. Leaves shall be awarded on the basis of seniority. Priority shall be given, however, to applicants who have not received this leave during the previous year.
6. Long Service Part Time Teaching Plan leave will be considered as time worked for the purposes of seniority.
7. Employees returning from Long Service Part Time Teaching Plan leave shall be returned to their previous position.
8. Long Service Part Time Teaching Plan leave is contingent upon a temporary or continuing contract teacher at a lesser cost of annual salary being hired by the Board in the same school year even if not as a replacement for one or more teachers on LSPT.

SIGNATURES

Signed at _____, British Columbia, this ____ day of _____, 2023

Scott Stanley, Executive Director of
Human Resources
School District No. 44 North Vancouver

Katrina Russell, President
North Vancouver Teachers' Association

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

Clint Johnston, President
British Columbia Teachers' Federation

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

6. Effective date of local matters items:

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

Signed this 8th day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

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

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

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

9. Retraining, Board directed education upgrading

Section D – Working Conditions

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

17. Teacher Reports on Students, Anecdotal Reports for Elementary Students, Parent Teacher Conference Days

Section E – Personnel Practices

1. Definition of Teachers
2. Selection of Administrative Officers (Note: See Addendum 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

<p style="text-align: center;">Appendix 2 LOCAL MATTERS</p>

Appendix 2 – Local Matters
Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

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

Section F – Professional Rights

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

Section G – Leaves of Absence

1. Long Term Personal Leave
2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)
3. Deferred Salary/Self Funded Leave Plans

4. Unpaid Leaves: unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement, except for those elements of the clause that are provincial including: continuation of benefits, increment entitlement and matters related to pensions.

January 22, 2021 - Local Matters.

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”
President
BC Teachers’ Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’
Association

“R. Worley”

“K. Halliday”

LETTER OF UNDERSTANDING No. 2

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Agreed Understanding of the Term Teacher Teaching on Call

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

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

Signed this 25th day of June, 2012

Original signed by:

Jacquie Griffiths
For BCPSEA

Susan Lambert
For BCTF

LETTER OF UNDERSTANDING No. 3. a

Between

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

And

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

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

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

Does not apply in School District No. 44 (North Vancouver)

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Does not apply in School District No. 44 (North Vancouver).

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

Does not apply in School District No. 44 (North Vancouver).

LETTER OF UNDERSTANDING No. 6

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

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

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

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

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

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

LETTER OF UNDERSTANDING No. 7

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

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

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

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

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

Appendix A to Letter of Understanding No. 9

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

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

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

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

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

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

Does not apply in School District No. 44 (North Vancouver).

LETTER OF UNDERSTANDING NO. 11

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

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

Example:

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

Original signed by:

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

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

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

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

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

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

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

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

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

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

Teacher Signature

Date Signed

District Receipt Confirmed

Date of Receipt

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

LETTER OF UNDERSTANDING NO. 12

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

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

Schedule "A" of All Restored Collective Agreement Provisions

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

Agreement to be Implemented

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

II. NON-ENROLLING TEACHER STAFFING RATIOS

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

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

III. PROCESS AND ANCILLARY LANGUAGE

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

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

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

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

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

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

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

Best Efforts to Be Made to Achieve Compliance

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

D. Reorganizing the existing classes within the school to meet any class composition language, where doing so will not result in a reduction in a maximum class size by more than:

- five students in grades K-3;
- four students for secondary shop or lab classes where the local class size limits are below 30, and;
- six students in all other grades.

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

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

- School District 10 (Arrow Lakes)
- School District 35 (Langley)
- School District 49 (Central Coast)
- School District 67 (Okanagan-Skaha)
- School District 74 (Gold Trail)
- School District 82 (Coast Mountain)
- School District 85 (Vancouver Island North)

E. Renegotiating the terms of existing lease or rental contracts that restrict the School District's ability to fully comply with the restored collective agreement provisions regarding class size and composition;

F. Completing the post-and-fill process for all vacant positions.

Non-Compliance

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

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

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

Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers' Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Section 53 – Joint Consultation and Adjustment Opportunities

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

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

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

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers’
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 14

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

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

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

LETTER OF UNDERSTANDING NO. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Maternity/Pregnancy Supplemental Employment Benefits

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

Discussions will take place prior to June 30, 2020.

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 16

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Early Career Mentorship

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

LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Potential Grievance Resolution

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

LOCAL APPENDICES

APPENDIX A: SELF-FUNDED LEAVE PLAN (ARTICLE G.39) (LOCAL)

As:

- a. It is desired to establish, for the benefit of the employees of the Board, a plan to enable them to fund leaves of absence from employment of not less than six (6) consecutive months through deferral of salary, on such terms as may be set out in this Agreement, and
- b. It is intended that such plans qualify as "prescribed plans" within the meaning of *Regulation 6801* of the *Income Tax Act (Canada)*, the following sets out the terms of the Self-Funded Leave Plan for the eligible employees of the Board of Education of School District No. 44 (North Vancouver).

1. Definitions

"Accrued Interest" means the amount of interest earned in accordance with clause 3.3 herein, on the monies retained by the Board on behalf of the participant, calculated from:

- a. the first day any of such monies has been received by the eligible financial institution; or
- b. the last date to which interest has been paid in accordance with clause 3.5, whichever is later.

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

"Association" means the North Vancouver Teachers' Association.

"Board" means the Board of Education, School District 44 (North Vancouver). It is understood that the Board delegates all administrative functions to the Superintendent and other administrative staff.

"Committee" means the Self-Funded Leave Plan Joint Committee established to administer the deferred salary funds, the Committee to comprise two (2) representatives of the Board and three (3) representatives of the Association.

"Contract year" means the twelve (12) month period from July 1 to June 30.

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

"Deferral period" shall be the number of years, not to exceed six (6) years, for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5, if applicable. To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

"Deferred compensation amount" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3, but less all interest paid to the participant in accordance with clause 3.5.

"Eligible employee" means an employee of the Board in continuing employment.

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

"Leave of absence" means a leave as described in Article G.39 (Self-Funded Leave Plan) of the Agreement and clause 4.1 of this Appendix A.

"Memorandum of Agreement" means the agreement described in Schedule A: Self-Funded Leave of Absence Plan.

"Participant" means an eligible employee who has completed a memorandum of agreement and whose application for participation in the plan has been approved by the Superintendent in accordance with clause 2.2.

"Plan" means the Self-Funded Leave Plan set out in this agreement and includes all amendments thereto.

2. Application

2.1 Formal Application

In order to participate in the plan, an eligible employee must make written application to the Board by way of Schedule A: Self-Funded Leave of Absence Plan, by March 31 of the current school year, stating the date when the eligible employee wishes the deferrals to commence.

2.2 Approval

The approval of each application made under clause 2.1 shall be at the discretion of the Board. The Board shall, at least one (1) month prior to the requested commencement of deferrals under the plan, or at a date otherwise agreed between the Board and the Association, advise each applicant of the approval or disapproval of their application, and if the latter, an explanation therefore.

2.3 Date of Participation

If the application is approved under clause 2.2, the participation of the eligible employee in the plan will become effective on the date requested by the employee, or if such date is not agreed to by the Board, then on a date which is agreed to by the Board and the employee.

3. **Funding for Leave of Absence**

3.1 Compensation Deferred

During each year of the deferral period, the participant will receive their current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement, which is to be retained by the Board, and less statutory deductions and other withholdings. Such percentage amount may be varied, subject to clause 3.2, by giving written notice to the Board at least one (1) month prior to July 1 in any year for the next or subsequent years.

3.2 Maximum Percentage Deferred

The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one third percent (33 1/3%).

3.3 Investment of Deferred Compensation

The monies retained by the Board for each participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.5) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible financial institution. The monies retained shall be forwarded to the eligible financial institution within fifteen (15) calendar days. The Committee shall choose such eligible financial institution and, in making such determination, the Board, the Association and members of the Committee shall not be liable to any participant for any investments made which are authorized by this clause.

3.4 Insolvency

In the event that any of the monies retained and invested pursuant to the terms of this plan be lost by reason of insolvency of the eligible financial institution, the Board shall not be obliged to pay the participants any further amounts in respect to services for the deferral period.

3.5 Payment of Accrued Interest

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

3.6 Reporting to Participants

The Board shall make, no later than July 31 of each year, an annual report to each participant as to the deferred compensation amount held as at June 30.

4. Taking of Leave of Absence

4.1 Minimum Length of Leave

The leave of absence shall occur according to, and be governed by, provisions established by Article G.39 (Self-Funded Leave Plan). Without limiting this generality, the leave of absence shall be for not less than six (6) consecutive months.

4.2 Manner of Payment During Leave

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

4.3 Amount of Payment During Leave

The total of the payments to be made to a participant, in accordance with clause 4.2, during a leave of absence, shall be the deferred compensation amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of the participant.

4.4 Board's Right to Defer Leave

If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in Schedule A: Self-Funded Leave of Absence Plan, the Board, upon not less than six (6) months notice prior to the scheduled date for the commencement of the leave, may at its discretion, defer the leave of absence on one (1) occasion only for one (1) school year. In such case, the participant may choose to remain in the plan or may withdraw from the plan.

4.5 Participant's Right to Defer Leave

Notwithstanding the period of leave specified in Schedule A: Self-Funded Leave of Absence Plan, a participant may, on one (1) occasion only, with the consent of the Board, given not less than six (6) months notice prior to the scheduled date for the commencement of the leave, postpone such leave for one (1) year.

4.6 Leave of Absence

Unless provided for under clauses 4.4 or 4.5, the leave of absence shall normally follow immediately after the deferral period.

4.7 Return to Employment

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

than the period of leave. The participant will be assigned to the same or comparable position to the position held before the leave was taken.

5. **Withdrawal**

5.1 Termination of Employment

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

5.2 Withdrawal from the Plan

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

5.3 Payment

Upon termination of employment and/or withdrawal from the plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days or, at the option of the participant, at a later date, but not later than the end of the first taxation year that commences after the end of the deferral period. Upon such payment being made, the Board shall not have further liability to the participant.

5.4 Upon Death

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

6. **Termination or Amendment of Plan**

6.1 Agreement

The plan may be amended or terminated by mutual agreement between the Board and the Association.

7. **General**

7.1 Collective Agreement Conditions

The matters of the assignment on return from leave, the salary and benefits after the leave, seniority and salary increment credits during the leave, and the payment of benefits and pension contributions during the leave, are dealt with through the Collective Agreement in Article G.39 (Self-Funded Leave Plan).

SCHEDULE A: SELF FUNDED LEAVE APPLICATION

Name: _____

Address: _____

Postal Code: _____ Employee Number: _____

Date of Birth (y/m/d): _____ Social Insurance Number: _____

Phone Number: _____

I have read the terms and conditions of the Self-Funded Leave Plan and understand same and I agree to participate in the Plan under the following terms and conditions:

1. Commencement Date

My enrollment in the plan and the deferrals shall become effective (y/m/d): _____

2. Number of Years of Participation

I shall participate in the Plan for _____ years (not to exceed six (6) years including deferrals in paragraph 3), and my leave of absence shall immediately follow thereafter but subject to the provisions of paragraph 3 below.

3. Period of Leave

In accordance with clause 4.6 of the collective agreement, Appendix A, I shall take my leave of absence from (y/m/d) _____ to (y/m/d) _____ (not to be less than six (6) consecutive months), but in accordance with clause 4.5 of Appendix A of the Agreement. I may, with the consent of the District, postpone on one (1) occasion only, such leave for one (1) year, and the District shall have the right in accordance with clause 4.4 of Appendix A of the Agreement, to defer such leave for one (1) year.

4. Funding of Leave

In accordance with clause 3.1 of Appendix A of the Agreement, I direct the percentage amounts as set out in this section be withheld by the District from my current compensation amount with respect to my application in the Plan for the following school years: (not to exceed thirty-three and one third (33 and 1/3) percent in any one (1) year.

First Year (%): _____ Fourth Year (%): _____

Second Year (%): _____ Fifth Year (%): _____

Third Year (%): _____ Sixth Year (%): _____

Or For All Years (%): _____

I understand that by written notice to the District, one (1) month before my anniversary in the Plan, I may alter the percentage amount for the next or subsequent years.

5. Return of Employment

I understand I must return to employment with the District or with an employer with the same or a similar Plan for a period of time not less than the period of leave.

6. This plan is not established to provide benefits on or after my retirement.

7. Interest will be paid by December 31 for the previous calendar year.

8. I agree and authorize the District to provide the plan administrator/Trust company with my social insurance number and date of birth.

Participant Signature: _____ Date (y/m/d): _____

Agreed by the School District

Superintendent or designate: _____ Date (y/m/d): _____

APPENDIX B: TEACHERS' SUPPLEMENTAL EMPLOYMENT BENEFITS (S.U.B.) PLAN (LOCAL)

Maternity Leave and Adoption Leave

1. The following group of employees are covered by the plan: all North Vancouver School District employees who are certified as members of the North Vancouver Teachers' Association, other than teachers teaching on call.
2. The plan is to supplement the Employment Insurance benefits received by employees for temporary unemployment caused by maternity leave or adoption leave.
3.
 - a. Employees must prove that they have applied for and are in receipt of Employment Insurance benefits in order to receive payment under the plan.
 - b. The S.U.B. plan benefits are payable for a period during which an employee is not in receipt of E.I. if the only reason for non-receipt is that the claimant is serving the two (2) week waiting period and such waiting period is part of the regular school work year.
4. The maternity leave benefit level paid under this plan is set at ninety-five percent (95%) of the employee's regular weekly earnings for the first two (2) weeks and seventy percent (70%) for a further fifteen (15) weeks provided that this time is part of the regular school work year.

The adoption parental leave benefit level paid under this plan is set at ninety-five percent (95%) of the employees' regular weekly earnings for the first two (2) weeks and seventy percent (70%) for a further ten (10) weeks provided that this time is part of the regular school work year.

In any week, the total amount of the S.U.B. plan payments and the weekly rate of E.I. benefits will not exceed ninety-five percent (95%) of the employee's weekly earnings.
5. This SUB plan benefit will be paid for seventeen (17) weeks for maternity leave and twelve (12) weeks for adoption leave inclusive of the E.I. two (2) week waiting period.
6.
 - a. The plan is financed by the employer's general revenues.
 - b. S.U.B. plan payments will be kept separate from payroll records.
7. The employer will inform the Canada Employment Insurance Commission (CEIC) in writing of any changes to the plan within thirty (30) days of the effective date of the change.
8. Employees do not have a right to S.U.B. plan payments except for supplementation of E.I. benefits for the unemployment period as specified in the plan.
9. S.U.B. plan payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

Date signed: December 11, 1991

APPENDIX C: TEACHER TEACHING ON CALL EVALUATION GUIDELINES (LOCAL)

The Evaluation Purpose

The purpose of teacher teaching on call evaluation is to assess employee competency. The standards that will be applied are Satisfactory or Less Than Satisfactory. Teacher teaching on call evaluations must involve qualitative judgments of the Performance Criteria developed by the Teacher teaching on call Evaluation Joint Committee. These criteria are:

- Instructional Skills
- Classroom Management
- Student Discipline
- Communication Skills
- Relationship with Students

When a teacher teaching on call is evaluated using this form, the resulting evaluation does not supplant further evaluations as per Article E.25 (Evaluation of Employees).

1. General Guidelines

- a. In cases where no previous formal report has been filed in the district, or where employee competence is in question, evaluation reports shall be prepared only by the principal of the school to which that employee is assigned, or by a higher level administrator. In a secondary school the vice-principal may prepare the evaluation report with agreement of the teacher teaching on call. For all other formal reports, any administrator of the Board may write the report.
- b. When a teacher teaching on call requests an evaluation, any administrator of the Board may write the report.
- c. Each teacher teaching on call may receive a maximum of three (3) evaluations as a teacher teaching on call.
- d. When a teacher teaching on call has been assigned to a school for five (5) days, two (2) of which are in the same assignment, an evaluation may occur. These conditions may be waived when a teacher teaching on call requests an evaluation.
- e. Once the conditions in 1.d above are met each evaluation shall consist of a minimum of two (2) observations on the same day by the same administrator unless the teacher teaching on call and administrator agree that the first observation is sufficient.
- f. The teacher teaching on call and administrator shall seek mutual agreement on times of observations for the purpose of conducting an evaluation. If agreement is not reached the administrator shall choose one (1) observation time and the teacher teaching on call shall choose one (1) observation time within the day of the evaluation.
- g. Observations of a teacher teaching on call for the purpose of conducting the evaluation shall occur in an area of their expertise and experience.

- h. In the event of a Less Than Satisfactory evaluation report, notification will be made to the President of the Association within five (5) days after issuance of the report.

2. **Performance Criteria and Standards – Teacher Teaching On Call**

The evaluation of teachers teaching on call will be based upon the following criteria. The descriptors under each criterion are guidelines to be used where applicable depending on the nature and length of assignment.

a. **Instructional Skills**

- i. demonstrates knowledge of subject matter;
- ii. daily or unit planning based on course or teacher objectives;
- iii. clarity of purpose and content of lesson;
- iv. demonstrates a variety of teaching strategies and motivational techniques;
- v. employs complementary activities (reinforcement, remedial and/or practice);
- vi. encourages active student involvement;
- vii. presents material in a clear logical manner;
- viii. adjusts course objectives and lesson plans to adapt to class needs;
- ix. where appropriate, identifies and provides for individual differences.

b. **Classroom Management**

- i. provides a classroom environment which facilitates learning;
- ii. uses time and space efficiently;
- iii. organizes and performs routine tasks effectively.

c. **Student Discipline**

- i. actively promotes positive interaction;
- ii. defines appropriate behaviour and consequences;
- iii. monitors student behaviour and work habits;
- iv. responds effectively to unanticipated student behaviour;
- v. disciplines students in a fair and respectful manner.

d. **Communication Skills**

- i. establishes clear expectations of students;
- ii. maintains open communication with students;
- iii. utilizes appropriate language and questioning techniques;
- iv. encourages questions and exploration of various aspects of the material presented;
- v. assesses students' understanding of material.

e. **Relationship with Students**

- i. shows respect for students;
- ii. builds good rapport with students;
- iii. deals with students in a fair, consistent and mature manner;

- iv. is tactful and courteous in dealing with sensitive/difficult situations;
- v. handles individual student concerns and situations in a respectful manner.

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