

WORKING DOCUMENT

**2019-2022**

**PROVINCIAL and LOCAL MATTERS  
AGREEMENT**

BETWEEN:

British Columbia Public School Employers' Association

AND:

British Columbia Teachers' Association

***AS IT APPLIES IN S.D. #49 (CENTRAL COAST)***

BETWEEN:

The Board of Education in School District No. 49 (Central Coast)

AND:

Central Coast Teachers' Association

***Effective July 1, 2019 - 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 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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## PREAMBLE

1. The parties support and recognize the purposes of this Agreement as being:
  - a. To promote harmonious relations between the Board and its managers and the CCTA and its teachers;
  - b. To encourage co-operation between the Board and the CCTA in the provision of efficient, quality programs and services for the pupils of the District;
  - c. To set forth the terms and conditions of employment agreed to between the parties;
  - d. To set forth mechanisms for the expeditious resolution of differences which may arise from time to time as to the application or interpretation of the Agreement without interruption of contractual services or stoppage of work.
2. This Agreement is made pursuant to and governed by the *School Act*, the *B.C. Labour Relations Code* and the *Public Education Labour Relations Act (PELRA)*. In the event of any conflict between this Agreement and those acts and any regulations and Ministerial Orders made thereunder, those acts and regulations and Ministerial Orders shall prevail.
3. Whenever the singular or plural has been used in this Agreement, to the extent as is appropriate in the context, the other shall be applicable.



## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

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

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

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

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

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

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

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

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

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to

the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.

3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

**LOCAL PROVISIONS:**

6. The CCTA shall notify the Board as to the rate or amount of dues to be deducted.

**ARTICLE A.5 COMMITTEE MEMBERSHIP**

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

**LOCAL PROVISIONS:**

**5. Joint CCTA/Board Liaison Committee**

- a. There shall be a Joint CCTA/Board Liaison Committee. The committee shall be composed of two Trustees named by the Board, and two teachers named by the CCTA. Either party may bring advisors where appropriate.

- b. The function of the Committee shall be to consider matters of mutual concern, but it is understood and agreed that the Committee shall not discuss grievances. The Committee shall not have the power to bind the Parties, but shall only have the power to recommend to the Parties.
- c. The committee shall determine its own procedures. It shall meet at the request of either Party within seven (7) days of such a request.
- d. The Joint CCTA/Board Liaison Committee may recommend the formation of other committees to deal with specific matters.

## **6. Consultative Committee on Budget and Finances**

- a. A consultative committee on budgeting and finances shall be established, comprised of the Administrative Officers and representatives of the Central Coast Teachers' Association and Central Coast Non-Teaching Staff Association. Meetings of the committee shall be convened by the Secretary-Treasurer four times each year, or more often as circumstances require.
- b. The objectives of the committee shall be:
  - i. To familiarize District employees with the Provincial funding allocation systems and District budget preparation.
  - ii. To provide a means of obtaining staff input to the budget development process, and communication to staff on financial matters.
  - iii. To develop methods of school-level planning to ensure internal funding allocations are understood and utilised appropriately.
  - iv. To provide suggestions on the accounting and reporting of financial information to schools, including the setting up of accounts and the format and content of reports.
  - v. To assist in developing new purchasing regulations, establishing guidelines for petty cash purchases, local charge purchases, reimbursement for personal purchases, and use of purchase orders.

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

### **1. Preamble**

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

## **Steps in Grievance Procedure**

### **2. Step One**

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

### **3. Step Two**

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

### **4. Step Three**

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

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

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

### **5. Omitting Steps**

- a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.

- b. Grievances of general application may be referred by the local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

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

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

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

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "provincial matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:
  - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.
  - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
  - iii. Each party shall determine who shall attend the meeting on its behalf.

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

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
  - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
  - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
  - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

## **9. General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
  - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher teaching on call (TTOC) is required, such costs shall be borne by the employer.

- ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
- iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

## **ARTICLE A.7 EXPEDITED ARBITRATION**

### **1. Scope**

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

### **2. Process**

- a. The grievance shall be referred to one of the following arbitrators:
  - i. Mark Brown
  - ii. Irene Holden
  - iii. Chris Sullivan
  - iv. Elaine Doyle
  - v. Judi Korbin
  - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .
- g. The parties will use a limited number of authorities.



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

## **LOCAL PROVISIONS:**

### **3. Expedited Arbitration**

- a. Grievances that have not been resolved prior to arbitration may be referred to expedited arbitration by the party originating the grievance, consistent with Articles A.6.6 and A.6.7, except for:
  - i. Dismissals;
  - ii. Suspensions in excess of twenty (20) days; or
  - iii. policy or general grievances initiated at Stage 3.

## **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. [See Article A.20.2.a.iii.]

## **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      ASSOCIATION RIGHTS**

### **1.      President's Release Time**

- a.      Upon the request of the CCTA prior to May 15<sup>th</sup>, stipulating the name and the amount of time to a maximum of full time, the President of the CCTA shall be granted leave of absence without pay for such time during the subsequent school year. The Board will continue to pay the President and the CCTA will reimburse the Board for the cost of salary and benefits for the period of the leave upon receipt of a monthly statement. The Board will pay the employer share of teacher pension contributions.
- b.      The President shall inform the Board of any absence due to illness, and such time shall be deducted from the teacher's accumulated sick leave credits.
- c.      In the event that the President resigns while on leave, or is replaced for any reason while leave arrangements are in effect, the Board shall grant leave to another teacher as President on the same terms and conditions, as soon as a replacement is hired.
- d.      The teacher returning to teaching duties after serving as President shall be assigned to the same position held previously or to another position suitable.

### **2.      Release for Association and Related Business**

- a.      Upon receipt of a letter of authorization from the CCTA, subject to the obtaining of a suitable substitute if required, and provided the request is made at least five (5) days in advance (unless this is not feasible), leave of absence shall be granted to a teacher who is:
  - i.      (1)      a member of the BCTF Representative Assembly,
  - (2)      a member of the BCTF Executive Committee,
  - (3)      a member of a committee or task force of the BCTF or CTF,
  - (4)      school staff representative,
  - (5)      an official representative or delegate of the CCTA.

The cumulative total of all such leaves is sixty (60) days in a school year; the maximum for a CCTA President, who is teaching part time, is twenty (20) days in a school year; the maximum for any other teacher is fifteen (15) days in a school year.

Such leaves shall be without loss of pay, provided that the CCTA guarantees that the Board is reimbursed at the cost of the substitute for each day of such leave, if a substitute is used.

- ii. A teacher called by the CCTA to appear as witness before an Arbitration Board or the Labour Relations Board. Such leaves shall be without loss of pay.
  - iii. A member of the CCTA's Bargaining Committee to carry out collective bargaining with the Board, to a maximum of three (3) teachers at any one time. Such leaves shall be without loss of pay, provided that the CCTA reimburses the Board for one-half of the cost of the substitute, if a substitute is used.
- b. Teacher representatives of the CCTA shall arrange to conduct grievance investigations and other CCTA business in such a way so as not to disrupt classroom or other instruction, and leave shall not normally be granted from instructional duties for such purposes.

### **3. Leave to BCTF/Teacher Regulation Branch**

- a. Leave of absence without pay shall be granted to a teacher who is elected to a full-time position as an officer of the BCTF or the Teacher Regulation Branch, or is appointed on a term contract of employment to the administrative staff of the BCTF or the Teacher Regulation Branch, for the duration of such duties. Normally, such leave shall be granted if the leave commences at the beginning and finishes at the end of a school term or semester as appropriate, and provided notice normally is given at least two (2) months prior to the end of the school term, or semester as appropriate, before the leave commences.
- b. Any other term appointment or election to the Teacher Regulation Branch, or term appointment to the BCTF, for other than one full school year shall be granted upon suitable replacement being available.

### **4. Staff Representatives**

Staff representatives shall be selected in accordance with CCTA procedures.

### **5. Use of Facilities**

School facilities and equipment may be used by the CCTA, without charge, for meetings and other CCTA activities provided normal booking arrangements are made. The CCTA shall reimburse the Board/School for cost of materials, telephone calls, copying, and any other reasonable charges which occur to the Board/School from such use.

### **6. Access to Premises**

Upon advance notification to the appropriate Administrative Officer or Board Official, representatives of the CCTA may transact CCTA business on school property subject to there being no disruption in activities occurring in the desired facility.

### **7. Bulletin Boards**

The CCTA may post notices of activities and matters of CCTA concern on bulletin boards. A bulletin board shall be provided in each staffroom in each school.

**8. Mail Services**

The Board agrees that the CCTA may have material distributed through the Board's normal courier mail services and employee mail boxes in the schools.

**9. Staff Committees**

School staffs are encouraged to form CCTA School Staff Committees. The size and membership of a CCTA School Staff Committee shall be determined by the staff of the school and may include the Administrative Officer. The CCTA School Staff Committee shall have access to that school's school-level monthly expenditure reports. CCTA School Staff Committee recommendations to the Administrative Officer shall be given consideration.

**10. Access to Information**

- a. The Board shall, upon written request, provide to the CCTA:
  - i. annual audited financial statements, school district budgets, details of block funding and statements of tax rates established;
  - ii. by October 15<sup>th</sup> a list of employees showing their names, addresses, telephone numbers, grid placement, seniority, and school to which assigned;
  - iii. notifications immediately of job postings, transfers, hirings, deaths, retirements and resignations;
  - iv. agendas and minutes of all public Board Meetings.

**11. Lists to be Provided**

The CCTA shall provide the Board, in writing by October 15<sup>th</sup> of each year, with a list, kept current, of CCTA executive members and staff representatives. The CCTA shall advise the board as soon as practicable, in writing, of any changes to the list.

**ARTICLE A.21 MANAGEMENT RIGHTS**

- 1. The management and operation of the School District and persons employed by it are vested exclusively in the Board, subject to the provisions of this Collective Agreement and any applicable legislation, and shall be exercised in a fair and reasonable manner. It is recognized that the School Board shall retain all management rights that are not specifically restricted by this Collective Agreement.

## **ARTICLE A.22 PICKET LINE PROTECTION**

1. All employees covered by this Agreement shall have the right, as a matter of conscience, to refuse to cross or work behind a picket line unless the same is declared illegal by the Labour Relations Board or the courts. Any employee failing to report for duty for this reason shall be considered to be absent without pay.
2. Failure to cross such a picket line encountered in carrying out School Board business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action by the Board.
3. Teachers shall be expected to carry on their normal work duties and responsibilities but will not be requested or required, in addition, to perform the function of employees who are engaged in a legal strike or are locked out. Nor shall teachers request or require pupils to do so.

## **ARTICLE A.23 COPIES OF THE AGREEMENT**

1. Each teacher on staff, TTOC and each new teacher at the time of hiring, shall be provided with a copy of this Agreement. When changes are made to contract provisions, copies of the affected clauses will be circulated to all teachers and TTOC's. A current version of the agreement shall be maintained on the District web site.
2. Each school and the CCTA shall be provided with a new printed copy of the agreement in September of each year. Whenever changes are made to contract provisions, both a print copy and a CD with PDF, Microsoft Word and Rich Text Format versions shall be provided.
3. The Board shall provide the Association, on request, with up to fifteen additional print copies of the agreement each year.

## **ARTICLE A.24 NO STRIKE OR LOCKOUT**

1. There shall be no strikes or lockout so long as this [Collective] Agreement remains in effect.

## **ARTICLE A.25 EXCLUSION FROM THE BARGAINING UNIT**

1. Any classification currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The basis of an exclusion from the bargaining unit shall be:
  - a. any of the functions outlined in the *Labour Relations Code* as the basis for exclusion from the definition of "employee"; or
  - b. the functions of a Director of Instruction or Administrative Officer as set out in the *School Act* and Regulations.

3. If the parties cannot come to agreement under Article A.25, either party may refer the matter directly to arbitration pursuant to Article A.6.

## **ARTICLE A.26      TEACHERS' AIDES OR ASSISTANTS**

1. All teachers' aides or assistants employed by the Board to assist teachers in carrying out the teacher's responsibilities and duties under the *School Act*, Regulations and Ministerial Orders shall be assigned to classes and/or students by the Administrative Officer and shall be assigned specific duties by the teacher during the designated periods of time. Teachers shall not assume employment supervision responsibilities for teacher aides or assistants.
2. Teachers' aides or assistants shall not assume the direct instructional responsibility for providing educational programs.

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

1. The Board shall not contract out educational services of the type and kind normally and regularly performed by members of the bargaining unit unless mutually agreed upon between the Board and the CCTA. Such agreement shall not be unreasonably denied by the CCTA.
2. This clause recognizes the acceptability of present practices.
3. The following shall not be considered as violations of this Article
  - a. First Nations' Art and Language Programs when supervised by a member of the Teacher Regulation Branch;
  - b. students provided with correspondence courses, distant education, services delivered through another ministry or jointly sponsored with another school district;
  - c. the use of guest speakers and performers to provide services which supplement curricular programs and teacher development activities.
4. The Board shall consult with the CCTA on placement of student teachers in District classes.

## **ARTICLE A.28      STAFF ORIENTATION AND TRAINING**

1. All employees new to the staff of the Board shall receive, within the first thirty (30) working days of commencing duties, an orientation provided by the Boards' designated providers. The orientation shall acquaint employees with the basic operation of the School District and the school.
2. The Local shall acquaint the employee with the rights and responsibilities of the Collective Agreement.

3. Teachers that are designated “Teacher in Charge” or “Officer in Charge” shall receive an orientation provided by the Boards’ designated provider when convenient for both parties. The orientation shall acquaint the teacher to the duties of a “Teacher In Charge” or “Officer In Charge” as it pertains to that school.
4. This staff orientation and training will be jointly planned, facilitated, and assessed for effectiveness by the board and the association.
5. All staff orientation will take place during the regular working hours and the board will provide release time.



## SECTION B SALARY AND ECONOMIC BENEFITS

### ARTICLE B.1 SALARY

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

Teachers hired after July 1, 2019 and were employed on the date of ratification, and teachers who retired between July 1, 2019 and the date of ratification, shall have their retro-active pay pro-rated from their date of hire to the date of ratification or from July 1, 2019 to date of retirement.
  
3. The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c above:
  - a. Department Head
  - b. Positions of Special Responsibility
  - c. First Aid
  - d. One Room School
  - e. Isolation and Related Allowances
  - f. Moving/Relocation
  - g. Recruitment & Retention
  - h. Mileage/Auto not to exceed the CRA maximum rate
  
4. The following allowances shall not be adjusted by the increases in 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.

**LOCAL PROVISIONS:**

7. All rates of pay specified in this agreement, unless otherwise indicated, include annual vacation and statutory holiday pay.
8. No teacher currently employed by the Board shall receive a lower basic salary than they are already entitled to under the terms of the immediately preceding agreement.
9. Salary Schedules

**a. July 1, 2019 – June 30, 2020**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 52,701	\$ 59,735	\$ 63,297	\$ 64,549
1	\$ 55,045	\$ 62,461	\$ 66,142	\$ 67,436
2	\$ 57,390	\$ 65,061	\$ 68,955	\$ 70,324
3	\$ 59,734	\$ 67,660	\$ 71,768	\$ 73,213
4	\$ 62,078	\$ 70,260	\$ 74,581	\$ 76,100
5	\$ 64,422	\$ 72,859	\$ 77,395	\$ 78,987
6	\$ 66,767	\$ 75,459	\$ 80,208	\$ 81,874
7	\$ 69,110	\$ 78,060	\$ 83,020	\$ 84,763
8	\$ 71,454	\$ 80,660	\$ 85,833	\$ 87,651
9	\$ 73,797	\$ 83,261	\$ 88,646	\$ 90,538
10	\$ 78,424	\$ 88,437	\$ 94,202	\$ 96,228

School District No. 49 (Central Coast) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5.

**b. July 1, 2020 – June 30, 2021**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 53,755	\$ 60,930	\$ 64,563	\$ 65,840
1	\$ 56,146	\$ 63,710	\$ 67,465	\$ 68,785
2	\$ 58,538	\$ 66,362	\$ 70,334	\$ 71,730
3	\$ 60,929	\$ 69,013	\$ 73,204	\$ 74,677
4	\$ 63,320	\$ 71,665	\$ 76,073	\$ 77,622
5	\$ 65,711	\$ 74,316	\$ 78,942	\$ 80,566
6	\$ 68,103	\$ 76,968	\$ 81,812	\$ 83,512
7	\$ 70,492	\$ 79,621	\$ 84,680	\$ 86,458
8	\$ 72,883	\$ 82,273	\$ 87,550	\$ 89,404
9	\$ 75,273	\$ 84,926	\$ 90,419	\$ 92,349
10	\$ 80,776	\$ 91,090	\$ 97,028	\$ 99,115

School District No. 49 (Central Coast) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5.

**c. July 1, 2021 – June 30, 2022**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 54,830	\$ 62,149	\$ 65,854	\$ 67,156
1	\$ 57,269	\$ 64,984	\$ 68,814	\$ 70,161
2	\$ 59,709	\$ 67,689	\$ 71,741	\$ 73,165
3	\$ 62,148	\$ 70,393	\$ 74,668	\$ 76,170
4	\$ 64,586	\$ 73,098	\$ 77,594	\$ 79,175
5	\$ 67,025	\$ 75,802	\$ 80,521	\$ 82,178
6	\$ 69,465	\$ 78,507	\$ 83,448	\$ 85,182
7	\$ 71,902	\$ 81,213	\$ 86,374	\$ 88,187
8	\$ 74,341	\$ 83,918	\$ 89,301	\$ 91,192
9	\$ 76,778	\$ 86,624	\$ 92,227	\$ 94,196
10	\$ 82,392	\$ 92,912	\$ 98,969	\$ 101,097

School District No. 49 (Central Coast) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5

**ARTICLE B.2 TTOC PAY AND BENEFITS**

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

6. Rate of Pay:
  - 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. Payment to Teachers Teaching on Call**

##### **a. Teachers Teaching on Call Sick Leave**

Teachers teaching on call shall accumulate sick leave credits at the rate of 1.5 days per twenty (20) duty days. Teachers teaching on call who after eight (8) days of continuous duty in an assignment are absent for medical reasons shall be entitled to draw upon any accumulated sick leave credits with respect to days they would have worked in that assignment.

##### **b. Call Out of Teachers Teaching on Call and Pay**

A teacher teaching on call called out to a school for a full day and who works that day in that assignment or any other assignment for the Board shall be paid for a full day.

- i. Should the original position offered to the teacher teaching on call not be available and the teacher teaching on call choose not to accept an alternative assignment, they will receive no remuneration.

- ii. The above provisions also apply to part day assignments.

- c. Teachers teaching on call will be paid for the time worked, but not less than 40% of a day's pay.

- d. The continuity of a teacher teaching on call's service in the same assignment shall not be considered to be broken by non-instructional days, one-day school holidays, or one-day school closures. However, the teacher teaching on call shall not be paid for such a day unless assigned to be on duty, nor is the day counted as a day in the assignment.

##### **e. TTOC Payment**

The Board shall, once each month, not later than eight (8) days following the end of the previous month, pay each teacher teaching on call all wages earned during the pay period just ended.

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

**PCA Article B.3 is not applicable in School District No. 49 (Central Coast).**

**ARTICLE B.4 EI REBATE**

1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.
2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

**ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN**

1. In this Article:
  - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

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

## **ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE**

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

## **ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

1. Private Vehicle Damage

Where an employee's vehicle is damaged by a student at a worksite or an approved school function, or as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the lesser of actual vehicle damage repair

costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$600.

2. Personally Owned Professional Material

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

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

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

**ARTICLE B.8                      OPTIONAL TWELVE-MONTH PAY PLAN**

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.

6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including their interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
8. Interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

## **ARTICLE B.9 PAY PERIODS**

**PCA Article B.9 is not applicable in School District No. 49 (Central Coast). See Article B.24.1.**

## **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 the following reimbursement:

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

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
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 is not applicable in School District No. 49 (Central Coast).**

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



## **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 coordination of benefits.

### **LOCAL PROVISIONS:**

5. The Board shall provide each teacher with an application or enrollment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrollment form must be so noted by the teacher and kept on file by the Board.
6. The Board shall provide each new eligible teacher, on appointment, a copy of any brochures available describing the benefit plans in effect. Up to date copies of such brochures will be made available to teachers, upon receipt by the District.
7. Forms for making claims shall be provided, whenever possible, in the school offices.
8. Subject to the terms of the individual benefit plans, the Board agrees to pay its share of the cost of benefits for teachers while they are in receipt of salary under this agreement. Teachers teaching on call qualify for only the Provincial Extended Health Benefit Plan, by paying 100% of the premium costs, and those required by statute. The Board shall not change the carrier for any of the plans, except the Provincial Extended Health Benefit Plan, without prior consultation with the CCTA. [See also LOU No. 9 re Provincial Extended Health Benefit Plan.]
9. The percentages of the costs of premiums for benefit plans in this Article contributed by the Board are for a full-time teacher. These percentages contributed by the Board for the benefits of a part-time teacher shall be pro-rated based on the proportion of full-time to which the part-time teacher has been assigned.
10. Subject to the terms of the individual benefit plans, a continuing or term teacher on unpaid leave or layoff shall be entitled to remain on the benefit plans, except BCTF Salary Indemnity Plan, by paying the full (both Board and teacher's shares) premium costs at least one month in advance of the premium due dates.

11. Provided the teacher pays the teacher's share of the cost of the premiums, the Board shall continue to pay its share for benefit plans for a teacher who has been participating in the plans and who:
  - a. is receiving benefits under the BCTF Salary Indemnity Plan, for up to two (2) years.
  - b. is on Maternity Leave.

**12. Medical Services Plan**

The Board shall pay one hundred percent (100%) of the premium cost for the B.C. Medical Services Plan.

**13. Dental Care Plan**

The Board shall pay one hundred percent (100%) of the cost of the premiums for a dental care plan which shall include:

Plan "A" 100% co-insurance

Plan "B" 80% co-insurance

Plan "C" 80 % co-insurance with a lifetime maximum of \$2500.00. Effective July 1, 2015, the lifetime maximum is \$5000.00.

Participation in the plan is compulsory. Coverage under this plan will only be offered to one member of a family employed by the School District. Effective July 1, 2015, dual coverage will be permitted when both parties are members of the bargaining unit.

**14. Extended Health Benefits Plan**

The Board shall pay 100% of the cost of the premiums for the Provincial Extended Health Benefit Plan. Participation in the plan is compulsory.

**15. Group Life Insurance**

The B.C.S.T.A./BCTF Group Life Insurance Plan "B" shall be in effect. The Board shall pay 100% of the cost of the premiums. Participation in the plan is compulsory.

**16. Death Benefit**

Upon the death of a teacher on a term or continuing contract who has been employed by the Board continuously for at least twelve (12) teaching months, the Board shall pay to the spouse of the teacher a sum equivalent to one month's salary for the teacher (plus any pay then due). If the teacher did not have a spouse at the time of their death, but had a dependent child(ren), the said sum shall be paid to, or divided among, the dependent child(ren). If the teacher had neither a spouse nor a dependent child(ren) at the time of their death, no death benefit shall be payable.

**17. Employee and Family Assistance Plan**

The Board shall pay eighty percent (80%) and the CCTA shall pay twenty percent (20%) of the premium cost for an Employee and Family Assistance Plan. The amount for the school year shall be paid each September.

**18. Implementation and Review of Coverage** [Not applicable for the Provincial Extended Health Benefit Plan.]

A joint committee of representatives of the Board and the CCTA will review coverage and carriers for all benefit plans with the objective of obtaining the best coverage possible for the dollar amounts committed by this agreement.

**19. Benefits During a Strike or Lockout**

The total premium expense for the following employee benefits shall be borne by the employees during a strike or lockout and the benefits shall continue:

- Medical Services Plan of B.C.
- Extended Health Benefits
- Dental Plan
- Group Life Insurance

**ARTICLE B.12 CATEGORY 5+**

**1. Eligibility for Category 5+**

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

**2. Criteria for Category 5+**

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

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

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

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

**ARTICLE B.20 LONG SERVICE RECOGNITION**

1. Commencing 1992 September 1<sup>st</sup> all teachers will be credited with one year's service for each year they remain in the employ of the District for the purpose of establishing service under this provision.
2. At the same time a cumulative record of full time equivalent service will be started for the purpose of establishing the proportion of payment for which each teacher is eligible.
3. The proportion of any gratuity payable shall be determined by the ratio of full time equivalent service accumulated under Article B.20.2 to the total service accumulated under Article B.20.1.
4. Upon retirement, each teacher with a minimum of ten years accumulated service to the District under Article B.20.1 will qualify for a gratuity, multiplied by the factor determined in Article B.21.3, of the following amounts:
  - a. 10 to 14 years service \$10,000.00;
  - b. 15 to 19 years service \$15,000.00;
  - c. 20 plus years \$1,000 for each year of service.

5. A maximum of two allowances shall be granted in any one year and preference will be based on the longest term of service under Article B.20.1. Amounts shall be paid in four equal annual installments commencing in the year of retirement, with the specific dates of payment to be determined by the teacher in consultation with the Secretary Treasurer.
6. Notice of intent to retire must be given prior to February 1<sup>st</sup> of the preceding year to enable budgetary arrangements to be made.

## **ARTICLE B.21 INITIAL PLACEMENT/REVISED PLACEMENT**

1. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service and recognition of experience as outlined in this agreement.
2. At the time of appointment, the Board shall advise the teacher, in writing, of the documentation required to establish initial salary placement.
3. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted by November 1<sup>st</sup> for teachers commencing employment in September and within three (3) months of commencement of employment of other teachers or of change in categorization. The teacher shall be responsible for advising the Board, in writing, if delays occur in obtaining the documentation.
4. The Board shall advise the teacher when any documentation has not been received. A request by the teacher for an extension of the time limits will be granted if the delay was not brought about by the teacher.
5. The Board shall advise the teacher when placement has been confirmed. Should placement be uncertain until confirmation is obtained, the teacher will be placed on the salary schedule based on the Superintendent's estimate of the likely placement, less the value of an increment. Recognition of salary category and experience shall be given effective on the starting date of employment for a new teacher, and at the beginning of the month following the effective date of change of category if the documentation is received within the stipulated period, or within any extension thereto which has been granted; otherwise at the beginning of the month following receipt of the documentation by the Board.
6. In the event that a teacher wishes to question their placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Superintendent. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure, as outlined elsewhere in this agreement, will apply, commencing at Step 2.

## **ARTICLE B.22 EXPERIENCE RECOGNITION AT INITIAL PLACEMENT**

1. Teachers with teaching experience (or Administrative Officer experience) in public schools, and teaching experience in private schools which are inspected by the Ministry of Education, and where English is the language of instruction, shall be allowed full experience credit.
2. Teachers with experience other than as described in this clause shall be allowed experience credit for up to five (5) years for such experience as is approved by the Board upon the recommendation of the Superintendent as being of value to the District. The CCTA will be advised promptly.
3. A teacher will be placed on the step which is equivalent to the number of years of recognized teaching experience.
4. **Definition of Experience**

Credit for a year of teaching experience will be given, on initial placement, on the following bases:

- a. a minimum of eight (8) months of full-time equivalent continuous service in one (1) school year;
- b. an accumulation of ten months of shorter periods, provided each such period is not less than two (2) months in an appointed position.

## **ARTICLE B.23 EXPERIENCE ON STAFF/INCREMENT DATES**

1.
  - a. The increment date for a teacher, when the teacher will be given credit for one more year of teaching experience and advanced one step on the salary schedule until the maximum for the category is reached, shall be the first of the teaching month in which the teacher completed ten (10) months of full-time equivalent service with the Board. Not more than one year of experience will be credited in and for any school year.
  - b. Except as provided in Article B.23.2, a teacher's increment will be delayed for one month for each month in which a teacher is absent for one-half or more of the teacher's duty days that month.
  - c. A period of service which would otherwise be eligible for experience credit on placement in accord with Article B.22.4 and which was earned prior to the time of appointment to the teaching staff of the District but which was not counted at the time of appointment shall be combined with service on staff for experience recognition to qualify for an experience increment.
2. Experience credit will be granted to a teacher:
  - a. on sick leave with pay;
  - b. on maternity leave;

- c. on leave of absence as CCTA President;
- d. on leaves where the Board pays the teacher (even though reimbursed);
- e. on leave as a member of the faculty of education at a university recognized by the Ministry of Education for certification purposes;
- f. on leave to work for the Ministry of Education;
- g. on leave as an exchange teacher;
- h. on leave to the BCTF, to a maximum of one (1) year;
- i. on leave to the Teacher Regulation Branch ( to a maximum of one (1) year).

## **ARTICLE B.24 DEFINITION OF PAY AND DEDUCTION PERIODS**

1. Except as otherwise provided in this clause, each teacher covered by this agreement, except a teacher teaching on call, shall be paid one-tenth (1/10<sup>th</sup>) of the teacher's current annual salary and allowance or bonus at the end of each month from September to June. A mid-month advance approximating one-half the net amount for that month shall be paid on the teaching day prior to and closest to the fifteenth of the month, and the month-end payment shall be paid on the final teaching day of the month. Payment to each teacher shall be by deposit to the teacher's account at any financial institution in Canada.
2. A part-time teacher shall be paid the proportion of annual salary or daily salary (as appropriate) which is the percentage of full-time specified in the teacher's letter of assignment.
3. For any teacher, except a teacher teaching on call, commencing after the first teaching day of the month, the salary payment for the month shall be calculated on the basis of the number of days taught at the appropriate daily salary, to a maximum of the normal salary payment for that full month.
4. For any teacher, except a teacher teaching on call, leaving before the last teaching day of the month, the salary payment for that month shall be calculated on the basis of the number of days taught at the appropriate daily salary, to a maximum of the normal salary payment for that full month.
5. Any deductions from salary for leave without pay, etc. shall be at the rate of the daily salary for that teacher, but shall not be greater than the normal salary payment at the end of that full month.

- Daily salary shall be calculated by dividing the annual salary in effect for that period by the total number of days in session for teachers for that school year.

$$\text{e.g. Daily salary} = \frac{\text{current annual salary}}{X}$$

where X = days in session during the year for teachers as specified in the school calendar.

- Daily salary as calculated above includes annual vacation pay and pay for general (statutory) holidays.

## **ARTICLE B.25 LETTER OF PERMISSION TEACHERS**

- A person holding a Letter of Permission issued by the Teacher Regulation Branch shall be paid on the salary schedule on Category 4. The provisions of Article B.22.2 also apply.
- A teacher shall not accrue seniority or experience credits while teaching on a Letter of Permission in the School District. If that person subsequently obtains teacher certification and is employed by the District, such previous experience with this District within the five years immediately preceding the date of certification, will be recognized.

## **ARTICLE B.26 SUMMER SCHOOL AND NIGHT SCHOOL**

- A teacher employed to give instruction in academic courses in summer school, night school, or adult education shall be paid the "hourly rate" of \$44.22, when such is in addition to the teacher's assignment with the Board.

## **ARTICLE B.27 POSITIONS OF SPECIAL RESPONSIBILITY**

- The Board shall prepare outlines of the special duties for those employed and being paid allowances over and above basic salary in posts of special responsibility. Such outlines shall be prepared or revised only after an opportunity for consultation has been given to the CCTA.
- When a new classification is created, or substantial change is made to an existing description, the Board shall initially establish the allowance payable, the CCTA shall be notified of the allowance and then the Board may fill the position. The allowance set by the Board shall be the allowance for the classification unless the CCTA advises the Board that it wishes to negotiate the allowance. In such a case, if the parties cannot agree on the allowance within thirty (30) days of the notice, the amount of the allowance shall be referred to a single arbitrator using the procedure outlined in the grievance procedure in this agreement.



3. The Board will appoint a teacher as an officer-in-charge in any of the outlying schools in the District which does not have a resident Administrative Officer. In the absence of the school's principal, the Officer-in-charge shall be responsible for all duties of the principal except for the writing of reports on teachers. The officer-in-charge shall continue to carry out these duties in the event of a school closure, strike or lockout, or other emergency.
4. When for a period of one hour or more there will be no administrative officer present in any building to which an administrative officer is assigned, a teacher on staff in that school will be appointed to administer the school as teacher-in-charge and compensated at the rates set out in Article B.27.6 below.

The designated teacher and the remaining members of the school staff will be informed of the designation as far in advance as is practicable.

Selection of a designate and alternates will be made from applications invited from staff. The alternates will be approached on any occasion the designate is unable to act. In the absence of any applications the Board has the right to appoint.

5. Before creating or deleting any District supervisory classifications in the bargaining unit the Board shall give the CCTA an opportunity for input.

**6. Allowances**

Payment for positions of special responsibility will be as follows:

**a. Officer-in-Charge:**

Effective July 1, 2019	\$3,465.85
Effective July 1, 2020	\$3,535.16
Effective July 1, 2021	\$3,605.87

**b. Teacher-in-Charge:**

**i. Daily Designate:**

Effective July 1, 2019	\$111.28
Effective July 1, 2020	\$113.51
Effective July 1, 2021	\$115.78

**ii. Daily Designate (Part Day):**

- (1) 50% of the full day rate.

## ARTICLE B.28 OTHER ADDITIONS TO SALARY

### 1. First Aid Bonus

- a. Upon application by a teacher, the Board will reimburse the teacher for the applicable course fees for taking or renewing a First Aid Certificate, subject to proof of payment and proof of successful completion of the course being submitted within ten (10) days of acquiring the proof.
- b. The Board will pay an allowance to a teacher holding a valid first aid certificate and acting as First Aid Attendant. A maximum of two persons (teachers and non-teachers) may be appointed at any school. Teachers, by September 15<sup>th</sup> of each school year, shall inform the Board of willingness to fill the First Aid Attendant position for the current school year.
- c. In the case of more staff members applying to be First Aid Attendants than are required, preference will be given to:
  - i. full-time employees;
  - ii. level of certificate (highest level first);
  - iii. length of time certificate held;
  - iv. seniority in the school involved;
  - v. day shift over night shift.
- d. Teachers due payment under this clause shall be paid as follows:

#### **Occupational First Aid Level 3:**

Effective July 1, 2019	\$385.04
Effective July 1, 2020	\$392.74
Effective July 1, 2021	\$400.60

#### **Occupational First Aid Level 2:**

Effective July 1, 2019	\$359.87
Effective July 1, 2020	\$367.06
Effective July 1, 2021	\$374.40

#### **Occupational First Aid Level 1:**

Effective July 1, 2019	\$320.86
Effective July 1, 2020	\$327.28
Effective July 1, 2021	\$333.82

**All other certificates:**

Effective July 1, 2019 \$179.94

Effective July 1, 2020 \$183.54

Effective July 1, 2021 \$187.21

**2. Payment Beyond School Year**

Except for a teacher whose regular responsibilities must be completed or whose activities draw an allowance or are compensated by honoraria or pay, a teacher who is requested by a responsible officer of the Board to work beyond the prescribed work year and who agrees to such employment, shall be compensated by:

- a. equivalent time off during the school year at a time mutually acceptable to the teacher and the teacher's principal;
- b. where the former is not practical in the view of the Board, by payment at the "hourly rate" and with no benefits.

**3. Isolation Bonus**

- a. The Board shall pay to each teacher in Oweekeno and Shearwater for the full school year, amount equal to two return airfares from the community of residence to Vancouver. Payment shall be made in June. This sum may be advanced to fund travel during the year.
- b. The Board shall pay to each teacher on staff in the Bella Coola Valley for the full school year an amount equal to one return airfare to Vancouver. Payment shall be in June and will reflect the fare then in effect.

**ARTICLE B.29 TEACHER REGULATION BRANCH FEES**

The Board shall pay on behalf of each teacher employed by the Board the fees for the Teacher Regulation Branch to a maximum of fifty dollars (\$50.00) per year. Any amount determined by the Teacher Regulation Branch in excess of fifty dollars (\$50.00) shall be deducted from the pay of each teacher, provided the teacher gives the Board written authorization to do so. The Board contribution and any additional amounts deducted shall be remitted to the Teacher Regulation Branch within the time lines set out by the Teacher Regulation Branch.

**ARTICLE B.30 TEACHERS PENSIONS**

The Board and each teacher, including certificated teachers teaching on call and teachers working less than half time, shall contribute to the Teachers' Pension Plan in accordance with the Teachers' Pension Plan Rules.



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

**LOCAL PROVISIONS:**

**7. Definition of Seniority**

“Seniority” means the amount of a teacher’s continuous current service in the employ of the Board, inclusive: of temporary service, of continuing service and of service as an Administrative Officer. Part-time service, as either temporary or continuing service, shall be counted as full time service for the purposes of lay-off and recall.

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

- a. Teacher Teaching on Call seniority accumulated pursuant to Article C.2.3 and
  - b. Seniority ported pursuant to Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority in any school year.
- 8. When the seniority of two or more teachers is equal, the teacher with the greatest length of previous service with the Board shall be deemed to have the greatest seniority.
  - 9. When the seniority of two or more teachers is still equal, the teacher with the greatest amount of service with a school authority, recognized for salary experience purposes, shall be deemed to have the greatest seniority.
  - 10. When the seniority of two or more teachers is still equal, the teacher with the earliest date of appointment with the Board shall be deemed to have the greatest seniority.

11. A teacher shall accrue seniority while on leave of absence for up to one (1) month, and while on Maternity Leave or extension to a maximum of one (1) year.
12. A teacher shall accrue seniority while on:
  - a. Leave of absence without loss of pay;
  - b. Release from duty for CCTA business;
  - c. Leave to D.N.D., C.U.S.O., or other such service;
  - d. Secondment to the Ministry of Education, a university faculty, or a college faculty;
  - e. A recognized teacher exchange program;
  - f. Leave of absence without pay for up to one month.
  - g. Compassionate care leave (Article G.2)
13. A teacher shall maintain existing seniority while on:
  - a. Salary indemnity plan;
  - b. Leave for educational purposes;
  - c. Leave to work for the BCTF or C.T.F.;
  - d. Lay-off;
  - e. Leave for elected office;
  - f. Extended parenthood leave;
  - g. Worker's compensation leave;
  - h. Extended service leave;
  - i. Self-funded leave plan;
  - j. Any other Board approved leave.

### **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 AND SEVERANCE PAY**

### **1. Need to Reduce Staff Numbers**

Where the Board considers that for educational or budgetary reasons it is necessary to reduce the total number of teachers employed by the board, it shall be done in accordance with the provisions of this agreement.

### **2. Principle of Security**

The Board and the CCTA recognize that increased length of professional employment with the Board entitles teachers who possess the necessary qualifications to increased security of teaching employment.

### **3. Procedures for Reducing Staff Positions**

When the reduction in the number of teachers employed is necessary, the teachers to be retained on staff shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

### **4. Notice of Layoff**

The Board shall endeavor to give each continuing teacher it intends to lay off up to ninety (90) days' notice, and a minimum of thirty (30) days' notice in writing, to be effective on December 31<sup>st</sup> or June 30<sup>th</sup> as stated in the notice. This notice, a copy of which shall be sent to the CCTA, shall contain reasons for layoff.

### **5. Recall to Employment Rights**

A continuing teacher who is laid off shall have recall to employment rights for thirty-six (36) months from the effective date of the lay off. An offer by the Board of appointment as a term teacher or a teacher teaching on call does not affect the recall rights of the teacher on lay off whether the offer is accepted or not.

## **6. Option of Severance Pay**

- a. A continuing teacher who has completed one (1) or more years of continuous employment with the district and who is laid off may, within ninety (90) days of the effective date of the lay off and relinquishing recall to employment rights, elect to be paid severance pay.
- b. Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary for each completed year of continuous service to a maximum of one (1) year's salary, but not less than \$2,000. Salary on which severance pay is calculated shall be based on the teacher's salary at the effective date of the lay off.
- c. A teacher who receives severance pay pursuant to this agreement and who is subsequently re-hired by the Board, shall retain any payment made under the terms of this article and in such case, for purposes only of the calculation of any severance pay in the future, the calculation of years of service shall commence with the date of such re-hiring.

## **7. Process of Recall**

- a. When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer the position to the teacher with recall rights who has the most seniority among those laid off pursuant to this agreement, provided that the teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with recall rights with the next greatest seniority and the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with recall rights with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions which become available shall be filled in this manner while there are remaining teachers with recall rights pursuant to this agreement.
- b. If the position accepted is as a term teacher or teacher teaching on call, the teacher shall retain the right to recall as a continuing teacher to a position for which the teacher is qualified, in accordance with this agreement.
- c. A teacher who is recalled shall inform the Board whether or not the recall is accepted within forty-eight (48) hours of receipt of such an offer.
- d. The Board shall allow ten (10) days from the acceptance of a recall offer for the teacher to commence teaching duties, provided that where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed up to a maximum of thirty (30) days from the date of the original recall.
- e. The Board may employ a term teacher or a teacher teaching on call for the position until the teacher recalled is available.



## **8. Loss of Recall Rights**

- a. A teacher's right to recall to employment is lost if:
  - i. the teacher elects to receive severance pay;
  - ii. the teacher refuses two (2) recall offers of positions (except that a second or subsequent refusal of an offer at a remote school shall not count), for which the teacher possesses the necessary qualifications, equal to or greater than the percentage of full-time equivalent position held by the teacher at the effective date of lay off;
  - iii. three (3) years elapse from the effective date of lay off and the teacher is still on lay off;
  - iv. the teacher accepts continuing employment with another district;
  - v. the teacher notifies in writing that they are no longer available;
  - vi. the teacher fails to respond to a recall offer within ten (10) days of the date the notice is mailed by double registered letter.
- b. A teacher who would be on Maternity Leave or at university on the date for return after recall, shall not have the refusal counted as one of the two (2) refusals.

## **9. Loss of Severance Pay Rights**

A teacher's right to severance pay is lost if the teacher loses recall rights.

## **10. List of Those on Lay Off**

The Board shall maintain a recall list. A copy of the list shall be provided to the CCTA during the spring and fall terms. Teachers on the recall list are responsible for maintaining a current address and telephone number on file with the Board office.

## **11. Benefits on Lay-Off**

A teacher on lay off with recall rights shall be entitled, if otherwise eligible, to maintain participation in all health and welfare benefits by payment of the full premiums for such benefits to the Board.

## **12. Sick Leave on Recall**

A teacher who returns following a recall shall be entitled to all the sick leave allowance to the teacher's credit at the date of lay off.

## **ARTICLE C.21 DEFINITION OF TEACHER STATUS**

1. All teachers appointed by the Board to the teaching staff of the District shall be appointed, pursuant to the *School Act*, on a continuing contract of employment, except for:

- a. term teachers, defined as teachers appointed on a contract for a specific duration or specific purpose which shall begin and end in the same school year unless specifically replacing a continuing teacher on leave of absence in accordance with this agreement; or
- b. teachers teaching on call, defined as teachers employed on a day to day call out basis, in accordance with this agreement

## **ARTICLE C.22 DISCIPLINE, SUSPENSION AND DISMISSAL**

### **1. General**

The Board shall not discipline or dismiss any person bound by this agreement except for just and reasonable cause.

Meetings required under the provisions of this Article shall be scheduled to allow all parties and representatives to attend and with as little disruption to normal school operation as possible.

It is the intent of the Board and the CCTA that no discipline or dismissal action shall be defeated merely because of technical error in processing the discipline or dismissal.

### **2. Progressive Discipline**

#### **a. Notification**

Notification of intent to pursue disciplinary action, up to and including suspensions other than suspensions under Section 15 of the *School Act*, must be provided by the supervisor within fifteen (15) teaching days of the incident occurring or of when the supervisor should have been aware of the incident.

#### **b. Interviews**

When a Board official or Administrative Officer intends to interview a teacher for disciplinary purposes, or where the matter could lead to disciplinary action, the official or officer will also advise the teacher of the teacher's right to be accompanied at the meeting by a CCTA representative.

#### **c. Confirmation**

A teacher will be given written confirmation of any formal discipline, with the reasons within six teaching days of the disciplinary meeting.

### **3. Suspension Under Section 15 of The *School Act***

- a. Where an employee is suspended under Section 15 (5) of the *School Act*, the Board shall prior to taking further action under Section 15(7), hold a meeting of the Board (including the Superintendent or designate).

- b. The teacher shall have the right to be accompanied by a representative(s) of the CCTA at the meeting and both shall have an opportunity to make submissions to the Board on the teacher's behalf prior to and during that meeting.
- c. The decision of the Board pursuant to the *School Act* shall be communicated to the teacher and the CCTA, in writing, setting out the grounds for the decision.

#### **4. Procedure Prior to Dismissal**

- a. The Board shall not suspend or dismiss a teacher unless it has, prior to taking such action, held a meeting of the Board, or a committee of the Board if extraordinary circumstances prevent a quorum from being present, (including the Superintendent or designate) with the teacher involved entitled to be present. The CCTA may waive the right to such a meeting.
- b. The teacher and the CCTA shall be given:
  - i. 72 hours notice of the meeting, which meeting shall be held not later than seven (7) days following suspension, if suspension has taken place;
  - ii. a written statement of the reason(s) for the action at least seventy-two (72) hours prior to the meeting;
  - iii. all documents that will be considered by the Board (or committee) at the meeting as soon as practicable and at least twenty-four (24) hours prior to the meeting.
- c. The teacher shall be entitled to file a written reply to the allegations prior to the Board (or committee) meeting, which reply, where practicable, is to be delivered to the Board at least twenty-four (24) hours prior to the meeting.
- d. At the meeting, the teacher shall have the right to be accompanied by a representatives and/or advocates appointed by the CCTA to a maximum of three and they shall be entitled to make submissions; to ask questions of clarification, procedure and information; and to engage in discussion.

#### **5. Dismissals for Unsatisfactory Performance**

- a. The Board shall only dismiss a teacher for unsatisfactory performance after it has received three consecutive assessment reports indicating that the work of the teacher (and in the case of a classroom teacher: that the learning situation in a class or classes of the teacher) is less than satisfactory and unacceptable to the Board. The assessment reports referred to in this Article shall be prepared in accordance with the process established in this agreement dealing with the evaluation of teachers, and in accordance with the following conditions:
  - i. the reports shall have been issued in a period of not less than ten (10) calendar months.

- ii. the reports shall have been issued in a period of not more than twenty-four (24) calendar months, excluding any periods of absence by the teacher of more than thirty (30) teaching days in total;
  - iii. the reports shall be written by a superintendent, a deputy superintendent, an assistant superintendent, a director or an administrative officer;
  - iv. at least one of the reports shall be a report of the principal of the school to which the teacher is assigned;
  - v. at least one of the reports shall be a report of the Superintendent of Schools.
- b. Immediately after the first less than satisfactory report is filed, a plan of assistance will be formulated and recommended to assist the teacher in overcoming the deficiencies. A reasonable period of time for improvement of performance will be provided.
- c. In the event that the teacher is absent due to illness or any other leave of absence, a third report following two other reports indicating a less than satisfactory level of performance may be completed and filed in the absence of the teacher, provided a sufficient number (at least three) of observations have been completed in order to make an informed judgment.

## **6. Notification**

When a teacher is suspended or dismissed, the CCTA shall be notified promptly. The Board shall not release information to the media or the public in respect of any suspension or dismissal of a teacher, until a decision has been made by the Board and an attempt has been made to advise the CCTA.

## **7. Grievances**

Grievances launched with respect to discipline shall be commenced at the step of the Grievance Procedure which involves the board official or officer administering the discipline. If a teacher has been suspended or dismissed, the grievance may be commenced at Step 2 of the Grievance Procedure.

If the teacher has attended a meeting with the Board or a Committee of the Board as outlined elsewhere in this Article, this grievance launched shall be submitted directly to the Arbitration stage of the Grievance Procedure.

## **ARTICLE C.23 TEACHERS REQUESTING PART TIME ASSIGNMENTS**

1. A teacher with a continuing full-time appointment 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. If such a request is granted by the Board, the teacher shall be entitled to return to a similar full time assignment at the expiration of the time for which the Board has made the part-time

assignment. While on the part-time assignment, the teacher will be considered to be on leave of absence for pension purposes only with respect to the balance of full time.

2. A teacher with a continuing part time appointment may, without prejudice to that appointment, request a full time continuing appointment.
3. A teacher with a continuing part-time appointment may, without prejudice to that appointment, request an additional temporary part-time assignment for a specified fraction of time.
4. If a job-sharing arrangement is approved under this Article, the teachers involved shall substitute where feasible for each other in case of absence and shall be paid at the teacher's regular rate when so substituting.

#### **ARTICLE C.24 TERM TEACHERS' EMPLOYMENT RIGHTS**

1. The Board agrees to provide to the CCTA no later than October 15<sup>th</sup> in each school year, a list of teachers hired on term contract for the school year.
2. A teacher employed on a term contract shall be considered for any future term or continuing appointment on the basis of the teacher's qualifications, relevant experience and work record.

#### **ARTICLE C.25 TEACHER TEACHING ON CALL HIRING PRACTICES**

1. Teachers teaching on call will be given preference over persons who do not hold certification provided other qualifications for a specific vacancy are met.
2. The Board shall maintain lists of persons who may be appointed as teachers teaching on call. The Board will send a copy to the CCTA when the list changes.
3. Lists of teachers teaching on call and teacher replacements will provide information to aid in selection for call-out, such as the area of qualification, notice required and locations preferred.
4. Where the Board reasonably expects a teacher teaching on call's appointment to be for more than twenty (20) consecutive teaching days in the same assignment, the teacher teaching on call will be appointed as a term teacher effective the first day of the assignment.

## **ARTICLE C.26 EVALUATION/DISMISSAL OF TEACHERS NEW TO THE DISTRICT**

1. Instructional assignments for teachers new to the District shall be in accordance with Articles D.21.1 and D.21.2.
2. Teachers may be dismissed at any time during the teacher's first ten months worked in the District (whether as a term teacher or as a new teacher to the District on a continuing contract) after two (2) less than satisfactory reports concerning the teacher's performance. The evaluation reports shall have been prepared in accord with Article E.22 of this agreement; provided, however, that Article E.22.10 does not apply.
3. Within five (5) teaching days of the issuance of the first less than satisfactory report, there shall be a meeting between the teacher and a Board official or administrative officer to discuss the strengths and weaknesses of the teacher's performance and to recommend a plan of assistance. The teacher shall have the right to have a CCTA representative at this meeting.
4. Normally, there shall be a minimum of sixty (60) days before the second report process is commenced. The second report shall not be prepared by the same person who issued the first report.
5. A continuing teacher dismissed under the provisions of this article shall be given thirty (30) days notice of dismissal or shall be paid one-tenth (1/10<sup>th</sup>) of current annual salary in lieu of notice.
6. Article C.22.3 and C.22.5 shall not apply to dismissals under this Article. However, the grievance and arbitration procedure does apply under this Article.

## **ARTICLE C.27 DEFINITION OF QUALIFICATIONS**

1. "Necessary qualifications" in respect to a teaching position means a reasonable expectation by those responsible for teacher assignment, that the teacher's qualifications are appropriate to the position available, based on: education, training, certification, relevant teaching and/or work experience, and evidence of ability to perform the duties of the position in a professional and satisfactory manner following a reasonable period of familiarization (approximately two (2) months).
2. Should any question arise as to whether a teacher has or does not have the necessary qualifications for a particular teaching position, that teacher may grieve in accordance with the procedure outlined in this agreement, commencing at step 2, and within five (5) days of receiving the Board's notification.

## SECTION D WORKING CONDITIONS

### ARTICLE D.1 CLASS SIZE AND TEACHER WORKLOAD

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

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

Local language:

1.	NORMAL UPPER LIMIT	REVIEW
<b>ELEMENTARY</b>		
Kindergarten (split class)	15 (no review number)	
Primary split (excluding Kindergarten)	21	
Intermediate	27	29
Intermediate (split)	25	27
Special Education Classes	10	12

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

#### **SECONDARY**

Grades 8-12	30	32
English	25	28
Science Lab	22	24
Home Economics	20	22
Industrial Education	20	24
Grades 8-12 split classes (two courses)	smaller than regular classes	
Special Education (including alternate class)	10	12

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

- The Board shall endeavor to ensure that class size suits the capacity of the instructional facility to which the class is assigned, and will consider any concerns expressed by teachers and/or staffs in this regard.

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

No provincial language.

Local Language

Mainstreaming

1. In dealing with the mainstreaming of pupils with exceptional needs, consideration will be given by the District to recommendations to achieve the best results made jointly by the Administrative Officer and the team of staff dealing with the pupil at the school, and the Special Education Committee.
2. In developing recommendations the following shall be considered:
  - a. educational needs of the students;
  - b. proposed program for the student;
  - c. regular class size and composition;
  - d. professional opinions of the teacher directly affected; and
  - e. professional training of the teacher involved and availability of funds for appropriate in-service and on-going support.

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

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

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



<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:518 students	Agreement in Committee (1998)
Counsellors	1:691 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:244 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:122 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:74 ESL/ELL students	LOU No. 12

#### **ARTICLE D.4 PREPARATION TIME**

**PCA Article D.4 does not apply in School District No. 49 (Central Coast). See Article D.20 Hours of Work.**

#### **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:
  - 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 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**

1. A teacher's weekly instructional assignment shall not exceed 1325 minutes per week.
2. The length of the day during which instructional hours are scheduled shall not exceed six and one half hours inclusive of a regular noon intermission, except in an emergency.
3. Instructional assignment shall be defined as time used for teaching courses and lessons, supervision of curricular activities including study periods and time assigned as librarian, counsellor or similar position; but shall not include such time as class change time, supervision of non-curricular activities, preparation time.
4. Time not assigned as instructional will, wherever possible, be provided in blocks of thirty minutes or longer.
5. The Board may not schedule classes for a teacher which begin or end more than one-half hour before or after the scheduled time for beginning and ending the school day. Exceptions will be allowed only with the agreement of the teacher involved and the CCTA.
6. Part-time teachers shall have their assignments based on a proportion of instructional time as defined in Article D.20.1.

## **ARTICLE D.21 TEACHER ASSIGNMENTS**

1. a. Prior to April 30<sup>th</sup> in each school year a committee of administration and interested staff shall be established to develop recommendations for

consideration of the Administrative Officer and the Board regarding the design of timetables, courses to be taught, staffing and assignments. This committee shall meet regularly and shall be provided with all relevant information as to District funding, program initiatives and Board priorities.

- b. The committee may develop survey documents, conduct surveys of students and staff and gather any other information required. Staffing considerations should include any special consideration required in assignments of teachers returning from medical leaves. The committee should also attempt to identify as early as possible areas where additional training of teachers currently on staff would be beneficial and make these teachers aware of the availability of funding support through the Board and the Professional Development Fund. All representations regarding these matters shall be through this school committee.
  - c. Recommendations shall be presented to the Board as part of the final District staffing plan. Variations to the recommendations of the committee shall be noted and reasons provided.
2. Teacher assignment within a school shall take into consideration such matters as qualifications, training, experience, district seniority, equitable distribution of workload, and personal preferences of the teacher.
  3. When dealing with the determination of teacher's assignments and equitable distribution of workload, consideration shall be given (but not be limited) to such factors as:
    - a. number of student contacts;
    - b. number of courses, and course preparations;
    - c. number of subject areas;
    - d. type of courses;
    - e. type of students.

## **ARTICLE D.22 SUPERVISION**

1. No teacher shall be assigned regular supervision duties during the teacher's regularly scheduled lunch break. A teacher may be designated as the teacher on emergency call. It is intended that staff will participate equitably.
2. Including recess supervision, a teacher shall not be required to perform normal supervision duties for more than sixty (60) minutes per week.
3. In elementary schools where the six and one half hour day is in effect teachers will not be required to provide supervision other than recess if necessary.
4. This Article does not apply to an Officer-In-Charge.

## **ARTICLE D.23      EXTRA-CURRICULAR ACTIVITIES**

1. In this Agreement, extra-curricular programs and activities are defined as those activities which extend beyond the normal school day and beyond provincial/district curricula and programs.
2. Extra-curricular activities are assumed by a teacher on a voluntary basis. The Board and the CCTA recognize that extra-curricular activities are an integral part of the school program and encourage teachers' participation in such activities. Each school staff shall identify annually in September a range of extra-curricular activities it is desirable and practical to offer and teachers will be asked to identify those they are prepared to sponsor. The Board shall have the right to make arrangements to provide activities for which teacher sponsors are not available.

The Board shall not direct that extra-curricular activities be performed nor shall the CCTA take action to limit or withdraw extra-curricular activities during the life of this agreement. Extra-curricular activities shall not form any part of a job description, posting, or evaluation of employee.

3. Any teacher engaged in extra-curricular activities approved by the Board shall be acting in the employ of the Board.
4. Extra-curricular activities shall not form any part of a job posting's description.

## **ARTICLE D.24      STAFF MEETINGS**

1. Regular staff meetings shall be scheduled on a bi-monthly basis in each school. Meetings can be cancelled when no agenda items are identified.
2. Meetings will begin as soon as practicable after school dismissal and be limited to one and one half hours duration unless extended by consensus.
3. An agenda will be posted in staff rooms until 10:00 hours [10:00 AM] on the day of the meeting for inclusion of items by staff. Emergent items may be added at the meeting. Any item relevant to the operation of the programs of the school is appropriate for discussion.
4. Attendance at all meetings is encouraged; staff unable to attend shall advise the Administrative Officer and shall be expected to support decisions made.
5. The administrative officer shall maintain and circulate records of the disposition of agenda items.
6. Nothing in this clause prevents the Administrative Officer from calling a staff meeting outside of the regular schedule or from requiring mandatory attendance on occasion.

## ARTICLE D.25      TECHNOLOGICAL CHANGE

### 1.      **Definition**

Technological change shall be as defined in the Industrial Relations Act {IRA}.

### 2.      **Notice**

- a.      If the Board proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of employees, the Board will give notice of the technological change to the CCTA at least 90 days before the technological change is to be effected.
- b.      The notice shall be in writing and shall state
  - i.          the nature of the change;
  - ii.         the date on which the Board proposes to effect the change; and
  - iii.        the approximate number and type of employees likely to be affected by the changed.
- c.      The Board shall update this information as new developments arise and modifications are made.

### 3.      **Adjustment to Technological Change**

Once the notice of a technological change has been given pursuant to this Article the Board shall negotiate with the CCTA ways in which employees in the bargaining unit who may be affected can adjust to the effects of the technological change.

## ARTICLE D.26      HEALTH AND SAFETY

### 1.      **Health and Safety Committee**

- a.      A Health and Safety Committee and program shall be established in accordance with the *Occupational Health and Safety Regulation* of B.C. and the *Workers' Compensation Act*.
- b.      The committee shall be composed of two (2) representatives of the CCTA, one (1) representative of the non-teachers group, and three (3) representatives of the employer.
- c.      The chairperson and the secretary shall be elected from and by the members of the committee. It is recommended where the chairperson is an employer member, the secretary shall be an employee member and vice versa.
- d.      The Health and Safety Committee shall assist in creating a safe and healthful place of work and learning, and shall recommend actions which improve the effectiveness of the health and safety program.

- e. The committee shall:
  - i. Determine that regular inspections of the place of employment, including a health and safety audit by WCB if necessary, are carried out as required by the *Occupational Health and Safety Regulation, Workers' Compensation Board of British Columbia*.
  - ii. Determine that the provisions of health services as outlined in the *School Act* are carried out.
  - iii. Recommend measures required to attain compliance with the *School Act* and Regulations, the *Workers' Compensation Act* and Regulations and the correction of hazardous conditions.
  - iv. Ensure that all components of WHMIS (Workplace Hazardous Materials Information System) are implemented in all work sites.
  - v. Consider recommendations from the Union and non-teachers group, in accordance with the *Workers' Compensation Act* and *Occupational Health and Safety Regulation*, and recommend to the Employer implementation, where warranted.
  - vi. Hold regular meetings at least once each month for the review of:
    - 1. reports of current accidents, their causes and means of prevention;
    - 2. remedial action taken or required by the reports of investigations and inspections;
    - 3. any other matters pertinent to health and safety.
  - vii. Record the proceedings of the committee and forward the minutes promptly to the employer, Association and non-teachers group.
  - viii. Ensure that copies of the health and safety publications required by the *Workers' Compensation Act* and Regulations are provided at each work site.

## **2. Employee Check-Ups**

The Board shall pay any costs not covered by insurance plans for voluntary annual hearing and medical examinations for teachers working in high risk areas such as shop, gymnasium, art and music rooms.

## **3. Student Medication and Medical Procedures**

- a. Teachers have a duty to render assistance in an emergency.
- b. Teachers shall not administer medication and medical procedures on a regular or predictable basis.

## **ARTICLE D.27      WORK YEAR**

1. The annual salary established for a teacher covered by this agreement shall be paid in respect of a work year based on the standard school calendar as established by Regulations issued from time to time under Section 96.1 of the *School Act*.
2.
  - a. Each school staff may use up to two (2.0) non-instructional days for preparing report cards or reporting to parents.
    - i. When times scheduled for preparing report cards or for reporting to parents require part-time teachers to report to school during periods of the regular school day when they would not normally be working, equivalent release time in lieu will be provided.
  - b. When a school staff elects to use time designated in Article D.27.2.a above and/or the time designated in the School Year Regulation for parent interviews, they shall do so on days designated by the District.

## **ARTICLE D.28      HOME SCHOOLED STUDENTS**

1. Teachers shall not instruct, prepare materials or exams, assess or prepare reports on home schooled students unless the student is assigned to their class.

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

1. When a teacher is absent the Board shall upon being informed of such absence engage a person from the list of people eligible to be assigned on a day-to-day basis. The CCTA and the Board may agree that such an appointment is not required.
2. Regular teachers shall not be required to:
  - a. do the tuition or instructional duties of a teacher who is absent; or
  - b. supervise, except in emergency situations, the students of a teacher who is absent.
3. The Board and the CCTA agree every attempt will be made to hire teachers-teaching-on-call by centralized call out on the following basis:
  - a. The list of TTOCs is updated monthly.
  - b. Certified TTOCs will be hired before teacher replacements.
  - c. If a non-certified teacher is called out for a short term TTOC assignment, and subsequently the regular teacher advises the employer that the absence will be extended by a significant number of days, the employer shall review the assignment and may assign an alternate TTOC for the balance of the assignment.



- d. A TTOC may indicate preferences for availability for particular subject/levels or for particular schools.
- e. When qualifications are equal “TTOC Seniority” with the district will determine the order of call out.
- f. The Board and CCTA in consultation shall determine “TTOC Seniority.”
- g. That each school site will provide each TTOC with a set of classroom keys designated for TTOC for the duration of their assignment.

## **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 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 TEACHING STAFF APPOINTMENTS / POSTING AND FILLING POSITIONS**

### **1. Definitions**

- a. Appointment – An appointment is the full-time or specified part-time employment of an employee on a continuing or on-call basis.

- b. Position – A position is a specified subject area(s) and/or program(s), and/or grade level(s) on a full-time or specified part-time basis at a designated school(s) or work location(s).
  - c. Assignment – An assignment is the specific work undertaken by an employee within a given position.
  - d. Vacancy – A newly created position, or an existing position and assignment vacated by the incumbent.
2. a. Priority for assignment to a position, provided qualifications are equal and provided candidates meet the necessary qualifications for the position shall be:
    - i. teachers returning from leave of absence;
    - ii. an Administrative Officer offered a teaching position;
    - iii. transfers initiated by the Board;
    - iv. continuing teachers currently on staff;
    - v. teachers with recall rights;
    - vi. part-time teachers on continuing appointment wishing to teach full-time;
    - vii. temporary teachers on staff;
    - viii. TTOCs currently employed with the district;
    - ix. teachers new to the district.
  - b. Where two or more qualified teachers fall in the same priority in Article E.20.1.a, district seniority shall be given preference.
  - c. Refer to Article C.27.
3. A vacancy exists when it is decided to fill a position to which no teacher is assigned.
  4. Any vacancy occurring after September 1<sup>st</sup> may be filled as a term appointment for the balance of the school year, and may be advertised as such. Should such a vacancy continue to exist for the following year, it will be re-advertised.
  5. All vacancies and positions of special responsibility shall be advertised in the schools in the District, District web site, and if deemed necessary, outside the School District.
  6. During July and August vacancies shall be posted at the Board office and forwarded to the Association. Copies of postings shall be forwarded to any teacher on staff who has filed a written request, and provided a summer address.
  7. Where a current staff member is the successful applicant for a vacant position, the Board and the teacher may agree on a starting date which will minimize class disruption

during the year. This might mean at the beginning of the next school year or after a break in the current year.

8. All applicants will be informed, in a timely manner, in writing regarding the status of their application.

## **ARTICLE E.21      TEACHER TRANSFERS**

1. Transfers shall be made for sound administrative and educational reasons, and not for capricious or arbitrary reasons. Transfers will normally take effect at the beginning of the school year.
  - a. A board official intending to transfer a teacher from one school to another shall meet with the teacher at least ten working days prior to the recommendation being placed before the Board. The nature of the transfer and the reasons for it shall be communicated to the teacher. The teacher may be accompanied at the meeting by a member of the CCTA. The teacher shall have the opportunity to consider the matter and reply, in the period before the recommendation is placed before the Board.
  - b. Transfers of teachers to or from outer schools initiated by the Board shall require the consent of the teacher. In such cases, reasonable moving expenses shall be paid by the Board.
  - c. Insofar as is practicable, all Board initiated transfers shall be initiated by May 1<sup>st</sup> and completed by June 18<sup>th</sup>, except when necessitated by circumstances which were not reasonably known by the Board.
  - d. The school or work site to which the employee is transferred shall be as mutually agreed between the local and the employer.

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

### **1.      Preamble**

The purpose of evaluation is:

- a. to promote and reinforce good teaching; improve, identify and develop good teaching; improve and/or acknowledge the work of a teacher. It allows the Administrative Officer to get a feeling for the class situation.
  - b. to provide the teacher and the Board with a formal written assessment of the work and instructional competence of a teacher.
2. All formal written reports (referred to as “the report”) shall be prepared by persons authorized under the School Act and normally should be done once every five (5) years. All reports should be completed by May 31<sup>st</sup> of any school year.
  3. Each report on the work of a teacher shall be drafted on the basis of personal classroom observations and other personal observation and factual information which is pertinent to



the work and instructional competence of a teacher. A report should be prepared in the first year of service with the Board and normally on reassignment to another school within the district.

4. From three (3) to six (6) visitations, unless mutually agreed otherwise by the evaluator and the teacher, will occur over an appropriate span of the school year. These will include both prearranged and unannounced classroom visits. Classes observed shall reflect the teachers' assignment. Visitations will not be made at inappropriate times.
5. The evaluator shall first meet with the teacher to identify/clarify the purpose of the evaluation, the time span and schedule, and discuss the criteria to be used.
  - a. The criteria to be used are those currently in place in School District #49 or as these may be modified by the Board. The criteria shall be distributed to each teacher annually. *(At this time the Samborski document, "The Supervisory Report Writing Process". Appendix C)*
  - b. There shall be a committee with equal representation of the Board and the CCTA to make recommendations to the Board which shall be considered by the Board before any modifications are made to the criteria.
6. Reports shall reflect any discrepancy between the teacher's assignment and professional training. Involvement or non-involvement of a teacher in union activities, or matters not directly related to teaching duties is outside the scope of evaluation and report on the work of a teacher.
7. Following each observation, the evaluator and teacher shall hold a post-observation conference, with the evaluator presenting to the teacher, at or as soon as practicable after the post-observation conference, written comments about the teacher's competence.
8. The content of a report on a teacher shall be based on the evaluator's personal observations and should include specific and objective descriptions of teaching performance as well as evaluative comments relating to the teacher's performance. Where the report is less than satisfactory, such comments shall be substantiated.
9. If the report indicates a reasonable apprehension of bias the grievance procedure shall apply.
10. At any time, but particularly when areas of concern arise in early observations, a teacher should be provided with advice and assistance appropriate to the development of an acceptable standard of performance as it pertains to any of the evaluation criteria. Under normal circumstance should this approach not have the necessary effect and an unsatisfactory report is written, an adequately supported plan of assistance shall be proposed, and sufficient time for implementation allowed, before another report is written. Should the evaluator feel that extending that reporting period is necessary and reasonable in order to improve teacher competence, they may do so.
11. The teacher shall be given a draft copy of the report at least forty-eight (48) hours prior to filing the final copy. The teacher shall have the opportunity of meeting with the evaluator to point out any errors of fact and to discuss the report.

12. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report, provided such commentary is received within ten (10) days of the filing of the final report.
13. The final report shall be filed in the teacher's personnel file at the School District office. A copy shall be given to the teacher at the time of filing. One additional copy may be retained for a reasonable period of time by the author (in strict confidence) their record. No other copies of the report shall be filed except as provided in the School Act and Regulations.
14. Nothing in this section limits the right of appropriate supervisory staff to make classroom visitations for the purpose of supervision.
15. Nothing in this process limits the right of the Superintendent or designate to exercise their discretion in supervising and advising regarding instruction consistent with the *School Act* and Regulations.
16. Nothing in this article of the agreement shall preclude an evaluation in which any of the processes are not appropriate to the nature of the teacher's non-classroom assignment. In such cases the evaluator and the teacher shall consult to discuss and clarify the criteria upon which evaluation will be based and on the process to be followed.

#### **ARTICLE E.23 NO DISCRIMINATION**

1. There will be no discrimination against any applicant to a position covered by this agreement or against any member of the bargaining unit on the basis of race, colour, creed, age, sex, sexual orientation, religious or political affiliation, national origin or marital status, whether they are participating in the activities of the CCTA/BCTF, carrying out duties as a representative of the CCTA/BCTF, or involved in any procedure to interpret or enforce the provisions of the Collective Agreement.
2. The Board and the CCTA recognize the right of all persons to work, learn, conduct business and otherwise associate in an environment free of discrimination.

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

1. There shall be a personnel file for each teacher, which shall be at the School Board office. A file concerning a teacher may also be kept at the school where the teacher is assigned. Material from the school file shall be forwarded for inclusion in the School Board office file or shall be destroyed when the teacher leaves the school.
2. A teacher shall have access to the personnel files for that teacher. The teacher may examine the file during regular office hours, after making arrangements to do so. The examination shall take place in the presence of a Board official. The teacher may not remove items from the file, but may prepare comments on any item in it, and such comments will be appended to the item if the teacher so requests in writing.
3. The Board agrees that only material relevant to the employment of the teacher shall be maintained in personnel files.

4. Provided there is no further documentation of discipline, upon the request of the teacher, material critical of the teacher or in the nature of a reprimand shall be removed from the file two (2) years after the filing, unless the documentation is related to performance evaluation, a criminal offense, or gross misconduct.
5. A teacher shall be informed when material is placed in the teacher's personnel file and a copy of the material given to the teacher.
6. Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate administrative officials of the School District

## **ARTICLE E.25 APPEALS UNDER SECTION 11 OF THE SCHOOL ACT**

1. Where a pupil and/or parent/guardian files an appeal under the *School Act* (Section 11) and Board Procedural By-Law Number 2 of a decision of an employee covered by this agreement, or in connection with or affecting such an employee:
  - a. the employee and the CCTA shall be immediately notified of the appeal, and shall be entitled to receive all documents related to the appeal;
  - b. the employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the CCTA/BCTF; and
  - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Board shall refuse to hear any appeal where the pupil and/or the parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
3. No decision or By-Law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

## **ARTICLE E.26 ASSISTANCE TO TEACHERS FALSELY ACCUSED**

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee and the Board has concluded, after a formal investigation has occurred, that the accusation is not true on a balance of probabilities, then the teacher may be entitled to special assistance as determined by the Superintendent of Schools and the President of the CCTA; who will meet to determine what assistance might be provided.

## **ARTICLE E.27 PARENTAL COMPLAINTS**

1. The parties agree that parental concerns are best dealt with through discussion between the parent and the teacher.
2. When a parent complaint is made directly to a principal, the principal will:
  - a. advise the parent to first attempt to resolve the matter directly with the teacher.
  - b. immediately inform the teacher of the complaint and provide any relevant documents or information.
3. Where a parent refuses to meet with the teacher, the teacher may elect to meet with the parent with the school's principal present.
4. The teacher has the right to union representation at any meeting with a parent concerning a parent complaint.
5. No record arising from this process will be entered into the employee's personnel file.

## **SECTION F      PROFESSIONAL RIGHTS**

### **ARTICLE F.20      FUNDING AND CONTROL**

1. A Professional Development Fund, and an Educational Leave Fund as established by the Board shall be administered by the District Professional Development Committee.
2. The Professional Development Committee shall be composed of:
  - a. the Superintendent of Schools or designate;
  - b. a Trustee;
  - c. a teacher named by the staff of Sir Alexander Mackenzie School;
  - d. a teacher named by the staff of Bella Coola Elementary School;
  - e. a teacher named by the staff of Nusatsum Elementary School;
  - f. the Chairperson of the CCTA Professional Development Committee who shall be a non-voting member if they are not one of the three named by the schools.

The CCTA Professional Development Committee Chairperson shall be the chairperson of the District Professional Development Committee.

3. The Board will contribute an amount equal to one and one-half percent (1.5%) of the gross annual teachers' payroll based on October 31<sup>st</sup> of the previous year into the Professional Development Fund. This sum will be paid prior to September 30<sup>th</sup> in each school year.
4. The CCTA will contribute in each school year to the Professional Development Fund an amount equal to one tenth (1/10<sup>th</sup>) of the amount contributed by the Board in that school year. This amount will be paid in monthly installments.
5. The Board will contribute an amount equal to one-third (1/3) of the average teachers' salary in B.C. as determined by BCTF/BCSTA statistics for the preceding year into the Educational Leave Fund. This sum will be paid prior to September 30<sup>th</sup> in each year. The contribution shall not be required for any amount which takes the fund over \$85,000.
6. Any unused amounts in the Professional Development Fund plus interest earned, will be carried forward from year to year. Any unused amounts in the Educational Leave Fund, plus interest earned, will be carried forward from year to year unless accrued interest results in the fund exceeding the limit of \$85,000 established in F.20.5. In this event the excess amount shall be transferred to the Professional Development Fund.
7. The governance, functions, and guidelines of the District Professional Development Committee shall be as contained in the "By-Laws for the District Professional Development Committee."

8. The Professional Development Fund shall not normally be used to fund implementation of new or revised Ministry curriculum.
9. The District Professional Development Committee shall hire a bookkeeper or appoint one of its own members as treasurer, who shall maintain the books using proper accounting methods, supervise the deposits, and make such payments as authorized by the District Professional Development Committee. The accounts shall be audited at the request of the Board, or Board's auditors, or the CCTA, or by motion of the District Professional Development Committee.
10. A minimum of four (4) of the available non-instructional days as prescribed in the annual school calendar shall be used for Professional Development activities, one day of which may be board initiated.
11. When new curriculum is introduced into the School District, it shall be the right and responsibility of the District Professional Development Committee to make recommendations to the Board concerning needs with respect to the implementation process. The District Professional Development Committee may consult with Administrative Officers and teachers in developing the recommendations.
12. The District Professional Development Committee may recommend to the Superintendent the use of targeted funds allocated outside the funding block for educational implementation and curriculum change.

## **ARTICLE F.21 SCHOOL ACCREDITATION**

1. Prior to undertaking a school assessment accreditation, the matter will be referred to the Joint CCTA/Board Liaison Committee for consideration and recommendation. The committee shall also consider and recommend concerning the scheduling of accreditations on the six year cycle for the schools of the District.
2. Funds specifically targeted by the Ministry of Education outside the block funding amounts for follow-up action to accreditations will be allocated to each school and utilized in accordance with a budget developed by the school and approved by the Superintendent.

## **ARTICLE F.22 PROFESSIONAL AUTONOMY**

1. The Board and the CCTA recognize and respect the professionalism of teachers covered by this collective agreement. Teachers, in accord with the BCTF Code of Ethics, within the bounds of the prescribed curriculum and consistent with effective educational practice, shall have individual professional autonomy.

## **SECTION G LEAVES OF ABSENCE**

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

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

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

**[See also Article G.21 for general 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 clause 1 above, shall incorporate any expanded definition of "family member" that may occur through legislative enactment.)*

**[See also Article G.27 for short-term compassionate leave.]**



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

In accordance with the *BC Employment Standards Act* the Employer will grant the following leaves:

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

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

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

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

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

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

**[See also Article G.27 Compassionate Leave.]**

**LOCAL PROVISIONS:**

5. When the teacher has been granted Bereavement Leave upon the death of a member of the immediate family and has been named sole executor of the estate up to an additional two (2) days leave will be granted without pay.

**ARTICLE G.5 UNPAID DISCRETIONARY LEAVE**

1. a. An employee shall be entitled to a minimum of three (3) days of unpaid discretionary leave each year.  
b. The leave will be subject to the educational requirements of the district and the availability of a replacement. The leave must be approved by the superintendent or designate. The request shall not be unreasonably denied.
2. The leave will be in addition to any paid discretionary leave provided in local provisions.
3. The combination of this provision with any other same provision shall not exceed three (3) days.

*Implementation:*

1. *Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement. The combination of this provision with any other same or superior provision shall not exceed three (3) days.*
2. *The provisions of this article establish a minimum level of entitlement for unpaid discretionary leaves for all employees. Where the minimum level of entitlement has already been met through any previous provisions relating to discretionary leaves, an employee shall receive no additional entitlement.*

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

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. PCA Articles G.6.1.a and G.6.2 through G.6.10 are not applicable in School District No. 49 (Central Coast). See also Article A.20.1 President’s Release Time, Article A.20.2 Release for Association and Related Business, and Article A.20.3 Leave to BCTF/Teacher Regulation Branch.]

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.

## **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      GENERAL**

1. The Board, at its discretion, may grant a leave of absence to a teacher for a purpose not already covered in this Collective Agreement. Such leave may be without loss of pay or with partial pay or without pay as the Board decides. The CCTA will be advised by the Board of the terms and conditions of any such leave.
2. In any one year the total leaves granted under extended service leave provisions, self-funded leave provisions and educational leave under the professional development bylaws will not exceed three (3). Leaves under the self-funded leave provisions will have first priority. If applications for other leaves exceed the maximum, the matter will be referred to the Joint CCTA/Board Liaison Committee for recommendation.

## **ARTICLE G.21      SICK LEAVE**

1. Sick Leave means the period of time an employee is absent from work for medical reasons, 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 a teacher is eligible for maternity leave under the provisions of this agreement.
2. Sick leave allowance means the number of days that a teacher has been credited, through service to the Board, and for which they will be entitled to sick leave at their regular rate of pay.
3. Sick leave allowance shall be credited to a teacher on the basis of one and one-half (1.5) days for each month worked in the service of the Board. The number of days of sick leave allowance recorded as of June 30<sup>th</sup>, 1988 shall be accepted as the correct number as of that date. A month worked shall mean a month in which the teacher has been absent for not more than ten (10) teaching days.
4. In any one year in which a teacher has not used their sick leave allowance or has used only a portion of it, the entire unused allowance shall accumulate for their future use without maximum.
5. The anticipated sick leave allowance for the current school year may be advanced to the employee. Any sick leave days advanced and used and not later credited in that school year are recoverable by the employer.
6. Each day shall be measured on a pro-rated basis determined by the proportion of full time worked.
7. Deduction shall be made from sick leave allowance on the basis of one (1) working day (exclusive of holidays) of sick leave granted with full pay. A maximum of one hundred twenty (120) days of sick leave may be deducted from the sick leave accumulation or the advance in any school year.
8. A record of all unused sick leave allowance will be kept by the Board for each teacher. Upon application by the teacher, the Board shall advise the amount of the teacher's accumulated sick leave allowance.
9. Each teacher shall receive by September 30<sup>th</sup> an annual accounting of their sick leave as of August 31<sup>st</sup> of the year.
10. The sick leave allowance of a teacher is cancelled upon termination of employment.
11. In any case where the teacher is absent for five (5) consecutive days or more the teacher may be required to produce a certificate from a qualified medical practitioner certifying that such teacher is unable to carry out their duties due to illness, disability, or quarantine. If the absence from work is ten (10) days or more, the teacher may be required to submit to the Board a health report acceptable to the Board indicating fitness to resume duties.

12. Part-time teachers, excluding teachers teaching on call, shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary.

**[See also Article G.1 Portability of Sick Leave.]**

## **ARTICLE G.22 MATERNITY LEAVE**

1. The Provisions of the *Employment Standards Act* shall apply, supplemented by other provisions of this agreement.
  - a. Application for Maternity Leave shall be made in writing to the Superintendent of Schools when the teacher becomes aware she is pregnant stating the dates of the leave requested;
  - b. Maternity Leave shall be without pay.
2. **Benefits on Maternity Leave**

Medical and other fringe benefits for which the teacher is eligible shall be continued by the Board during Maternity Leave provided the teacher pays any required share.
3. Maternity Leave shall not count as sick leave.
4. Maternity Leave shall count for the purposes of seniority, and experience recognition on the salary schedule.
5. Consideration will be given to a written request to the Superintendent of Schools from a teacher on Maternity Leave, to return sooner than had been agreed.
6. The Board shall provide employees on Maternity Leave a Supplemental Employment Benefit plan as described in Appendix B attached hereto.

## **ARTICLE G.23 EXTENDED MATERNITY/PARENTHOOD LEAVE**

1. An employee granted maternity or parental leave may request an extended maternity/parenthood leave of up to three (3) years and such leave shall be granted.
2. Normally, the request shall be in writing and shall be made forty (40) working days prior to the expiration of the maternity or parental leave.
3. In the event that the circumstances on which the leave was based change significantly, an employee may return to duty earlier than contemplated. Where possible, the employer shall be notified at least forty (40) working days prior to the intended earlier return. An early return will not normally be granted except at the end of June.
4. A teacher who has requested early return and who wishes to be placed on the Teacher Teaching On Call List will be placed on the list.

## **ARTICLE G.24 PATERNITY LEAVE**

1. Upon the birth of a child, at the time of adoption or legal guardianship, the father shall be granted up to two (2) days paternity leave without loss of pay.

## **ARTICLE G.25 ADOPTION LEAVE**

1. Teachers shall be entitled to up to five (5) days leave of absence without pay for travel and interview time in connection with the adoption of a child. For the mother, the provisions of Maternity Leave shall apply upon the arrival of the child.

## **ARTICLE G.26 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS**

1. The Board shall grant leave without loss of pay to any employee summonsed for jury duty or required to attend legal proceedings by reason of subpoena. An employee on such leave shall deposit with the Board proof of service and pay over to the Board any monies received for jury duty, witness fees, etc., but not monies received for expenses.

## **ARTICLE G.27 COMPASSIONATE LEAVE**

1. Up to three (3) days leave of absence without loss of pay shall be granted to a teacher where serious illness occurs in the immediate family. Extensions beyond this time shall be at the Board's discretion.

The definition of "immediate family" includes spouse, children, children-in-law, parents, parents-in-law, grandparents, grandchildren, brothers, brothers-in-law, sisters, sisters-in-law.

"Serious illness" is defined as a life threatening illness; or a medical condition requiring hospitalization under the orders of a medical doctor where the doctor requests the attendance of the teacher.

2. A teacher seeking leave under this provision shall notify the immediate Board official as quickly as possible, and if seeking leave without loss of pay, upon return to work shall provide the Board with a written explanation of the reasons for the absence.

**[See also Article G.2 Compassionate Care Leave and G.4 Bereavement Leave.]**

## **ARTICLE G.28 FUNERAL LEAVE**

1. In the event of the death of any relative not mentioned in the Compassionate Leave provision, or of a friend of the teacher, the teacher shall be entitled to leave for one (1) day, without loss of pay, to attend the funeral. Additional days, without pay, will be granted if necessary for travel.

## **ARTICLE G.29 LEAVE FOR ELECTIVE OFFICE**

1. In the event a teacher is nominated as a candidate in a provincial or federal election, the teacher shall be granted leave of absence, without pay, for the duration of the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, the teacher shall be granted a long-term leave of absence without pay.
2. Teachers elected or appointed to the Central Coast Regional Board may apply to the Board of Education for leave without loss of pay. Such leave will be granted provided:
  - a. any honorarium up to 100% of salary is paid over to the School Board; and
  - b. the effect of the proposed total days of absence is acceptable to the Board of Education.

## **ARTICLE G.30 WORKER'S COMPENSATION LEAVE**

1. Compensation Leave means the period of time a teacher is permitted to be absent from work because of an accident for which compensation is paid under the *Workers' Compensation Act*.
2. When a teacher is entitled to compensation under the *Worker's Compensation Act*, the teacher shall continue to receive full pay, and all monies received by the teacher as compensation for loss of wages under the *Act* shall be paid to the Board. The amount being paid to the teacher by the Board shall be charged against the teacher's accumulated sick leave credits on a proportionate basis, as long as the sick leave credits permit. The Board's responsibilities under this provision shall terminate when the teacher's accumulated sick leave credits have been used up, or the available sick leave allowance for the year has been used.
3. Once the available sick leave allowance for the year has been used, any Compensation Leave shall be without pay, and W.C.B. payments shall be made directly to the teacher and not remitted to the Board.
4. The term "compensation" means periodic payments during the period of temporary disablement and does not include a disability pension or other final settlement award arising from such disability.

## **ARTICLE G.31 EXTENDED SERVICE LEAVE**

1. Subject to the limitations set out in Article G.20, teachers requesting extended service leave shall be granted one year leave of absence for each five (5) years of service with the District, to a maximum of two (2) consecutive years leave of absence.
2. Each one-year leave under this provision will reduce service leave credits by five years. There shall be a minimum period of five years between uses of this leave provision by any one teacher.



3. Extended service leave shall be without pay.
4. Teachers on extended service leave shall be able to maintain medical, dental and insurance benefits by paying one hundred percent (100%) of the cost of those benefits upon the commencement of the leave.
5. Teachers must apply in writing by March 31<sup>st</sup> to the superintendent for extended service leave. Extended service leave shall commence on September 1<sup>st</sup>.
6. Teachers on extended service leave must inform the Board by March 31<sup>st</sup> of their intention not to return.
7. A teacher on extended service leave may be employed elsewhere during the leave, but only on a term or substitute basis if teaching.

### **ARTICLE G.32 LEAVE FOR PERSONAL REASONS**

1. Teachers will be granted three personal days per contract year with pay. Personal leave days may not be taken either immediately before or after the summer, spring or winter periods of school closure.

Purposes for which personal leave days may be used shall include, but not be limited to:

- a. Attendance at funerals not covered by compassionate leave provisions;
- b. Community service activities, which shall include participation on Boards other than the Regional District;
- c. University convocation;
- d. Examinations for qualifications in first aid or other certification;
- e. Marriage of the teacher or a member of the teacher's immediate family;
- f. Attendance at citizenship Court;
- g. Attendance at retirement seminars;
- h. Attendance as a competitor or official at competitions at the Provincial or higher level.

### **ARTICLE G.33 SELF-FUNDED LEAVE PLAN**

1. The employer shall administer a Self-Funded Leave Plan.
2. The Self-Funded Leave Plan shall be governed by the Professional Development Committee.

3. The Professional Development Committee shall determine any questions referred to it regarding the operation of the Self-Funded Leave Plan including the selection and election of an eligible financial institution for the deferred compensation amounts.
4. On return from leave, the employee shall be assigned to the same position held previously or to another suitable position.

#### **ARTICLE G.34 EMERGENCY LEAVE FOR FAMILY ILLNESS**

1. In the event of an emergency involving the serious illness of a member of the teacher's immediate family residing in their household, where no one else is available to care for the ill family member, the teacher shall be granted up to three days leave without pay to the extent necessary to provide such care. The Board at its discretion, may require a medical certificate from the teacher.

#### **ARTICLE G.35 LEAVE ON REQUEST OF OTHER AGENCIES**

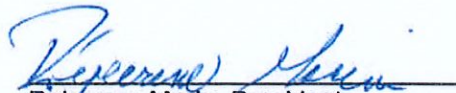
1. Upon prior request of the user organization and prior agreement of terms of compensation to the District (honoraria up to 100% of salary paid over to the Board), a teacher may be granted leave of absence without loss of pay to act as a guest speaker, presenter or participant in an official capacity.

## SIGNATURES

Signed at Prince George, British Columbia, this 13 day of October, 2023.



Steve Dishkin, Superintendent  
School District No. 49 (Central Coast)



Rejeanne Morin, President  
Central Coast Teachers' Association



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



Clint Johnston,  
President  
British Columbia Teachers'  
Federation

# **APPENDIX A PROVINCIAL LETTERS OF UNDERSTANDING**

## **LETTER OF UNDERSTANDING NO. 1**

### **BETWEEN**

**The British Columbia Teachers' Federation**

### **AND**

**The British Columbia Public School Employers' Association**

### **Re: Designation of Provincial and Local Matters**

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

6. Effective date of local matters items:

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

Signed this 8<sup>th</sup> day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

<p style="text-align: center;"><b>Appendix 1</b> <b>PROVINCIAL MATTERS</b></p>
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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;"><b>Appendix 2</b> <b>LOCAL MATTERS</b></p>
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**Appendix 2 – Local Matters**  
**Housekeeping – Form Issues**

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

**Section A – The Collective Bargaining Relationship**

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

**Section B – Salary and Economic Benefits**

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

### **Section C – Employment Rights**

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

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

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

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

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

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

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

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

### **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.

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

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

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

**Professional Development**

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

Professional Development:

Language concerning the date that funds for professional development are to be made available in a district, reference to a “fund” for professional development purposes and the continued 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*

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School  
Employers’ Association

“R. Worley”

“K. Halliday”



**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

Original signed by:

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Jacque Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

**Between**

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

**And**

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

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

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

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Not applicable in School District No. 49 (Central Coast).

**LETTER OF UNDERSTANDING No. 3.b**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Section 27.4 Education Services Collective Agreement Act**

Not applicable in School District No. 49 (Central Coast).

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

The BC Teachers' Federation and the BC Public School Employer's Association agree to support the recruitment and retention of a qualified teaching force in British Columbia.

**Remote Recruitment & Retention Allowance:**

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of
- |                        |          |
|------------------------|----------|
| Effective July 1, 2019 | \$ 2,570 |
| Effective July 1, 2020 | \$ 2,622 |
| Effective July 1, 2021 | \$ 2,674 |
- upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.
- b. All employees identified will receive the annual recruitment allowance of
- |                        |          |
|------------------------|----------|
| Effective July 1, 2019 | \$ 2,570 |
| Effective July 1, 2020 | \$ 2,622 |
| Effective July 1, 2021 | \$ 2,674 |
- as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.
- c. The allowance will be paid as a monthly allowance.

Signed this 13<sup>th</sup> day of June, 2012

*Revised: March 26, 2020*

Original signed by:

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Jacque Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

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

School Name	Town/Community
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**05 - Southeast Kootenay (only part of district approved)**

Jaffray Elementary	Jaffray
Grasmere	Grasmere
Elkford Secondary School	Elkford
Rocky Mountain Elem School	Elkford
District Learning Centre - Elkford	Elkford
Sparwood SS	Sparwood
Frank J Mitchell	Sparwood
Mountain View Elementary	
Fernie Sec School	Fernie
Isabella Dickens	Fernie
District Learning Centre - Fernie	Fernie
District Learning Centre - Sparwood	Sparwood

**06 - Rocky Mountain (entire district approved)**

**08 - Kootenay Lake (entire district approved)**

**10- Arrow Lake (entire district approved)**

**20 - Kootenay Columbia (entire district approved)**

**27 - Cariboo Chilcotin (only part of district approved)**

Anahim Lake	Anahim Lake
Tatla Lake Elem and Jr Sec	Tatta Lake
Forest Grove Elementary	
Alexis Creek	Alexis Creek
Likely Elem	Likely
Naghtaneqed Elem	Nemiah
Dog Creek Elem Jr Sec	Dog Creek
Big Lake Elem	Big Lake
Bridge Lake Elem	Bridge Lake
Horsefly Elem	Horsefly
Buffalo Creek Elem	Buffalo Creek

**28 - Quesnel (only part of district approved)**

Narcosli Elem	Narcosli
Red Bluff Elem	
Nazko Valley Elem	Nazko
Wells Elem	Wells
Kersley Elem	Kersley

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

Ucluelet Sec	Ucluelet
<b>72 - Campbell River (only part of district approved)</b>	
Surge narrows	Read Island
Sayward Elem	Village of Sayward
Cortes Island	Cortes island
<b>73 - Kamloops/Thompson (only part of district approved)</b>	
Blue River Elem	Blue River
Vavenby Elem	Vavenby
Brennan Creek	Brennan Creek
<b>74 - Gold Trail (only part of district approved)</b>	
Gold Bridge Community	Gold Bridge/ Bralorne
Sk'il' Mountain Community	Seton Portage/South Shalalth/Shalalth
Lytton Elementary	
Kumsheen Secondary	
Venables Valley Community	Venables Valley
Cayoosh Elementary	Lillooet/Pavilion/ Fountain/Band Communities
George M. Murray Elementary	Lillooet/ Pavilion / Fountain/Band communities
Lillooet Secondary	Lillooet / Pavilion / Fountain/Band communities
<b>81 - Fort Nelson (Entire District)</b>	
<b>82 - Coast Mountain (Entire District)</b>	
<b>84 - Vancouver Island West (entire district approved)</b>	
<b>85 - Vancouver Island North (Entire District)</b>	
<b>87 - Stikine (Entire District)</b>	
<b>91 - Nechako Lakes (Entire District)</b>	
<b>92 - Nisga'a (Entire District)</b>	
<b>93 - Conseil Scolaire Francophone (only part of district approved)</b>	
Ecole Jack Cook	Terrace



## **LETTER OF UNDERSTANDING No. 6**

### **BETWEEN**

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

### **AND**

#### **BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

District B in the future, the 6 years of adult education seniority shall be activated at that time.

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

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

## **LETTER OF UNDERSTANDING No. 7**

### **BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

*Revised with housekeeping March 26, 2020*

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

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

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Alan Chell  
For BCPSEA

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March 26, 2020  
Date

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Teri Mooring  
For BCTF

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March 26, 2020  
Date

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

## **LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Provincial Extended Health Benefit Plan**

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

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

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

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.
7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:

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

Agreed to on: November 26, 2012

*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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



## 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 <sup>th</sup> following an employee attaining age 75, or upon earlier retirement.
<b>Prescription Drugs</b>	
Drug Formulary	Blue Rx
Pay-Direct Drug Card	Yes
Per Prescription Deductible	\$0
Sexual Dysfunction	Covered
Oral Contraceptives	Covered
Fertility	\$20,000 Lifetime Maximum
<b>Medical Services and Supplies</b>	
Medi-Assist	Included
Out-of-province emergency medical	Covered
Ambulance	Covered
Hospital	Private/Semi-Private
Private Duty Nursing (including In-home)	\$20,000 per year
Miscellaneous Services and Supplies (subject to reasonable and customary limits as defined by Pacific Blue Cross)	Covered

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

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

Not applicable in School District No. 49 (Central Coast).

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

**BETWEEN**

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

**AND THE**

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

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

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

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

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

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

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

Example:

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

*Original signed by:*

Renzo Del Negro

Jim Iker

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
BCTF

April 22, 2015

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

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

**THEREFORE THE PARTIES AGREE THAT:**

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



### Shared Commitment to Equitable Access to Learning

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

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

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

### Agreement to be Implemented

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

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

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

- iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
  - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
- C. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 7 (A) above – the services, caseload limits or ratios from the local collective agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).
- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2019 – 2022 BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

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

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

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

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

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

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

The size of primary classes shall be limited as follows:

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

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

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

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

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

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

### Implementation of Class Composition Language

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

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

#### Efforts to Achieve Compliance: Provincial Approach

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

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

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

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

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

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

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

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

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

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

### Non-Compliance

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

- compelling family issues;
- sibling attendance at the same school;
- the age of the affected student(s);
- distance to be travelled and/or available transportation;
- safety of the student(s);
- the needs and abilities of individual student(s);
- accessibility to special programs and services;
- anticipated student attrition;

- time of year;
- physical space limitations;
- teacher recruitment challenges.

Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

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

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

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

## LETTER OF UNDERSTANDING NO. 13

### BETWEEN

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

### AND THE

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

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

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

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

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

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

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

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



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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

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

**AND THE**

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

**Re: Cultural Leave for Aboriginal Employees**

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

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

**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN**

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

**AND THE**

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

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

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

Discussions will take place prior to June 30, 2020.

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

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

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

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Early Career Mentorship**

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

**LETTER OF UNDERSTANDING NO. 17**

**BETWEEN**

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

**AND THE**

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

**Re: Potential Grievance Resolution**

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

## **APPENDIX B    EI SEB PLAN**

1.        Details of SEB plan developed to meet requirements of Article G.22.6 of this Agreement and the EI Regulations.
2.        Employees covered by the plan are all employees of the board who are members of the Central Coast Teacher's Association.
3.        The plan is to supplement the employment benefits received by workers for temporary unemployment caused by maternity.
4.        Employees must prove that they have applied and are in receipt of employment insurance benefits in order to receive benefits under the plan. SEB is payable only for the period during which an employee is not in receipt of EI due to serving the two week EI waiting period.
4.        The benefit level paid under this plan is set at 95% of regular salary.
5.        The SEB benefits will be paid for two weeks.
6.        The plan is financed by the employer's general revenues.
7.        SEB payments will be kept separate from payroll records.
8.        If required, the employer will inform the Human Resources and Social Development Canada (HRSDC) in writing of any changes to the plan within thirty (30) days of the effective date of the change.
9.        Employees do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
10.      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.

## APPENDIX C SUPERVISORY REPORT WRITING PROCESS

DATE:	November 13, 1987
MEMORANDUM:	To All Principals
FROM:	Ron Samborski Superintendent of Schools S.D. #49
REGARDING:	The Supervisory Report Writing Process

The following will outline and make reference to the procedures and the content of the supervisory report writing process.

1. The writing process shall be consistent with the guidelines outlined in the Collective Agreement between the Central Coast Teachers' Association and School District #49 (Central Coast).
2. A minimum of three observations must be made prior to writing the report. The supervisory cycle shall include one or more pre-arranged classroom visitations and two or more unannounced visitations.
3. The evaluation of teacher performance and report writing is one of the most important tasks of the school Principal. In addition, this evaluation and report is of major importance to a teacher being evaluated. Thus the District has a major obligation to ensure that the process and report preparation is conducted in a fair and consistent manner which is fully understood by all participants. Therefore prior to the first pre-arranged visitation the Principal will meet with the teacher to explain the evaluation and report writing process. This meeting will include discussion of:
  - a) the criteria of evaluation;
  - b) the classroom visitation process;
  - c) the data gathering and sharing process;
  - d) the draft report;
  - e) the distribution of the report.

(Please note that the procedures applicable to the above points are outlined in the Collective Agreement.)

4. The supervisory report shall address the following evaluation criteria:
  - a) planning;
  - b) instructional process;
  - c) student assessment;
  - d) learning environment;
  - e) professionalism of the teacher.

Please note that each of these criteria are important and consistent with historical expectations in the assessment of instruction and are central to sound teaching. In addition to these criteria a number of questions or performance indicators have been provided for each criteria as follows.

The intent in providing these indicators is to assist the Principal and teacher in discussing the basis for evaluation which can be applied effectively and fairly with a criteria that is more specific, measurable, defensible and discriminating.

## INSTRUCTIONAL COMPETENCE

- A. **Planning**:- Effective teaching practices begin with good instructional planning. The presence or absence of indicators reflecting sound planning might best be determined by asking the following questions:
- is long and short term planning carried out?
  - are there clearly stated learning objectives and outcomes consistent with the Provincial Curriculum?
  - is there a day book which provides evidence of planning of daily activities?
  - is there evidence that the necessary preparation of equipment and materials has taken place?
  - is there evidence in the lesson plan that consideration has been given to pupil abilities and readiness when selecting learning activities?
- B. **Instructional Process**:- Effective teachers deliver instruction in a manner designed to maximize the potential for student learning. The following are indicative of sound instruction.
- is there evidence of diagnosing student needs?
  - an overview of the material is provided to the student.
  - the teacher has made the learning objectives clear to the student.
  - there is a clear transition from the previous lesson.
  - there is evidence of a variety of instructional methods.
  - content is presented in an appropriate and sequenced manner.
  - guided and independent practice take place.
  - feedback and correction are provided throughout the instruction process.
  - closure is present.
- C. **Student Assessment**:- The teacher assessment practices should provide continuous feedback on student strengths and weaknesses to all concerned with student progress. The following indicators might best be determined by asking a series of Questions preceded by the words:  
Does the teacher...
- clearly define evaluation criteria for students and for parents when appropriate?
  - assess student progress on a regular and frequent basis?
  - provide continuous feedback to students through the prompt marking and return of student work?
  - maintain appropriate written and up to date records of student assessment?
  - adhere to department and school policy procedures in evaluating students?
  - appropriately adjust instruction to meet student needs on the basis of assessment of student progress towards curriculum objectives.



D. **Learning Environment**:- Classrooms must be managed in such a way as to facilitate student learning within an established set of expectations. The following questions are a guide to indicators which reflect an effective learning environment.

- have reasonable classroom rules and regulations been established, consistently applied and monitored?
- do classroom routines reduce the amount of classroom administration time and increase time on task and engaged teaching time?
- does the teacher maintain effective classroom control?
- is fair, consistent and appropriate discipline provided?
- is there evidence of motivational strategies that offer encouragement and recognition of success?
- is student work displayed where applicable?
- is a suitable physical environment maintained?

E. **Professionalism of the Teacher**:- A teacher's influence and commitment can be seen and felt by students, parents, and colleagues beyond the confines of the regular classroom: consequently there are out of class factors which have traditionally been important in assessing teaching performance. The presence of these factors might best be determined by the following questions:

- are professional relationships maintained with students, parents, and colleagues?
- is there a sharing of school staff responsibilities for example school committees, tasks such as ordering texts and maintaining inventories.
- is there involvement in professional development and keeping up to date in specialization areas and in general education trends, for example is professional development maintained by attending workshops, conferences, and in-service sessions relevant to the assignment of the teacher.
- are assigned organization objectives accomplished such as teacher records (are they accurate and up to date)? Is there adherence to school policies, expectations and procedures?
- does this person set professional standards of integrity in their attitude towards professional growth and attitude towards constructive criticism and in meeting obligations?

5. Where an area critical to competence is found to be deficient the final report will be delayed. The Administrator will write a personal letter to the teacher describing the area of deficiency including specific suggestions for the improvement and a realistic timeline for improvement.

6. Principals should expect teachers to provide upon request indication of both short range and long range planning.

## 7. Reporting Format

Reports on teachers shall be written using the following headings and shall be presented in the following format:

- A) Introduction: This section shall serve to introduce the teacher in terms of their professional training and experience, present assignment, special training, scholarship and unique circumstances regarding the assignment.
- B) Observation Record: This section shall indicate the dates that observations were conducted, the class visited, and post-conference date.
- C) Planning
- D) Instruction Process
- E) Student Assessment
- F) Learning Environment
- G) Professionalism of the Teacher
- H) Conclusion: This section should be used to summarize the highlighted as reported above and must contain the required statutory statement as per Section 94e of the School Act Regulations. Report writers should not alter the wording of this statement from that which is presented in Section 94e. Where a less than satisfactory report has been written the suggestions for improvement, made during the data gathering and sharing process, must be included.

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