

WORKING DOCUMENT

Of the

PROVINCIAL COLLECTIVE AGREEMENT

—BETWEEN—

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS ASSOCIATION /
BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 57 PRINCE GEORGE
(The “Employer”)**

—AND—

**BRITISH COLUMBIA TEACHERS’ FEDERATION /
PRINCE GEORGE DISTRICT TEACHERS’ ASSOCIATION
(The “Union”)**

AS IT APPLIES IN SCHOOL DISTRICT NO. 57 PRINCE GEORGE

EFFECTIVE JULY 1, 2019 TO JUNE 30, 2022

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

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SIGNATURES 6	
FOREWORD 7	
PREAMBLE AND OBJECTS.....	7
SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP	8
ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION	8
ARTICLE A.2 RECOGNITION OF THE UNION.....	9
ARTICLE A.3 MEMBERSHIP REQUIREMENT	9
ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION.....	10
ARTICLE A.5 COMMITTEE MEMBERSHIP	11
ARTICLE A.6 GRIEVANCE PROCEDURE	11
ARTICLE A.7 EXPEDITED ARBITRATION.....	15
ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS	17
ARTICLE A.9 LEGISLATIVE CHANGE	17
ARTICLE A.10 LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS' ACT	18
ARTICLE A.20 UNION SECURITY	18
ARTICLE A.21 MANAGEMENT RIGHTS	18
ARTICLE A.22 LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES.....	19
ARTICLE A.23 ACCESS TO WORKSITE	19
ARTICLE A.24 USE OF SCHOOL FACILITIES.....	19
ARTICLE A.25 BULLETIN BOARDS.....	19
ARTICLE A.26 ACCESS TO INFORMATION.....	19
ARTICLE A.27 PICKET LINE PROTECTION	20
ARTICLE A.28 COPY OF AGREEMENT	20
ARTICLE A.29 EXCLUSIONS FROM THE BARGAINING UNIT	21
ARTICLE A.30 EDUCATION ASSISTANTS	21
ARTICLE A.31 SCHOOL-BASED DECISION MAKING.....	22
ARTICLE A.32 ASSOCIATED PROFESSIONALS	22
SECTION B SALARY AND ECONOMIC BENEFITS.....	24
ARTICLE B.1 SALARY.....	24
ARTICLE B.2 TTOC PAY AND BENEFITS	28
ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION.....	29
ARTICLE B.4 EI REBATE	29
ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN	30
ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE	31
ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS	31
ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN	32
ARTICLE B.9 PAY PERIODS.....	34
ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE	35
ARTICLE B.11 BENEFITS	36
ARTICLE B.12 CATEGORY 5+	37
ARTICLE B.13 BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL PSYCHOLOGISTS' PROFESSIONAL FEES	38
ARTICLE B.20 PLACEMENT ON SCALE	39
ARTICLE B.21 INCREMENTS	42

ARTICLE B.22	PART-TIME TEACHERS	42
ARTICLE B.23	SUPPLEMENTARY SERVICE	43
ARTICLE B.24	POSITIONS OF SPECIAL RESPONSIBILITY	43
ARTICLE B.25	DESIGNATED FIRST AID PERSON	44
ARTICLE B.26	TEACHER IN CHARGE	45
ARTICLE B.27	SUPPLEMENTARY ALLOWANCE	46
SECTION C	EMPLOYMENT RIGHTS	47
ARTICLE C.1	RESIGNATION	47
ARTICLE C.2	SENIORITY	47
ARTICLE C.3	EVALUATION	50
ARTICLE C.4	TTOC EMPLOYMENT	50
ARTICLE C.20	DISCIPLINE AND DISMISSAL	50
ARTICLE C.21	TERMINATION FOR INCOMPETENCE	52
ARTICLE C.22	LIMITED DURATION ASSIGNMENTS	52
ARTICLE C.23	LAYOFF, RECALL AND SEVERANCE	54
SECTION D	WORKING CONDITIONS	58
ARTICLE D.1	CLASS SIZE AND TEACHER WORKLOAD	58
ARTICLE D.2	CLASS COMPOSITION AND INCLUSION	59
ARTICLE D.3	NON-ENROLLING STAFFING RATIOS	62
ARTICLE D.4	PREPARATION TIME	62
ARTICLE D.5	MIDDLE SCHOOLS	63
ARTICLE D.6	ALTERNATE SCHOOL CALENDAR	63
ARTICLE D.20	REGULAR WORK YEAR FOR TEACHERS	65
ARTICLE D.21	EXTRA-CURRICULAR ACTIVITIES	66
ARTICLE D.22	SUPERVISION TIME	66
ARTICLE D.23	AVAILABILITY OF TEACHERS TEACHING ON CALL	66
ARTICLE D.24	HEALTH AND SAFETY	67
ARTICLE D.25	HEALTH AND SAFETY COMMITTEE	67
ARTICLE D.26	INSTRUCTIONAL TIME	68
ARTICLE D.27	TWELVE MONTH ASSIGNMENT	68
ARTICLE D.28	BEGINNING TEACHERS	69
ARTICLE D.29	HOME EDUCATION	69
ARTICLE D.30	CENTRAL INTERIOR DISTANCE EDUCATION SCHOOL	70
SECTION E	PERSONNEL PRACTICES	71
ARTICLE E.1	NON-SEXIST ENVIRONMENT	71
ARTICLE E.2	HARASSMENT/SEXUAL HARASSMENT	71
ARTICLE E.20	TRANSFERS	76
ARTICLE E.21	POSTING AND FILLING VACANT POSITIONS	77
ARTICLE E.22	ASSIGNMENT - IN SCHOOL	78
ARTICLE E.23	EVALUATION OF TEACHING	78
ARTICLE E.24	NO DISCRIMINATION	78
ARTICLE E.25	PERSONNEL FILES	78
ARTICLE E.26	FALSELY ACCUSED EMPLOYEE ASSISTANCE	80
ARTICLE E.28	SCHOOL ACT APPEALS	81
ARTICLE E.29	BOARD POLICY	81
SECTION F	PROFESSIONAL RIGHTS	84
ARTICLE F.20	PROFESSIONAL DEVELOPMENT	84

ARTICLE F.21	PROFESSIONAL DEVELOPMENT FUND	84
ARTICLE F.22	NON INSTRUCTIONAL DAYS	85
ARTICLE F.23	CURRICULUM IMPLEMENTATION.....	85
ARTICLE F.24	EDUCATIONAL BONUS FOR COURSES	85
ARTICLE F.25	PROFESSIONAL AUTONOMY	87
SECTION G	LEAVES OF ABSENCE	88
ARTICLE G.1	PORTABILITY OF SICK LEAVE	88
ARTICLE G.2	COMPASSIONATE CARE LEAVE.....	88
ARTICLE G.3	EMPLOYMENT STANDARDS ACT LEAVES	90
ARTICLE G.4	BEREAVEMENT LEAVE.....	90
ARTICLE G.5	UNPAID DISCRETIONARY LEAVE	91
ARTICLE G.6	LEAVE FOR UNION BUSINESS.....	92
ARTICLE G.7	TTOCs CONDUCTING UNION BUSINESS	94
ARTICLE G.8	TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM	94
ARTICLE G.9	TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE.....	94
ARTICLE G.10	TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES	95
ARTICLE G.11	CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	96
ARTICLE G.20	SICK LEAVE	96
ARTICLE G.21	EXTENDED SICK LEAVE	96
ARTICLE G.22	MATERNITY LEAVE.....	97
ARTICLE G.23	PARENTHOOD LEAVE	98
ARTICLE G.24	ADOPTION LEAVE.....	99
ARTICLE G.25	PATERNITY LEAVE.....	99
ARTICLE G.26	PARENTAL LEAVE.....	99
ARTICLE G.27	JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS	99
ARTICLE G.28	EDUCATIONAL LEAVE	100
ARTICLE G.29	DISCRETIONARY LEAVE	100
ARTICLE G.30	GENERAL LEAVE	100
ARTICLE G.31	SELF-FUNDED LEAVE PLAN	100
SECTION H	PROVINCIAL LETTERS OF UNDERSTANDING/INTENT	101
LETTER OF UNDERSTANDING NO. 1		101
Re: Designation of Provincial and Local Matters		101
Appendix 1 – Provincial Matters.....		103
Appendix 2 – Local Matters.....		109
LETTER OF UNDERSTANDING No. 2.....		114
Re: Agreed Understanding of the Term Teacher Teaching on Call		114
LETTER OF UNDERSTANDING No. 3. a.....		115
Re: Section 4 of Bill 27		115
Education Services Collective Agreement Act.....		115
[Not Applicable in School District No. 57 (Prince George)]		115
LETTER OF UNDERSTANDING No. 3.b.....		116
Re: Section 27.4 Education Services Collective Agreement Act.....		116
[Not Applicable in School District No. 57 (Prince George)]		116
LETTER OF UNDERSTANDING No. 4.....		117
Re: Employment Equity – Aboriginal Employees.....		117
LETTER OF UNDERSTANDING No. 5.....		118
Re: Teacher Supply and Demand Initiatives		118
LETTER OF UNDERSTANDING No. 6.....		122

Re: Article C.2. – Porting of Seniority – Separate Seniority Lists.....	122
LETTER OF UNDERSTANDING No. 7.....	124
Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts	124
LETTER OF UNDERSTANDING No. 8.....	126
Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List	126
LETTER OF UNDERSTANDING No. 9.....	128
Re: Provincial Extended Health Benefit Plan.....	128
Appendix A to Letter of Understanding No. 9	130
LETTER OF UNDERSTANDING No. 10.....	132
Re: Recruitment and Retention for Teachers at Elementary Beaverdell and Big White Elementary School.....	132
LETTER OF UNDERSTANDING NO. 11	133
Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District .	133
TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST – FORM A	136
Re: August 31 st transfers for TTOC experience accrued up to and including June 30 th	136
TEACHER NOTICE: LOU 11 - TTOC EXPERIENCE TRANSFER REQUEST - FORM B....	137
Re: December 31 st transfers for TTOC experience accrued up to and including November 15 th	137
LETTER OF UNDERSTANDING NO. 12	138
Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language.....	138
LETTER OF UNDERSTANDING NO. 13	147
Re: Section 53 – Joint Consultation and Adjustment Opportunities.....	147
LETTER OF UNDERSTANDING NO. 14	149
Re: Cultural Leave for Aboriginal Employees	149
LETTER OF UNDERSTANDING NO. 15	150
Re: Maternity/Pregnancy Supplemental Employment Benefits.....	150
LETTER OF UNDERSTANDING NO. 16	151
Re: Early Career Mentorship.....	151
LETTER OF UNDERSTANDING NO. 17	152
Re: Potential Grievance Resolution.....	152
SECTION I LOCAL LETTERS OF UNDERSTANDING/INTENT	153
LETTER OF UNDERSTANDING	153
Re: Recognition of Service Leave	153

INDEX 154

SIGNATURES

Signed at Prince George, British Columbia, this 22 day of June, 2023.



Andrea Born, Director of Human Resources
School District No. 57 (Prince George)



Daryl Beauregard, President
Prince George District Teachers'
Association



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



Clint Johnston,
President
British Columbia Teachers' Federation

FOREWORD

The purpose of this working document is to provide updated information to the Board and the Association and teachers and administrators in implementing and working with the provisions of the collective agreement.

This working document is organized to facilitate ready access to information. It is not the official collective agreement and therefore, if there are errors or omissions or disagreement as to sequencing and format, the original documents as agreed to by BCPSEA and BCTF shall prevail.

PREAMBLE AND OBJECTS

1. This agreement is entered into between the Board of Education of School District No. 57 (Prince George) hereinafter referred to as the Board, and the Prince George District Teachers' Association hereinafter referred to as the Association.
2. The parties recognize the purposes of this agreement are:
 - a. to record the terms and conditions of employment agreed to by the parties;
 - b. to encourage co-operation in providing efficient quality education services to the students in the district;
 - c. to promote harmonious relations between the Board and its officials and the Association and its members;
 - d. to provide process for the expeditious settlement of disputes which relate to the application or interpretation of the agreement.
3. This agreement is made pursuant to and governed by the School Act, PELRA and the Labour Relations Code. In case of any conflict between this agreement and those Acts and any Regulations made thereunder, those Acts and Regulations shall prevail.
4. Terms used in this agreement defined in those Acts shall have the meanings defined in those Acts.
5. The use of one gender in this agreement shall include the other and the singular shall include the plural unless the sense of the provision requires otherwise.

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.

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4.
 - 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.
- 1.5.
 - 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

- 2.1 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.
- 2.2 Pursuant to *PELRA*, the Board of Education for School District No. 57 Prince George recognizes the Prince George District Teachers Association as the teachers' union for the negotiation in School District No. 57 Prince George of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in School District No. 57 Prince George subject to *PELRA* and the Provincial Matters Agreement.
- 2.3 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

- 3.1 All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the local(s) in the district(s) in which they are employed, subject to Article A.3.2.
- 3.2 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.

3.3 Local Provisions

The term “Associated Professional” as used in this Agreement means all employees (who do not possess teaching certificates) hired as:

- a. School psychologists
- b. Speech/Language pathologists
- c. Behaviour Specialists
- d. Social Workers
- e. Occupational Therapist

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

ARTICLE A.5 COMMITTEE MEMBERSHIP

- 5.1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
- 5.2. 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.
- 5.3. 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.
- 5.4. When a TTOC is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the TTOC shall be paid pursuant to the provisions in each district respecting TTOC Pay and Benefits. A TTOC attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the TTOC shall receive a full day's pay.

ARTICLE A.6 GRIEVANCE PROCEDURE

6.1. 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

6.2. 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.

6.3. 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.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. 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.

6.8. 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.

6.9. 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

7.1 Scope

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

7.2 Process

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

- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel.
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or to seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

ARTICLE A.9 LEGISLATIVE CHANGE

- 9.1 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.
- 9.2
 - 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.
- 9.3 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).
- 9.4 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

- 10.1 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.
- 10.2 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.
- 10.3 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 UNION SECURITY

- 20.1 No written or verbal agreement will be made between the Board and any teacher which is at variance with the terms and conditions of this collective agreement without prior written approval of the Association.
- 20.2 The Board and the Association agree that there shall be no discrimination, coercion or penalty exercised or practiced with respect to any of their respective members, officers, employees or agents regarding membership status or lawful activity in the Union or the conduct of Board business.

ARTICLE A.21 MANAGEMENT RIGHTS

- 21.1 The Association recognizes the right and responsibility of the Board to manage and operate the school district, and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board, except as otherwise specifically provided in this agreement or applicable legislation.
- 21.2 It is mutually agreed that no third party shall have the right to amend, modify or expand the provisions of the collective agreement and any issue arising during the term of the agreement on which the Board has not specifically agreed to some limitation on the exercise of its authority will be conclusively determined by the judgment of the Board until otherwise established through subsequent collective bargaining.

21.3 The operation of section 87(1) of the Labour Relations Code is specifically excluded from this agreement.

ARTICLE A.22 LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES

22.1 Local Association school staff representatives, elected in accordance with local Association procedures shall:

- a. convene staff meetings in the school to conduct Association business;
- b. be relieved of instructional duties with no loss of pay to be present at any meeting between a Principal/Vice-Principal and a teacher in the school or district;
- c. be relieved of instructional duties with no loss of pay in order to investigate or participate in a grievance or arbitration.

ARTICLE A.23 ACCESS TO WORKSITE

23.1 Representatives of the Association and/or the BCTF, authorized by the local Association, shall have the right to transact Association business on school property and utilize district facilities.

ARTICLE A.24 USE OF SCHOOL FACILITIES

24.1 The Association shall have the right to use school facilities and equipment for meetings and other Association activities.

ARTICLE A.25 BULLETIN BOARDS

25.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by bargaining unit members.

ARTICLE A.26 ACCESS TO INFORMATION

26.1 The Board shall forward to the Association no later than October 15th in any school year a copy of the "Employee Report By Name - Teachers" or its equivalent and the staff list of school personnel. When teachers are employed after this date, the Association is to be advised not later than the first payroll following appointment.

26.2 The Board shall provide the Association with the most recent copy of each of the following budget documents:

- a. the District Budget
- b. the year-end audited financial statement

Both documents shall be made available on a reasonably timely basis.

26.3 Board policy statements and regulations pertaining to teachers may be accessed through electronic delivery.

26.4 The Board shall provide each teacher who resigns with a statement of teaching experience and sick leave accumulated in the service of the Board subsequent to September, 1975.

26.5 The Board shall provide the Association with a copy of the agenda and minutes of regular public Board meetings through electronic delivery.

ARTICLE A.27 PICKET LINE PROTECTION

27.1 All employees covered under this agreement shall have the right to refuse to cross or work behind a picket line. Any employees failing to report for duty for this reason shall be considered to be absent without pay.

27.2 Failure to cross a picket line encountered in carrying out School Board business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Board.

27.3 The teacher shall not do work or carry out duties normally performed by employees engaged in a strike, or locked out, nor shall teachers request, require, or direct pupils to carry out such duties.

27.4 Teachers shall not be required to work with persons who attempt to perform any of the duties which would normally be performed by employees on strike or locked out, and shall not suffer reduction in pay by reason of exercising rights pursuant to this paragraph.

27.5 For the purpose of this Article, a picket line shall be considered legal until declared otherwise by the Labor Relations Board or the Courts.

ARTICLE A.28 COPY OF AGREEMENT

28.1 Any teacher may receive a copy of this Agreement on request. Newly appointed teachers shall receive a copy on appointment.

ARTICLE A.29 EXCLUSIONS FROM THE BARGAINING UNIT

- 29.1 Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
- 29.2 The Board shall notify the Association of all new positions requiring a teaching certificate offered in the District and send to the Association a written job description of the new position(s) unless the position(s) is one of the following:
- a. Superintendent of Schools;
 - b. an Assistant Superintendent.
- 29.3 Newly created positions requiring a teaching certificate, except:
- a. the Superintendent of Schools;
 - b. an Assistant Superintendent;
 - c. a Principal who does not displace a bargaining unit position greater than 0.5 FTE secondary or 0.6 FTE elementary shall be included in the bargaining unit unless the parties agree to an exclusion.
- 29.4 Work regularly performed by members of the bargaining unit as part of their regular instructional duties shall not be contracted out.

ARTICLE A.30 EDUCATION ASSISTANTS

- 30.1 An Education assistant, including youth care workers, is:
- a. an employee of the Board who, as an integral part of their duties, has regular contact with students; and
 - b. not employed as a teacher as defined by the School Act and does not require a teaching certificate.
- 30.2 All education assistants hired to assist teachers in carrying out their responsibilities and duties shall be under the direction of the teacher(s) to whom they are assigned.
- 30.3 Unless specifically directed by the teacher, education assistants shall not perform any of the duties of teachers, including but not limited to:
- a. designing, supervising and assessing educational programs;
 - b. assuming any instructional responsibilities or engaging in the delivery of educational programs;

- c. providing instruction to individual students and/or groups of students; or
 - d. evaluating students or educational programs.
- 30.4 Education assistants shall not engage in any instructional responsibilities when the teacher is absent from regular duties.
- 30.5 Education assistants shall not be used as alternatives for qualified professional personnel.
- 30.6 The evaluation of education assistants is the responsibility of the employer and shall not be delegated to teachers. Teachers may be consulted in the evaluation of education assistants.

ARTICLE A.31 SCHOOL-BASED DECISION MAKING

- 31.1 Each school shall develop processes and practices to foster collaborative decision making and problem solving at the school level amongst all employees.
- 31.2 Each school may choose to facilitate collaborative decision making and problem solving processes.
- 31.3 Staff committees may:
- a. be established at the beginning of each school year; and
 - b. review and make recommendations on any matter of general or specific interest to the staff.
- 31.4 If a staff committee is to be formed in a school, it shall consist of a size, format and membership as determined by the school staff.
- 31.5 The school staff is defined as all the employees of the Board who work at a particular school.
- 31.6 Recommendations of the staff committee shall be considered and responded to by the school administration.

ARTICLE A.32 ASSOCIATED PROFESSIONALS

- 32.1 Associated professionals as identified in Article A.3.3. (Membership Requirement) and recognized in Article A.2 (Recognition of the Union) shall be paid in accordance with the salary schedule established in Article B.1 (Salary).

32.2 Placement on the salary scale shall be:

- a. at the category which is most nearly equivalent to the category of the teachers based on years of university-level training in the discipline; and
- b. at an experience level as determined in Article B.20 and Article B.21.c.

32.3 All other terms and conditions of employment established in this Agreement shall apply to associated professionals.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

1.1 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

1.2 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.

1.3 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

1.4 The following allowances shall not be adjusted by the increases in B.1.1.a, b, and c above:

- a. Per Diems
- b. Housing
- c. Pro D (unless formula-linked to the grid)
- d. Clothing
- e. Classroom Supplies

1.5 Provide for a one percent (1%) increase to the top step of the salary grid effective July 1, 2020.

- 1.6 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:

The following salaries are inclusive of general holiday and vacation pay.

Effective July 1, 2019 – June 30, 2020

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,836	\$ 51,308	\$ 55,095	\$ 56,425
1	\$ 50,149	\$ 54,252	\$ 58,255	\$ 59,629
2	\$ 52,464	\$ 57,194	\$ 61,413	\$ 62,832
3	\$ 54,778	\$ 60,137	\$ 64,572	\$ 66,035
4	\$ 57,091	\$ 63,081	\$ 67,730	\$ 69,239
5	\$ 59,406	\$ 66,024	\$ 70,890	\$ 72,442
6	\$ 61,721	\$ 68,966	\$ 74,048	\$ 75,645
7	\$ 64,035	\$ 71,910	\$ 77,207	\$ 78,848
8	\$ 66,349	\$ 74,853	\$ 80,366	\$ 82,051
9	\$ 68,662	\$ 77,795	\$ 83,525	\$ 85,255
10	\$ 73,107	\$ 83,097	\$ 88,998	\$ 91,073

Rural Grid (Step 10 differs on Rural Grid – applies to Dunster, Mackenzie Elem/Sec, Morfee, McBride Elem/Sec, Hixon, Giscome, Valemount Elem/Sec)

10	\$ 73,107	\$ 83,161	\$ 89,284	\$ 91,110
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Effective July 1, 2020 – June 30, 2021

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,793	\$ 52,334	\$ 56,197	\$ 57,554
1	\$ 51,152	\$ 55,337	\$ 59,420	\$ 60,822
2	\$ 53,513	\$ 58,338	\$ 62,641	\$ 64,089
3	\$ 55,874	\$ 61,340	\$ 65,864	\$ 67,355
4	\$ 58,233	\$ 64,342	\$ 69,085	\$ 70,623
5	\$ 60,594	\$ 67,344	\$ 72,308	\$ 73,891
6	\$ 62,956	\$ 70,346	\$ 75,529	\$ 77,158
7	\$ 65,315	\$ 73,348	\$ 78,751	\$ 80,425
8	\$ 67,676	\$ 76,350	\$ 81,973	\$ 83,692
9	\$ 70,036	\$ 79,351	\$ 85,195	\$ 86,960
10	\$ 75,301	\$ 85,590	\$ 91,668	\$ 93,805

Rural Grid (Step 10 differs on Rural Grid – applies to Mackenzie Secondary, Morfee, McBrideElem/Sec, Hixon, Giscome, Valemount Elem/Sec)

10	\$ 75,301	\$ 85,655	\$ 91,962	\$ 93,844
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Effective: July 1, 2021 – June 30, 2022

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,769	\$ 53,381	\$ 57,321	\$ 58,705
1	\$ 52,175	\$ 56,444	\$ 60,609	\$ 62,038
2	\$ 54,583	\$ 59,505	\$ 63,894	\$ 65,370
3	\$ 56,991	\$ 62,567	\$ 67,181	\$ 68,703
4	\$ 59,398	\$ 65,629	\$ 70,466	\$ 72,036
5	\$ 61,806	\$ 68,691	\$ 73,754	\$ 75,369
6	\$ 64,215	\$ 71,753	\$ 77,039	\$ 78,701
7	\$ 66,622	\$ 74,815	\$ 80,326	\$ 82,034
8	\$ 69,029	\$ 77,877	\$ 83,613	\$ 85,366
9	\$ 71,436	\$ 80,938	\$ 86,899	\$ 88,699
10	\$ 76,807	\$ 87,302	\$ 93,501	\$ 95,681

Rural Grid (Step 10 differs on Rural Grid – applies to Mackenzie Secondary, Morfee, McBrideElem/Sec, Hixon, Giscome, Valemount Elem/Sec)

10	\$ 76,807	\$ 87,369	\$ 93,801	\$ 95,721
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ARTICLE B.2 TTOC PAY AND BENEFITS

- 2.1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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.
- 2.6. Rate of Pay [Not applicable to Uncertified TTOCs. See B.2.9]
 - 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]

- 2.7. A teacher teaching on call is defined as a certified teacher hired on a day-to-day basis.
- 2.8. Conversion to Limited Duration Assignment
 - a. Where a teacher teaching on call completes twenty (20) consecutive days of work, inclusive of any non-instructional days, in the same assignment, a Limited Duration Assignment will be offered retroactive to the first day of work in that assignment.
- 2.9. Uncertified Rate of Pay
 - a. An uncertified substitute teacher shall be paid 90 per cent of 1/200th of category 4 step 0. Such salary is recognized as including statutory holiday and vacation pay.

2.10 Call-Out

- a. A teacher teaching on call assigned to a school and not utilized, or utilized only for a portion of the day, shall be paid a half day's wages.
- b. No assignment shall be for less than one half of a day.

2.11 Duties

- a. A teacher teaching on call shall normally be required to perform only the duties of the teacher for whom they are substituting.
- b. Except in unusual circumstances a teacher teaching on call shall only be required to do the supervision of the teacher for whom they are substituting and that is posted on the regular supervision schedule in the school.

2.12 Application of Contract

- a. The only terms and conditions of this contract which shall apply to a teacher teaching on call shall be:

Preamble & Objects, A.1, A.2, A.3, A.4, A.6, A.20, A.21, A.27, A.28, B.1, B.2, B.9.4.e.ii, B.20, B.23, C.20, D.21, D.22, D.26, E.2, E.21.4, E.24, E.25, E.28, F.20.2
- b. The dispute resolution process in Article A.6 may be used only to address disputes specified in this clause.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

[Not Applicable in School District No. 57 (Prince George)]

ARTICLE B.4 EI REBATE

- 4.1. 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.

- 4.2. 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

- 5.1. 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.
- 5.2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
- 5.3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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.

- 5.8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
- 5.9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- 5.10. 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.
- 5.11. 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

- 6.1. 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.
- 6.2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
- 6.3. 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

7.1. 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.

7.2. 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

[Article B.8.1 through B.8.10 is not applicable in School District No. 57 (Prince George). See B.8.11 below.]

[Local Provisions]

8.11 Teachers Payroll Savings Plan

- a. The Board will provide teachers the option of participating in a Payroll Savings Plan. To be eligible for the Payroll Savings Plan teachers shall:
 - i. Be on a continuing appointment, or a limited duration contract from September to June of a complete school year.
 - ii. Notify the Board through its Payroll Department, in writing using the prescribed form that they wish to participate in the plan. Notification must be received no later than 4:30 p.m. on the Friday following the first day of school in September.
 - iii. Notify the Board through its Payroll Department, in writing by June 30th if they do not wish to continue in the Payroll Savings Plan the following year.

- b. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows:
 - i. For September to June:
 - 1. Mid-month advance as determined in accordance with Article B.9.4.c of the Working Document of the Collective Agreement.
 - 2. Monthly Payroll Savings Plan contribution calculated as 16% of net pay, deducted at the end of each month. The Payroll Savings Plan contribution will be held for each teacher by the Board.
 - 3. Month-end payment of the teacher's regular salary less the Payroll Savings Plan contribution described in B.8.11.b.i.2 above.
 - ii. For July and August:
 - 1. The amount held for each teacher, including interest paid at the same rate as would have been paid by the Financial Institution will be paid by the Board in four equal payments, to the employee's primary bank account on file in the Payroll Department records. The four equal payments will occur on July 15, July 31, August 15, and August 31. If any of these four days are non-banking days, the payment will be made on the last banking day preceding these dates.
- c. All payments will be made to the same bank account as the regular month end payment of salary.
- d. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions unless they have resigned from the district, been granted a leave of absence for the remainder of the school year or been terminated. Other withdrawals from the plan would be in accordance with B.8.11.a.iii.
- e. The board will make teachers aware of the Payroll Plan option when they sign their contract at the Central Administration office on the date of their hire.
- f. A one-time start up fee will be payable by each plan participant to the financial institution. The amount of the fee will be determined through negotiations with the financial institution.

ARTICLE B.9 PAY PERIODS

[Article B.9.1 through B.9.e is not applicable in School District No. 57 (Prince George). See B.9.4 below.]

[Local Provisions]

9.4.1 PAYMENT OF SALARY

- a. Employees who are contracted or appointed to work the full school year will be paid one-tenth (1/10) of their established annual salary (instruction and allowances) each month during the period September through June.
- b. Employees who are contracted to work a portion of the school year will be paid:
 - i. one-tenth (1/10) of their established annual salary for each month in which they work the full number of prescribed school days, including the months in which their employment begins and ends.
 - ii. if less than the full number of prescribed school days is worked in the month in which their employment begins or ends they will be paid their normal monthly salary less one-two hundredths (1/200) of their established annual salary for each prescribed school day not worked.
 - iii. The teaching staff at the Youth Containment Center will be paid 12 monthly payments of 1/12 of their annual salary plus allowances where applicable.
- c. The Board shall pay teachers an advance up to a maximum of 50% of the teacher's net monthly salary, on or before the 16th of the month and the balance of the monthly pay on or before the last teaching day of the month.
 - i. Teachers on leave of absence as per the provisions of the Self-Funded Leave Plan may elect to receive a mid-month advance of up to 50% of their net monthly payment.
- d. For the purpose of adjustments to teacher pay the following will be used:
 - i. The per diem rate shall be 1/200th of the appropriate salary grid position.
 - ii. The hourly rate shall be 1/1000th of the appropriate salary grid position.

- e. No teacher shall suffer a reduction of salary through the implementation of this agreement.
- f.
 - i. Part-time teachers who are requested by the Board to attend in-service activities outside of their regular teaching schedule shall receive an equivalent amount of time free from their regular teaching duties. Such equivalent time will be scheduled before the end of the school year and as mutually agreed by the teacher and the principal.
 - ii. Teachers Teaching on call who are requested to attend in-service activities shall be paid in accordance with Article B.2.6.a for each day of attendance, except that teachers teaching on call who have worked on the previous seven (7) working days in the same assignment shall receive their appropriate grid placement. An appropriate adjustment will be made for attending half-day professional development or in-service activities, but in no case will a teacher teaching on call receive less than one-half day's pay.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

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

10.2. 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.

10.3. 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.

[Article B.10.4 is not applicable in School District No. 57 (Prince George).]

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

- 11.1. The employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No.9.
- 11.2. 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.
- 11.3. 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.
- 11.4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

[Local Provisions]

- 11.5 All employees covered by this agreement who are eligible to participate shall, as a condition of employment, participate in the Medical Services Plan of British Columbia beginning the first of the month following the date employment starts. The Board shall pay the full cost of the premiums.
- 11.6 All employees covered by this agreement who are eligible to participate shall, as a condition of employment, participate in the CU&C Dental Plan, or its equivalent, beginning the first of the month following the date employment starts. Premium costs shall be paid 60 per cent by the Board and 40 per cent by the employee.
- 11.7 All employees covered by this agreement who are eligible to participate shall, as a condition of employment, participate in the BCTF/BCSTA Group Life Insurance Plan "B", or its equivalent, beginning the first of the month following the date employment starts. The Board shall pay the full cost of the premiums.
- 11.8 All employees covered by this agreement who are eligible to participate shall, as a condition of employment, participate in the, Provincial Extended Health Benefit Plan beginning the first of the month following the date employment starts. The Board shall pay the full cost of the premiums.
- 11.9. All eligible employees are required to participate in the above plans as a condition of employment unless covered under their spouse's plan in which case they shall not participate twice in similar plans except the Provincial Extended Health Benefit Plan, or unless they did not join the benefit plans under Articles B.11.3, B.11.4, B.11.5 upon their commencement as allowed in the plans. Employees may participate both as a primary and a dependent in the Provincial Extended Health Benefit Plan only.

11.10 Where both employee and spouse are covered by this contract only one Medical Services Plan, CU&C Dental Plan or its equivalent, will be maintained unless circumstances dictate otherwise. Effective July 1, 2015, dual coverage will be permitted where both parties are members of the bargaining unit.

11.11 The Board shall continue to pay its share of the premiums for the Medical Services Plan of B.C., the Provincial Extended Health Benefit Plan, the CU&C Dental Care Plan and the BCTF/BCSTA Group Life Insurance Plan, or their respective equivalent, for those employees receiving benefits under the BCTF Salary Indemnity Plan or the BCTF Salary Continuance Plan, or its equivalent, up to a maximum period of one year from the date that Sick Leave Benefits have expired. The Board will also continue to pay its share of the premiums for the above plans for those employees on Maternity Leave up to the maximum time specified under the Employment Standards Act.

11.12 Death Benefits

- a. In the event of the death of a teacher, the Board shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of six months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision.

11.13 Employee Family Assistance Program

- a. The Board agrees to provide an Employee Family Assistance Program (EFAP) for teachers or members of their immediate family. There will be no charge for services provided by the EFAP Counsellor. If professional assistance beyond what is provided by the EFAP Counsellor is required and a fee is charged for this service, this cost will be the responsibility of the teacher.
- b. The Board and Association shall maintain a committee of equal numbers of representatives of the Board and the Association to administer the Employee Family Assistance Program.

ARTICLE B.12 CATEGORY 5+

12.1. 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.

12.2. Criteria for Category 5+

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

12.3. 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.

12.4. Application for Category 5+

- a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
- b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

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

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

ARTICLE B.20 PLACEMENT ON SCALE

20.1 Initial Placement

- a. Except as specified in Article B.20.1.b through B.20.1.e inclusive below, the salary category of all teachers will be as verified by the most recent evaluation of the Teacher Qualification Service, hereinafter referred to as TQS. Teachers are responsible for submitting a copy of their most recent TQS card to the Director of Human Resources. In the case where a teacher does not submit a TQS card upon appointment, initial category placement shall be one category below the expected TQS placement. Upon presentation of a TQS card the category placement will be adjusted to correspond with the TQS determination. Salary adjustments, in such cases, will be made effective upon appointment provided that the TQS card is presented to the Director of Human Resources within the eight (8) months following appointment. If the TQS card is presented after that date, salary adjustment will be effective the first day of the month in which the TQS card is presented.
- b. Teachers holding a Letter of Permission whose years of preparation can be equated with years of university training shall be placed one category below that which would apply if their total years of training had included one year of teacher preparation.
- c. Teachers holding Letters of Permission whose years of preparation cannot be equated to years of university training shall be placed in a salary category which will provide a salary appropriate to their teaching function.
- d. Teachers with specialty training teaching in the specialty areas at the secondary level of Home Economics or Industrial Education or Business Education or Band who are not in possession of a Professional Certificate shall be paid on Category 4 provided that their teaching assignment in the specialty area is 50% (fifty percent) or greater of their total assignment.
- e. A list of all teachers affected by Article B.20.1.e shall be sent to the Association not later than October 31st of each year.

20.2 Experience

- a. Full teaching experience in government inspected schools of Canada, the U.S.A. and Commonwealth shall be recognized for salary purposes.
- b. One-half teaching experience shall be recognized for all teachers not covered above. Where doubt exists as to the application of this clause regarding the recognition of experience in teaching at University or College levels, a Joint Committee of Association and Board appointees shall determine the application.

- c. For increment purposes, blocks of 100 days of aggregate service after July 1, 1990 as a teacher teaching on call in School District No. 57 shall be recognized as equivalent to five (5) months experience for increment and salary grid placement purposes upon appointment of the teacher teaching on call to either a continuing or limited duration assignment.

[Note: See also Article C.4 *Teacher Teaching on Call Employment* and Letter of Understanding No. 16(c) *Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District* for movement on the scale]

- d. For increment purposes, as per Article B.21, experience shall be credited as follows:

<u>Years of Experience</u>	<u>Increment Step</u>
0 -----	0
1 -----	1
2 -----	2
3 -----	3
4 -----	4
5 -----	5
6 -----	6
7 -----	7
8 -----	8
9 -----	9
10 -----	10

(Note: 10 months of full-time teaching experience equals one year of experience).

- e. Provided that it is directly related to the teacher's main teaching assignment, in addition to experience gained as a teacher, experience gained in another occupation or profession is recognized for salary placement as follows:
 - i. apprenticeship training or its equivalent and journeyman experience or its equivalent is recognized at the rate of one increment for every two years experience up to a maximum of three increments for the appropriate salary category; or
 - ii. experience in an occupation or profession (where Article B.20.2.e.i is not applicable) is recognized at the rate of one increment for every two years experience up to a maximum of three increments for the appropriate salary category. Experience to be granted under this clause must be sufficiently current to be of sound educational value.

- f. Any teacher who considers that credit granted for years of experience has not been in accordance with this Agreement must apply for adjustment within eight (8) months of the effective date of employment. Any adjustment shall be retroactive to the date of employment. Any appeal for adjustment after these dates shall be effective on the first of the month following the application, if approved.

20.3 Reclassification

- a. Reclassification shall mean any change in a teacher's placement on the Teacher Salary Grid as determined by a change in category as shown on the most recent TQS card presented or by a review of the proof of category as per the current TQS card or the current British Columbia Certificate Classification or as a result of the application of Article B.20.1.d.
- b. A teacher's placement on the Teacher Salary Grid shall be adjusted accordingly upon presentation of proof of change in category to the Director of Human Resources. Such adjustment shall apply from the effective date shown on the TQS card of the new category provided that the Category Card or proof of correspondence demonstrating that the teacher has been in active pursuit of a T.Q.S. reclassification is presented to the Director of Human Resources on or before November 15th regarding a change of category effective September 1st, and on or before March 15th regarding a change in category effective January 1st. Otherwise the adjustment shall be effective from the first day of the month in which such proof is presented.
 - i. In exceptional cases where, after providing proof of correspondence indicating active pursuit of a TQS card, the teacher is unable to receive a TQS card with the appropriate effective date, consideration will be given to using a Registrar's Letter confirming successful completion of the course(s) as proof of effective date of category.
- c. A teacher making a successful application for category 5+ as per Article B.12, shall have their placement on the Teacher Salary Grid adjusted accordingly. Such adjustment to take effect on September 1st, when documentation to substantiate a successful application for Category 5+ is presented by November 15th, and on January 1st when this documentation is presented by March 15th. Otherwise, the adjustment shall be effective from the first day of the month in which this documentation is presented.

ARTICLE B.21 INCREMENTS

- 21.1 Provided that a teacher has not reached the maximum of their category, an increment shall be added on the first of the month following the month in which applicable experience accumulation is achieved as per Article B.20.2.d.
- 21.2 Accumulation of fractional years of experience shall be counted for the granting of increments on the appropriate increment date.
- 21.3 Increments shall be granted to teachers on the following leaves of absence:
- a. maternity leave;
 - b. leave for duties with the Association, the BCTF, the CTF, and the Teacher Regulation Branch;
 - c. secondment to the Ministry of Education, a faculty of a BC public university, or participation in a teacher exchange program recognized by the Board.
 - d. leave for teaching with the Department of National Defence or Canadian University Services Overseas.
- 21.4 At the discretion of the Board, teachers may be granted increments for leaves other than those listed in Article B.21.3.

ARTICLE B.22 PART-TIME TEACHERS

- 22.1 Teachers who are regularly employed on a part-time or relief basis shall be paid salary and allowances pro rata in accordance with Articles B.1, B.20, B.21, B.24, and B.27 and shall receive an increment on the next increment date in accordance with Article B.20.2.d.
- 22.2 Those part-time teachers who are employed on a half-time or greater basis shall be eligible to receive full benefits as provided for in this contract Article B.11.
- 22.3 Notwithstanding any other provision in this collective agreement, part-time teachers who are employed on a less than half-time basis shall not be eligible to receive benefits as provided for in this contract Article B.11 except the Salary Indemnity Plan.

ARTICLE B.23 SUPPLEMENTARY SERVICE

- 23.1 Teachers of Continuing Education Academic courses shall be paid an hourly rate of 1/1000 of Category 5, Step 5.
- 23.2 Teachers of summer school shall be paid at an hourly rate of 1/1000 of Category 5, Step 5, with a minimum paid time of two hours per day.
- 23.3 Where supplementary service not involving direct instruction is undertaken at the request of the Board, the teacher shall be paid 1/300 of the appropriate salary grid position or the per diem rate for a teacher teaching on call, whichever is the greater. All Board initiated projects shall be advertised outlining the proposed project, remuneration and desired qualifications of applicants.
- 23.4 Where supplementary service, not involving direct instruction is undertaken voluntarily by a teacher with the approval of the Board, the teacher shall be paid the sum of money provided for teacher services in the project.

ARTICLE B.24 POSITIONS OF SPECIAL RESPONSIBILITY

- 24.1 New Positions of Special Responsibility
- a. It is recognized that it is the Board's prerogative to establish positions of special responsibility.
 - b. The Board shall provide the Liaison Committee with a written job description for new Positions of Special Responsibility, prior to advertising the position.
 - c. Prior to creating a new category of Special Responsibility, the Board will propose an applicable allowance to the Liaison Committee which will meet to discuss the proposal. A majority decision of the Liaison Committee will establish the allowance. In the event that no majority decision is reached, Stage IV of the Dispute Resolution process will apply.
- 24.2 Positions of special responsibility shall be paid an allowance on the following basis:
- a. for those appointed within one school or location, or other than district-wide, 7% of Category 6 maximum.
 - b. for those appointed to a district-wide position and on a 10 month assignment, 10% of Category 6 maximum.
 - c. for those appointed to a district-wide 12 month position, 20% of Category 6 maximum.

ARTICLE B.25 DESIGNATED FIRST AID PERSON

25.1 Where a teacher is Designated First Aid Person at their place of employment;

- a. training will be provided at no cost to the employee.
- b. if the certificate required to be held by the teacher is an Occupational First Aid certificate, the teacher will receive a monthly allowance as follows, for each month of work as the designated person:

Date	Occupational First Aid
Effective July 1, 2019	\$ 100.66
Effective July 1, 2020	\$ 102.68
Effective July 1, 2021	\$ 104.73

- c. if the certificate required to be held by the teacher is a Safety Oriented First Aid certificate, the teacher will receive a monthly allowance as follows, for each month of work as the designated person:

Date	Safety Oriented First Aid
Effective July 1, 2019	\$ 18.88
Effective July 1, 2020	\$ 19.26
Effective July 1, 2021	\$ 19.64

- d. the Board will seek to make the designation in accordance with teacher preference.
- e. if the Workers' Compensation Board implements a new set of certification levels during the life of this agreement, the parties will meet to negotiate and implement an appropriate allowance for the new certificates. The amount of any new allowance will be in harmony with changed levels of training and/or responsibilities.

ARTICLE B.26 **TEACHER IN CHARGE**

26.1 When all of the Principals/Vice-Principals of a school are absent from the school, a member of the staff who is not a Principal/Vice-Principals, and who has been designated as teacher in charge, will be responsible for the supervision of the school during such absences. The teacher in charge will be paid a monthly allowance as follows. This allowance will be paid to the end of the month during which the teacher ceases to be designated teacher in charge.

Date	Teacher in Charge
Effective July 1, 2019	\$ 37.75
Effective July 1, 2020	\$ 38.51
Effective July 1, 2021	\$ 39.28

- 26.2 The Board will seek to make the designation in accordance with teacher preferences.
- 26.3 With the exception of one-room schools, all schools shall designate a teacher as teacher in charge.
- 26.4 The teacher in charge is not expected to assume the regular managerial or instructional supervision duties of the Principal/Vice-Principal but rather is to provide leadership in attending to situations and incidents that may occur at the school during the absence of the Principal/Vice-Principal and that require an immediate response.
- 26.5 The duties and responsibilities of the teacher in charge should be developed by the Principal and the teacher in charge in consultation with the staff of each school and be shared with the staff.
- 26.6 The teacher in charge and the staff should be advised of contingency arrangements that may be implemented should the teacher in charge require administrative assistance and/or advice. Such arrangements may involve support from other school-based Principals/Vice-Principals, the Assistant Superintendents, or other district staff.
- 26.7 Release time for the teacher in charge may be provided if, in the opinion of the Principal and the teacher in charge, such time is required. It is not expected that release time would be required during brief absences of the Principal/Vice-Principal (less than .5 of a day).
- 26.8 In the event of frequent and/or lengthy absences of the Principal/Vice-Principal, consultation will occur involving the Principal/Vice-Principal, the teacher in charge and the Assistant Superintendent to determine how to appropriately meet the supervisory requirements of the school and the staff.

ARTICLE B.27 SUPPLEMENTARY ALLOWANCE

27.1 The Board shall pay a Supplementary Allowance, according to the following schedule to each teacher appointed to the listed schools:

Date	Giscome	Hixon	McBride Elementary	McBride Secondary	Mackenzie Secondary
Effective July 1, 2019	\$ 1,277.43	\$ 1,443.94	\$ 2,582.78	\$ 2,582.78	\$ 2,312.33
Effective July 1, 2020	\$ 1,302.98	\$ 1,472.82	\$ 2,634.44	\$ 2,634.44	\$ 2,358.58
Effective July 1, 2021	\$ 1,329.04	\$ 1,502.28	\$ 2,687.13	\$ 2,687.13	\$ 2,405.75

Date	Morfee	Nukko Lake	Valemount Elementary	Valemount Secondary
Effective July 1, 2019	\$ 2,312.33	\$ 1,186.89	\$ 3,558.45	\$ 3,558.45
Effective July 1, 2020	\$ 2,358.58	\$ 1,210.63	\$ 3,629.62	\$ 3,629.62
Effective July 1, 2021	\$ 2,405.75	\$ 1,234.84	\$ 3,702.22	\$ 3,702.22

27.4 The schedule in Article B.27.1 may be amended by mutual agreement of the Board and the Association.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

- 2.1 Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.

2.2 Porting Seniority

- a. Effective July 1, 2020 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in BC.

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]

b. Seniority Verification Process

- i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
- ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
- iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.

2.3 Teacher Teaching on Call (TTOC)

- a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
- b. For the purpose of calculating seniority credit:
 - i. Service as a TTOC shall be credited:
 1. one half (1/2) day for up to one half (1/2) day worked;
 2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
 - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
- c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.

2.4 An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.

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

[Local Provisions]

2.6 The Board and the Association agree that increased length of service in the employment of the Board entitles employees to increased security of teaching employment.

2.7 In this Agreement, "seniority" means an employee's aggregate length of continuous service in the employment of the Board, inclusive of limited duration assignments that run consecutively to the continuing assignment.

2.8 In addition to the provisions of C.2.7 the seniority for an employee on a continuing contract shall include:

- a. Teacher teaching on call seniority accumulated pursuant to PCA Article C.2.3;
- b. Seniority on a limited duration appointment accumulated pursuant to PCA Article C.2.4; and

- c. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
- 2.9 When the seniority of two or more employees is equal, seniority will be established in the following order:
- a. the employees with the greatest aggregate length of service with the Board; then
 - b. the employees with the greatest aggregate length of service with other school authorities recognized for salary experience purposes in Article B.20; then
 - c. the employees with the earliest successful written request for employment with the Board as recorded in the teacher's personnel file.
- 2.10 Leaves of absence in excess of one month shall not count toward aggregate length of service with the Board, except:
- a. maternity leave;
 - b. educational leave;
 - c. parenthood leave;
 - d. leave for duties with the Association, the B.C. Teachers' Federation, the Canadian Teachers' Federation, and the Teacher Regulation Branch;
 - e. secondment to the Ministry of Education, a faculty of a B.C. public university, or participation in a teacher exchange program recognized by the Board;
 - f. leave for teaching with the Department of National Defense or Canadian University Services Overseas;
 - g. extended sick leave;
 - h. Self-Funded Leave Plan;
 - i. Extended Maternity Leave;
 - j. Personal Leave up to one year; and
 - k. Compassionate Care Leave (G.2).
- 2.11 Personal leaves of more than one year may count towards aggregate length of service if agreed to by the Liaison Committee.

- 2.12 The seniority date of an employee will be adjusted to reflect leaves of absence which do not count towards aggregate length of service.
- 2.13 The Board shall, by October 15th of each year, forward to the Association a list of all employees employed by the Board setting out the length of seniority as of July 1st of that year in accordance with this article. Any errors in the list must be brought to the attention of the Human Resources Department in writing on or before November 15th.

ARTICLE C.3 EVALUATION

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

[Note: See also E.23 *Evaluation of Teaching*]

ARTICLE C.4 TTOC EMPLOYMENT

- 4.1 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.

4.2 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.

[NOTE: See also B.20.2 *Placement on Scale* for initial scale placement]

ARTICLE C.20 DISCIPLINE AND DISMISSAL

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

- 20.2 The right to dismiss a teacher rests with the Board and may not be delegated to the Superintendent, an assistant superintendent, a Principal/Vice-Principal, or any other employee of the Board.
- 20.3 The right to suspend a teacher rests with the Board but may be delegated to the Superintendent or an assistant superintendent, and not to any other employee of the Board.
- 20.4 Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of the fact at the earliest reasonable time.
- 20.5 Teachers shall be accompanied by a member of the Association and/or an advocate appointed by the Association to all meetings regarding actions under this Article. If the teacher does not attend a meeting regarding actions under this article, the meeting will proceed with an Association representative present.
- 20.6 Where a teacher is suspended or dismissed, unless required by law, no information in respect of the suspension or dismissal shall be released to the public or the media except by joint release agreed upon by officials of the Board and the Association.
- 20.7 The Board shall not dismiss any person bound by this agreement unless it has, prior to taking such action, held a meeting of the Board, with the teacher entitled to be present, in respect of which:
- a. the teacher and the Association shall be given at least 72 hours notice of the meeting;
 - b. at the time such notice is given, the teacher and the Association shall be given a statement in writing of the grounds known at the time of the notice for the contemplated action and all documents that will be considered at the meeting;
 - c. at such meeting the teacher may be accompanied by a representative and/or an advocate appointed by the Association and they shall be entitled to hear and to respond to all the information presented to the Board, to receive copies of all documents placed before the Board, and to ask the Board questions of clarification, procedures and/or information;
 - d. the decision of the Board shall be communicated in writing to the teacher and the Association and shall contain reasons for the decision.
- 20.8 Where the Board disciplines or dismisses a teacher, the teacher shall have the option of referring the matter directly to Article A.6.7.

ARTICLE C.21 TERMINATION FOR INCOMPETENCE

- 21.1 The Board may terminate the employment of a teacher for incompetence only after at least three (3) reports as per Article E.23, indicating that the learning situation in the class is less than satisfactory.
- 21.2 The three reports may be issued in not less than twelve (12) nor more than twenty-four (24) months. Any approved leave of absence shall extend the time for filing the report by the equivalent length of the leave.
- 21.3 At least one of the reports shall be a report of the Superintendent of Schools, or an Assistant Superintendent.
- 21.4 Reports will only be considered for termination action if written by the Superintendent, Assistant Superintendent, a Director of Instruction, or the Principal of the school in which the teacher works. In cases where the teacher is assigned to Programme Cadre de français, reports may be written by other Principal(s) who have the ability to communicate in the French language.
- 21.5 Where more than one of the three reports is written by the same person, at least six (6) months shall have elapsed between assessments.
- 21.6 Where a program of professional development and/or academic instruction has been formally agreed upon by the teacher and evaluator, subsequent reports shall be based on inspection commencing not less than two (2) months nor more than six (6) months after the program has been completed and the teacher returned to duty. Such reports shall be written and filed within two (2) weeks of the conclusion of the inspection process. In such circumstances, the time frame in Article 21.2 above may be amended by agreement. Any such agreement must be in writing and signed by the teacher and the evaluator.

ARTICLE C.22 LIMITED DURATION ASSIGNMENTS

- 22.1 Limited Duration Assignments are contractual assignments limited by a termination date and normally issued where:
 - a. the position is vacant for a limited duration for up to and including one school year;
 - b. the position becomes vacant after the start of a new school year;
 - c. the position is funded for only one school year or less to meet a specific need;
 - d. the position is filled by an employee working under a Letter of Permission.

- 22.2 The Board shall maintain a Service Record List of limited assignment teachers who at the time of the completion of their limited duration contract:
- a. have four (4) or more months of continuous service, or
 - b. have eight (8) or more months of aggregate service.
- 22.3 Re-engagement of Teachers on the Service Record List.
- a. When a teaching position becomes available after the last posting date in Article E.21.1 (Posting and Filling Vacant Positions) and it is not filled from the Recall List, it will be offered to teachers on the Service Record List.
 - b. The position will first be offered to the teacher who has the most aggregate service to the Board among those teachers on the Service Record List and who has the necessary qualifications as defined in Article C.23.2.a.
 - c. If that teacher declines the offer, the position shall be offered to the teacher on the Service Record List with the next greatest aggregate service and the necessary qualifications, and the process shall be repeated until the position is filled.
 - d. A teacher who is offered re-engagement pursuant to this article shall inform the Board whether or not the offer is accepted within two (2) working days of the receipt of such offer.
 - e. Teachers on the Service Record List shall indicate to the Board their preferences for re-engagement as to geographic area and FTE.
 - f. The teacher's right to re-engagement under this article is lost if:
 - i. the teacher refuses to accept two (2) positions for which the teacher possesses the necessary qualifications within a three year (36 month) timeframe;
 - ii. twenty-seven (27) months elapse from the date of the termination of their last contract with the Board.
 - g. The fact that a teacher indicates an unwillingness to relocate or to accept a position that does not conform to the teacher's indicated preferences shall not constitute a "refusal" as described above.
 - h. When multiple Limited Duration Assignments are vacant at the same time, teachers who are qualified for more than one of the vacant assignments may be offered a choice of two assignments, with no refusal being recorded for the assignment they did not choose.

- 22.4 A teacher on the Service Record List is responsible for keeping the Human Resources Department informed of changes of name, address and telephone number.
- 22.5 The Board shall provide to the Association a copy of the Service Record list on the following dates: July 15th, October 15th, February 15th, and April 15th.

ARTICLE C.23 LAYOFF, RECALL AND SEVERANCE

23.1 When the Board finds it necessary to terminate the appointment of continuing assignment teachers for reasons other than those specified in Section 15 and Section 92 of the School Act, such termination shall be in accordance with the provisions of this agreement, effective at the end of the school term in which this notice of termination is given. The requirement with respect to the effective date of termination does not apply to teachers employed in the Center for Learning Alternatives or in the English as a Second Language Program in Continuing Education.

23.2 Definition of Qualifications

- a. In this Agreement, "necessary qualifications" as it applies to a particular position means that the teacher possesses:
- i. certification
 - ii. relevant education
 - iii. relevant pre- and in-service training
 - iv. relevant teaching and/or work experience
 - v. evidence of the successful application of instructional skills
 - vi. evidence of ability to perform the duties of the position in a satisfactory manner
- b. Should a teacher wish to appeal a decision of the Board with respect to having the necessary qualifications for a particular teaching position, the appeal procedure shall be as stated in Article A.6.4.

23.3 Security of Employment Based on Seniority and Qualifications

- a. When the Board determines that it is necessary to reduce the total number of teachers employed, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications as defined in this article.
- b. The Board shall give each teacher it intends to terminate pursuant to Article C.23 a minimum of thirty (30) calendar days' notice in writing. The Board shall concurrently forward a copy of such notice to the Association.

Such notice is to be effective at the end of December, or the end of January for semestered schools, or the end of June. Information on positions held by less senior teachers shall be available to teachers in receipt of termination notices and the Association through the Human Resources Department. This clause shall not apply in the case of teachers assigned to the Center for Learning Alternatives or to the English As A Second Language Program in Continuing Education who can be terminated at any time upon a minimum of thirty (30) calendar days notice in writing.

23.4 The Board shall maintain a Recall List of teachers terminated pursuant to this agreement.

23.5 Teacher's Right of Re-engagement

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement except Article C.23.5.d below, first offer re-engagement to the teacher on the Recall List who has the most seniority among those terminated pursuant to this Agreement, provided 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 the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have right of re-engagement pursuant to this Article.
- b. A teacher who is offered re-engagement pursuant to this article shall inform the Board whether or not the offer is accepted within two (2) working days of the receipt of such offer.
- c. The Board shall allow ten (10) calendar days from acceptance of an offer for the teacher to commence teaching duties; the Board and the teacher may mutually agree to extend this time limit. The Board may employ a Teacher Teaching on Call for the position until the teacher accepting the position is available.
- d. A teacher's right to re-engagement under this article is lost if:
 - i. the teacher elects to receive severance pay under Article C.23.8 (Severance Pay); or
 - ii. the teacher refuses to accept two (2) equivalent positions for which the teacher possesses the necessary qualifications; or
 - iii. twenty-seven (27) months elapse from the date of termination under this Agreement and the teacher has not been re-engaged.

- e. A teacher on the Recall List is responsible for keeping the Human Resources Department informed of changes of name, address and telephone number.
- f. The Board may employ teachers on the Recall List in limited duration assignments without jeopardizing the teacher's right to recall otherwise contained in this article.
- g. Teachers who have retained their right to re-engagement will indicate to the Human Resources Department their willingness to relocate to specific geographic areas within the District or to accept work positions of lesser FTE. Changes to such indications may be made at any time by teachers notifying the Human Resources Department either in person or by registered letter. The fact that a teacher indicates an unwillingness to relocate or to accept other than full time positions shall not constitute a "refusal" as described in Article C.23.5.d.ii. For the purposes of this Agreement, the geographic areas are defined as:
 - i. Prince George, including Hixon, and Giscome
 - ii. Mackenzie
 - iii. McBride
 - iv. Valemount
- h. A teacher within the Prince George geographic area (defined in Article C.23.5.g.i) who chooses not to relocate to Hixon and/or Giscome will not have that choice count as a refusal (Article C.23.d.d.ii). A teacher who has refused an assignment to Giscome/Hixon, but retains the right to re-engagement in the Prince George geographic area (defined in Article C.23.5.g.i), shall not be entitled to severance pay (Article C.23.8)
- i. A teacher who is on the Recall List and who accepts a position of lesser FTE than that held at the time of termination may elect to remain on the Recall List for a maximum of twenty-seven (27) months from the date of termination but may exercise recall rights only at the end of the school year.

23.6 A teacher re-engaged pursuant to Article C.23.5.g shall be entitled to retain all sick leave credit accumulated at the date of termination.

23.7 For teachers terminated after more than one year of continuous employment, the Board agrees to maintain its share of benefit premiums as provided in Article B.11 for an initial period of three (3) months following the date of termination for each teacher, if otherwise eligible, who retains rights of re-engagement pursuant to this article. A teacher, while retaining rights of re-engagement beyond the initial three (3) month period, shall be entitled, if otherwise eligible, to maintain

participation in all benefits as provided in Article B.11 by payment in advance of the full costs of such benefits to the Board, subject to the approval of the benefit carriers and provided that the teacher is not otherwise employed.

23.8 Severance Pay

- a. A continuing assignment teacher employed for one or more years on a continuing assignment and who is terminated, save and except a teacher who is terminated or dismissed pursuant to Section 15 and Section 92 of the School Act may elect to receive severance pay at any time before the teacher's right to re-engagement pursuant to Article C.23.5.g is lost.
- b. Severance pay shall be calculated at the rate of 5% of one year's salary for each year (ten months) of service to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.
- c. For the purposes of this article:
 - i. "a maximum of one year's salary" shall mean the terminated teacher's current monthly rate of pay as per Article B.1, including allowances received pursuant to Articles B.24, B.25, B.26, and B.27.2 of this Agreement, at the date of termination, multiplied by ten (10); and
 - ii. "each year (10 months) of service" shall mean the total number of continuous months of paid service prior to termination, pro-rated for part-time teaching, divided by ten (10); and
 - iii. "teacher's salary at the time of the teacher's termination" shall mean the terminated teacher's current monthly rate of pay as per Article B.1 including allowances received pursuant to Articles B.24, B.25, B.26, and B.27 of this Agreement, at the date of termination, multiplied by ten (10).
- d. A teacher who receives severance pay pursuant to this article and who, notwithstanding Article C.23.5.g, is subsequently re-engaged by the Board, shall retain any payment made under the terms of this article and in such case, for the purposes of this article, the calculation of years of service shall commence with the date of such re-engagement.

SECTION D WORKING CONDITIONS

ARTICLE D.1 CLASS SIZE AND TEACHER WORKLOAD

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

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

1.1 Each school shall develop a process which will ensure that decisions with respect to staff workload assignment will be made by the principal following a process of consultation between the principal and the staff of the school.

1.2 Class size maximums shall be as follows:

<u>Year Level</u>	<u>Number of Students</u>
Grades 4, 5, 6 and 7	29
Grades 8-12	30

[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.]

1.3 It is recognized that more than one grade in each class is an organizational reality in schools, in keeping with the philosophy of the new programs. Schools that organize multi-age groups shall ensure that the planning of such classes considers such factors as:

- a. the need to take extra care in student placements to support, the philosophical perspectives of the Primary, Intermediate and Graduation Programs;
- b. the opportunity for platooning for certain aspects of the program and cooperative planning with other teachers;
- c. the investigation of offering some instruction through a cycles and/or long term planning approach;

- d. the deployment of additional support personnel to assist with multi-age groups;
 - e. the development of a total school organization plan that establishes the size of multi-age groups below the class size maximum of the junior program year and below that of single program year levels of the classes in that particular school.
- 1.4 It is recognized that in extraordinary circumstances class sizes may exceed the class size maximums. Circumstances where this may occur include:
- a. where the teacher has requested a larger group to fulfill a particular educational or organizational purpose (eg. band, performing arts, certain physical education activities);
 - b. where a provisional placement has been made pending assessments and meetings as described in Article D.2 Placement/Inclusion of Students.
- 1.5 The Association will be informed of all instances in which class sizes exceed the maximums.
- 1.6 The Board will provide the Association with copies of the District Monthly Enrolment Report and Form 2005 or its equivalent for each school. Such information will be provided as expeditiously as possible.
- 1.7 The Board will monitor elementary and secondary class sizes and, upon request, shall provide information on class sizes to the Association.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language

- 2.1 This article will apply to the placement of and provision of resources for any student who, in the opinion of the teacher, significantly has affected or will affect classroom management, routines, or instruction.
- 2.2 The purpose of this article is to outline the process which will facilitate a quality education programme for all students by providing the most appropriate classroom placement in the school and by identifying and providing the appropriate type and level of resources to support the students and teachers concerned.

- 2.3 Where a student identified in Article D.2.1 is to be newly enrolled in the school, the principal shall, before placing the student in a regular classroom, convene a meeting of classroom teachers who may potentially enroll the student. The principal may also invite other teachers and staff members who may be significantly affected by the placement. This meeting will consider class sizes in the school, class composition, physical facilities, existing support systems within the school and the opinions and preferences of the teachers in determining which teacher(s) will enroll the student and be responsible for the provision of the educational programme.
- 2.4 In unusual circumstances, a provisional placement may be made to prevent undue delay of student reception at the school. This provisional placement will allow time for the meetings and assessments as identified in Articles D.2.3, D.2.5, D.2.6 and D.2.7 to be scheduled and to occur as soon as possible. Additional resources may be provided to the school during the provisional placement.
- 2.5 Upon the request of the enrolling teacher(s) identified in Article D.2.3, additional assessment of the student's needs and abilities shall be undertaken by the school before the student's placement is completed.
- 2.6 Upon the request of the teacher(s) identified in D.2.3, the principal shall, before the placement of the student in a particular class is completed, convene an advisory meeting to plan for the inclusion of the student. This meeting may include participation by some or all of the following:
- parent(s)/guardian(s)
 - school-based support personnel
 - former teachers of the student
 - Area Support Team member(s)
 - other involved professionals (as appropriate)
 - Special Education Department staff
- 2.7 The purpose of the advisory meeting in D.2.6 is to advise the principal and staff about possible educational programmes and resources that may be utilized to support the student in the classroom and school and to inform the teacher(s) enrolling the student of the level of funding and other resources available. Such resources may be used to provide for:
- additional teacher support
 - teacher assistant time
 - consultation time
 - preparation time
 - materials support
 - health and safety considerations
 - modifications to facilities
 - reductions to class size
 - modifications to class compositions

- 2.8 Following the advisory meeting described in D.2.6 and D.2.7, the teacher(s) and the principal will determine the educational programme of the student.
- 2.9 Where a student identified in D.2.1 is already enrolled in the school and, in the opinion of the teacher, has significantly affected or may significantly affect classroom management, routines, or instruction, the principal shall, before convening a meeting as described in D.2.3, convene the advisory meeting described in D.2.6 and D.2.7 in order to determine the nature of the student's needs, the available resources to meet these needs, the level of inclusion and the appropriateness of the classroom placement.
- 2.10 Upon the request of the teacher(s), the principal shall reconvene the advisory meeting described in D.2.6 and D.2.7 to evaluate the programme, assess the effect of the programme on the rest of the class, reassess the level or type of support, or to seek advice or additional resources.
- 2.11 The principal will meet on a regular basis with the teacher(s) directly involved with students placed or included under this article to confirm that the resources and arrangements for the student are appropriate.
- 2.12 Release time may be provided for teachers involved in meetings described in D.2.6 and D.2.7 above.
- 2.13 The following processes will constitute the Dispute Resolution procedures for this article.
- a. Step One - If the teacher is not satisfied with the resources provided, how the resources are allocated, the nature of the educational programme of the student, or any other issue of concern to the teacher, and those concerns are not resolved in D.2.10 or D.2.11 above, a meeting shall be convened to address these concerns. This meeting will include participation by the teacher(s) of the student, the principal, a representative of the Association, and any participant(s) of the advisory meeting in D.2.6 that the teacher feels is appropriate. An Assistant Superintendent and/or a Special Education Department staff member may also attend this meeting.
 - b. Step Two - If the teacher's concerns are not resolved at the above meeting, or if the teacher is not satisfied with the implementation of the recommendations of the above meeting, the teacher may take the disagreement to the Dispute Resolution Committee for further discussion. The Dispute Resolution Committee will forward recommendations to the Board whose decisions on the matter will be final and binding.
- 2.14 For the purpose of this article, the term "principal" shall refer to the principal of the school or any other Administrative Officer as designated by the principal of the school.

ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:593 students	Agreement in Committee (1998)
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:404 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:266 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:44.4 ESL/ELL students	Former LOU No. 5 (2000)

ARTICLE D.4 PREPARATION TIME

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

[Local Provisions]

- 4.4 Secondary Schools
 - a. Each secondary school teacher will receive a minimum of one teaching block, with a minimum of 10 per cent of instructional time for use as a preparation period.

4.5 Elementary Schools

- a. Each elementary school teacher will receive, on average, a minimum of ninety (90) minutes of instructional time per week for use as a preparation period. (One hundred (100) minutes effective September 17, 2014 and one hundred ten (110) minutes effective June 30, 2019.)
- b. Preparation time shall be scheduled in blocks of no less than 30 minutes duration, unless mutually agreed to by the teacher and the principal.

4.6 Middle Schools

- a. Each middle school teacher will receive, on average, a minimum of 12.5 percent of instructional time for use as preparation/collaboration time, of which collaboration time will not exceed 6 percent.

4.7 Part-time Teachers

- a. Preparation time will be available to part-time teachers with a .5 or greater teaching assignment on a pro rata basis.

4.8 It is understood that all preparation time will be taken during normal instructional hours.

ARTICLE D.5 MIDDLE SCHOOLS

[Clauses D.5.1 thru D.5.5 do not apply in School District No. 57 (Prince George). Refer to Article D.4 Preparation Time and D.26 Instructional Time.]

- 5.6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

ARTICLE D.6 ALTERNATE SCHOOL CALENDAR

- 6.1. 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*.
- 6.2. 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.

- 6.3. 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.
- 6.4. 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.
- 6.5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
- 6.6. 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.
- 6.7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - d. The hearing shall commence within a further ten (10) working days; and
 - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
- 6.8. 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 REGULAR WORK YEAR FOR TEACHERS

- 20.1 The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year.
- 20.2 The regular work year for employees covered by this agreement shall be annually determined by the Standard School Calendar published by the Ministry of Education (See Appendix A), and shall include the specified number of days of instruction, the maximum number of non-instructional days and the year end administrative day.
- 20.3 Classroom teachers enrolling students in Grades 1 to 3 shall be granted one (1) day free from teaching duties for purposes of preparation of progress reports for each of the three formal reporting periods (pro-rated for part-time teachers).
- 20.4 Classroom teachers enrolling students in Grades 4 to 7 shall be granted one (1) day free from teaching duties during the school year (pro-rated for part-time teachers) for the purposes of addressing the assessment, evaluation and communication expectations of the new Intermediate program.
- 20.5 Any work performed by employees covered by this agreement beyond the teacher's regular work year shall be voluntary.
- 20.6 Subject to the mutual agreement of the employee and the principal concerned, counsellors may work some days outside the regular work year. Counsellors who do so will receive equivalent time off during their regular work year. Alternately, counsellors may elect to be paid 1/200 of their established annual salary for each day of work assigned and performed outside their regular work year. Such election is to be made in writing prior to the work being done.
- 20.7 In special circumstances initiated and authorized in writing by the Superintendent or an Assistant Superintendent, a teacher may be asked to perform work outside the teacher's regular work year. If the teacher agrees to perform such work, the principal and the teacher will mutually agree on the scheduling of the work. The teacher will decide whether to be paid at 1/200 of their established annual salary for each day worked or to receive equivalent time off during the regular work year. Such election is to be made in writing prior to the work being done.
- 20.8 Teachers in 12-month programs will take vacation time at the equivalent rate of a teacher in a regular 10-month facility. Vacation scheduling will be coordinated by the teacher and the appropriate principal or principal/manager and will take into account teacher preferences and the instructional needs of the facility.

ARTICLE D.21 EXTRA-CURRICULAR ACTIVITIES

- 21.1 In this agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
- 21.2 The Board agrees that all teachers sponsoring extra-curricular activities do so on a voluntary basis.
- 21.3 The Board agrees to indemnify teachers voluntarily involved in Board authorized extra-curricular activities against a claim for damages against the teacher arising out of the teacher's lawful performance of these activities.

ARTICLE D.22 SUPERVISION TIME

- 22.1 Each teacher shall not be assigned more than an average of thirty (30) minutes of supervision per week, pro-rated for part-time teachers.
- 22.2 Each teacher shall receive a minimum of thirty (30) consecutive minutes lunch break per day.
- 22.3 No teacher shall be required to perform routine or scheduled supervision duties during the school's noon intermission.
- 22.4 Supervision schedules should be reviewed on a bi-monthly basis to ensure effectiveness with regard to teacher preferences and the deployment of supervisory assistants.

ARTICLE D.23 AVAILABILITY OF TEACHERS TEACHING ON CALL

- 23.1 Teachers, except teachers teaching on call and those teachers whose assignment is that of permanent teacher teaching on call shall not regularly be required:
- a. to perform the tuition or instructional duties of a teacher who is absent;
 - b. to supervise the students of a teacher who is absent except in emergency situations.
- 23.2 A teacher teaching on call will be engaged in the event of the absence of a teacher due to illness, approved leave or unavoidable circumstances except in those situations and for those positions where the principal and teacher have mutually agreed at the start of the school year (or thereafter for changed circumstances) that a teacher teaching on call should not be engaged. The continuity of the educational program shall be the main determinant of whether a teacher teaching on call is to be engaged.

ARTICLE D.24 HEALTH AND SAFETY

- 24.1 The parties agree to adhere to the principles of *WorkSafeBC* Industrial Health and Safety Regulations, including the Workplace Hazardous Materials Information System (WHMIS) program.
- 24.2 Teachers shall not be called on to administer medication or perform routine medical procedures to students on a regular or predictable basis.
- 24.3 The Board shall provide some reimbursement to a teacher who is required by *WorkSafeBC* to wear safety footwear. Such reimbursement shall be up to a maximum of \$50.00 per school year.

ARTICLE D.25 HEALTH AND SAFETY COMMITTEE

- 25.1 Each school shall have a Joint Health and Safety Committee in accordance with the BC Workers Compensation Act.
- 25.2 In no case shall the employer's representatives outnumber those of the teachers.
- 25.3 Function
- a. The Health and Safety Committee shall assist in creating a safe and healthful place of work and learning.
- 25.4 Detailed Duties
- a. The committee shall perform the duties and functions in relation to the workplace as specified in the BC Workers Compensation Act and all related regulations.
 - b. The committee shall assist with the provision of health services as outlined in the School Act.
 - c. The committee shall recommend measures to assist attainment of compliance with the School Act and the BC Workers Compensation Act and all related regulations.
 - d. The committee shall hold regular meetings in compliance with the BC Workers Compensation Act and all related regulations for the review of:
 - i. reports of current incidents, their causes and means of prevention;
 - ii. remedial action taken or required by the reports of investigations and inspections;
 - iii. any other matters pertinent to health and safety; and

- iv. record and retain the proceedings of the committee as required by the BC Workers Compensation Act.

ARTICLE D.26 INSTRUCTIONAL TIME

- 26.1 Each full-time elementary teacher's regular weekly assignment shall not exceed 23 hours 45 minutes of instructional time inclusive of preparation time as provided for in Article D.4 except for teachers who enrol only Kindergarten whose regular weekly assignment shall not exceed 24 hours of instruction time inclusive of preparation time.
- 26.2 Each full-time teacher of secondary school, and secondary teachers of the Centre for Learning Alternatives will have a regular weekly assignment not exceeding 25 hours 45 minutes of instructional time inclusive of preparation time as provided for in Article D.4.
- 26.3 Each full-time middle school teacher's regular weekly assignment shall not exceed 25 hours 28 minutes of instructional time, inclusive of preparation time as provided for in Article D.4.
- 26.4 Each part-time teacher's regular weekly assignment of instructional time shall be pro rated from the limits outlined in Article D.26.1, D.26.2 and D.26.3 above.
- 26.5 No teacher shall be required to offer instruction beyond an interval of 7.0 consecutive hours inclusive of:
 - a. a regular noon intermission;
 - b. recess;
 - c. homeroom;
 - d. preparation time as provided for in Article D.4; and
 - e. time for students to change classrooms.

ARTICLE D.27 TWELVE MONTH ASSIGNMENT

- 27.1 No positions in the bargaining unit shall be twelve month assignments, except as mutually agreed between the Association and Board.

ARTICLE D.28 BEGINNING TEACHERS

- 28.1 Beginning teachers shall be provided with assistance to help them in their adjustment to teaching.
- 28.2 A beginning teacher is defined as a teacher who has never held a teaching assignment since attainment of a teaching certificate.
- 28.3 The specific assistance shall include, but not be limited to:
- a. Up to two (2) release days (pro-rated for part-time) to be used at the discretion of the beginning teacher during the first ten (10) months of their employment for planning, mentoring, classroom observation, or professional development activities.
 - b. This provision would also be available to a beginning teacher on a limited duration assignment of four (4) months or greater. If the beginning teacher's initial assignment is from one (1) month to three (3) months in duration, one (1) release day will be provided for the purposes listed above. The scheduling and use of the release time is to be in consultation with the Principal.
 - c. Careful consideration of the teaching assignment, taking into account class composition and size, courses assigned, number of preparations (for secondary teachers).
- 28.4 The Board and the Association will jointly investigate an orientation program which would be supportive of beginning teachers. Such an investigation may include a mentoring component.

ARTICLE D.29 HOME EDUCATION

- 29.1 Educational services that may be required for home education students (as defined in the School Act and Regulations) shall be provided by a member of the Association, Principal/Vice-Principal or other appropriate employee of the Board.
- 29.2 The Board shall provide additional teaching staff and resources as appropriate to meet its statutory requirements in respect of home education students.
- 29.3 Home education students, when assigned to a specific teacher, shall constitute a discreet part of that teacher's assignment.

ARTICLE D.30 CENTRAL INTERIOR DISTANCE EDUCATION SCHOOL

30.1 Teachers working as markers for the Central Interior Distance Education School may be employed as mutually agreed between the teacher and the Board and no other contract clause shall have application to such teachers for those duties.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

- 1.1. 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.
- 1.2. 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.
- 1.3 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

2.1. 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.

2.2. 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.

2.3. Resolution Procedure

a. Step 1

- i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.

- ii. Before proceeding to Step 2, the complainant may approach their administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to Article E.2.5 Informal Resolution Outcomes

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.
- iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.3.b.i. The employer may request further particulars from the complainant. Upon the conclusion of such a review, the employer shall:
 - 1.6.1 initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.3.c.iii below, or;
 - 1.6.2 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.

2.4. 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.

2.5 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.

2.6. 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 TRANSFERS

- 20.1 No teacher shall be transferred from their geographic area as defined in Article C.23.5.g without agreement of the teacher, unless:
- a. no vacant position remains in the teacher's geographic area for which they possess the necessary qualifications; and
 - b. the teacher has the least seniority of teachers holding positions for which they are qualified.
- 20.2 In the event that the Board initiates a transfer involving change of geographic area and such transfer is agreed to, reasonable moving and relocation expenses shall be paid by the Board. Three (3) months notice of any such transfer shall be given, unless the teacher agrees to a shorter period. A teacher may refuse such transfer, and elect to be placed on the recall list.
- 20.3 A Board official intending to recommend transfer of a teacher shall contact or meet with the teacher prior to the recommendation being placed before the Board. The nature of the transfer, and the reason(s) for it shall be communicated to the teacher.
- 20.4 The Board may transfer a teacher from one assignment to another by giving at least seven (7) days notice in writing.

- 20.5 Within seven (7) days after receiving the notice the teacher may request, in writing, a meeting with the Board.
- 20.6 The Board shall not proceed with the transfer until after the meeting.
- 20.7 Transfer initiated by the Board shall be completed no later than June 15 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by May 15 in such year.

ARTICLE E.21 POSTING AND FILLING VACANT POSITIONS

- 21.1 When a teaching position is known and confirmed to be vacant for the subsequent entire school year (September 1 to June 30), the position shall be posted through the district's electronic communication system provided that:
 - a. the vacancy is confirmed no later than four (4) days before the end of the regular work year for teachers as defined in Article D.20;
 - b. the position is a full-time or part-time continuing position, or a limited duration assignment of 0.5 or greater;
 - c. all teachers on the Recall List with the necessary qualifications have declined the position; and
 - d. the position is not required for a Teacher or Board initiated transfer (priority reassignment, surplus staff reassignment, special circumstances reassignment or administrative transfer) as per the Board's Teacher Transfer Policy.
- 21.2 Positions identified in Article E.21.1 above may be advertised through the district electronic communication system if the position is known and confirmed to be vacant before May 1.
- 21.3 Positions posted as per Article E.21.1 or E.21.2 above will be offered to new applicants only if no applications are received from internal applicants (continuing assignment teachers or Limited Duration assignment teachers who are eligible for the Service Record List) with the necessary qualifications. Applicants must apply electronically to Human Resources by the closing date specified in the posting.
- 21.4 When a teaching position of more than twenty (20) consecutive working days becomes available after the last posting date identified in Article E.21.1 above, it shall be filled as a Limited Duration assignment. The position will first be offered to teachers on the Recall List as per the process described in Article C.23. If the position is not filled from the Recall List, it will be offered to teachers on the Limited Duration Service Record List who have the necessary qualifications. If

the position is not filled from the Limited Duration Service Record List, it will be offered to new applicants, including Teachers Teaching On Call.

ARTICLE E.22 ASSIGNMENT - IN SCHOOL

- 22.1 A staff meeting shall be held prior to June 30th annually for the purpose of discussing the proposed timetable and staff assignments for the next school year.
- 22.2 A staff meeting shall be held to discuss any proposed reorganization of the school.

ARTICLE E.23 EVALUATION OF TEACHING

- 23.1 Teacher supervision and evaluation processes will be consistent with the Summative Evaluation Process as described in "A Guide For Supervision and Evaluation in School District No. 57 (Prince George) Revised: 1990" for the life of the agreement or a shorter period upon mutual agreement.
- 23.2 A joint committee shall review existing evaluation practices on an on-going basis.
- 23.3 The Board will make a current copy of "A Guide For Supervision and Evaluation in School District No. 57 (Prince George) Revised: 1990" available in the library of each school. In addition, a copy of the guide will be provided to each teacher on whom an evaluative report is about to be written.

ARTICLE E.24 NO DISCRIMINATION

- 24.1 The parties agree to adhere to the principles of the British Columbia Human Rights Act.

ARTICLE E.25 PERSONNEL FILES

- 25.1 There shall be only one personnel file for each teacher, maintained at district offices. When a teacher leaves a school, any file relating to the teacher kept at the school shall be given to the teacher.
- 25.2 After receiving a request from a teacher, the Superintendent, in respect of the district file, or the principal of the school, in respect of any school file, shall forthwith grant access to that teacher's file.
- 25.3 An appropriate school board official shall be present when a teacher reviews their file, and the teacher may be accompanied by an individual of their choosing.

- 25.4 The Board agrees that material in teacher personnel files may be supplemented by submission(s) from the teacher. Teachers shall have the right to place a statement in their file indicating disagreement with and/or rebutting any material contained in the personnel file.
- 25.5 Upon the employee's request, disciplinary documentation involving infractions which have not been repeated for a period of sixty (60) months may be removed from the employee's personnel file provided that the document is not:
- a. part of a formal performance evaluation;
 - b. material to any pending disciplinary action;
 - c. related to an action which compromises the safety or well-being of students; or
 - d. related to professional competency.
- 25.6 Upon the employee's request, Letters of Direction and Letters of Expectation to the employee that are part of the employee's personnel file may be removed if no repeated, similar, or related documentation has been placed in the employee's personnel file for a period of sixty (60) months.
- 25.7 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.
- 25.8 Teachers must promptly receive a copy of any document of a disciplinary nature that is placed in the teacher's school or District personnel file.
- 25.9 No material from the teacher's personnel file may be presented at a meeting or hearing of a disciplinary nature unless a copy of the material was provided to the teacher at the time it was placed in the file, and no material which has been removed from the file pursuant to Article E.25.5 may be presented.
- 25.10 Subject to the teacher's written authorization, the Association President or Vice-President may review a teacher's personnel file.
- 25.11 A teacher, or, subject to the teacher's written authorization, the Association President or Vice-President, may, on request, receive a copy of any document found in the teacher's personnel file.

ARTICLE E.26 FALSELY ACCUSED EMPLOYEE ASSISTANCE

- 26.1 When a teacher remains on the teaching staff of the district after having been accused of child abuse or sexual misconduct in the course of performing their duties with the Board, and if:
- a. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities, and no criminal charges are laid, or
 - b. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, or
 - c. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, and no criminal charges are laid, or
 - d. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, then the teacher shall be entitled to assistance in addition to that provided by the Employee Family Assistance Plan.
- 26.2 The Superintendent of Schools and the President of the Association shall consult with the teacher concerned to ascertain their needs for assistance and then jointly develop and approve a plan of assistance to facilitate the teacher's successful return to teaching duties. Such a plan will consider the leave policies of the district; the financial ability to provide additional counselling from the Employee Family Assistance Plan; the designation of the teacher for priority transfer to another position in the district; and, at the request of the teacher, the provision of factual information to parents and students.

ARTICLE E.27 JOB SHARING

- 27.1 Two teachers employed by the Board may jointly request a job-sharing assignment with respect to a single full-time position. Approval of this request is at the discretion of the principal. Where the request is granted:
- a. Salary, prep time and supervision duties shall be according to the percentage of contract worked by each teacher.
 - b. The principal will review job-sharing assignments annually on March 1st to determine suitability for the next school year. After two years of participation, teachers must either return to work at the level of their original contracts, or reduce their contract to the level of the previous year's employment.

- c. The request must be submitted to the principal of the school, with a copy of the request to the District Principal of Human Resources before March 1st of the preceding year.

ARTICLE E.28 SCHOOL ACT APPEALS

- 28.1 Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and Board By-law of a decision of an employee covered by this agreement, or in connection with or affecting such an employee,
- a. the employee and the association shall immediately be notified of the appeal, and shall be entitled to receive all documents relating;
 - b. the employee shall be entitled to attend any meeting of the Board where the appellant is present and shall have the right to representation by the association; and
 - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
- 28.2 The Board may refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
- 28.3 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.29 BOARD POLICY

- 29.1 The parties recognize that many Board policies, regulations and practices have a direct impact on the conditions under which teachers must carry out their duties. Though the development and implementation of these policies are the responsibility of the Board, for which they are held accountable under the School Act, it is the desire of the Board to obtain meaningful input from teachers, as professionals in such development. Towards this end, the parties agree to the following:
- a. The Board shall not alter existing policies, or introduce new policies, affecting teachers, without first ensuring that the Association has had adequate notice of the Board's intent.
 - i. When possible notice of intent to change or introduce new policies shall be given in written form to the Association not less than sixty (60) days prior to a hearing.

- ii. A joint meeting of Association and Board representatives shall be convened to discuss the proposals as soon as practical after the sixty (60) days notice of intent. In no case shall more than forty (40) days elapse before the meeting is convened.
 - iii. If mutual agreement to the change is not obtained at the meeting in Article E.28.1.a.ii, the Association will be placed on the agenda of the Board meeting at which the proposal is to be considered.
 - iv. A minimum of fourteen (14) calendar days shall be provided for the preparation for the Board Meeting in Article E.28.1.a.iii.
 - v. The time line may be amended by mutual agreement of the Association and the Board.
- 29.2 The same general procedures and guidelines shall apply to policy proposals initiated by the Association.
- 29.3 The Board and the Association will review and identify the policies affected by this understanding. The Board will make a current copy of all the relevant policies available through electronic delivery.
- 29.4 An individual teacher or the Association may appeal the interpretation and/or application of such Board policies by administrative staff of the District.
- 29.5 The appeal process shall be as follows:
- a. The aggrieved teacher shall meet with the principal, the assistant superintendent or someone assigned by them to discuss the issue at hand.
 - b. Should no settlement be reached at this level, the teacher may take the disagreement to the Liaison Committee for further discussion, and the Liaison Committee will forward a recommendation to the Board whose decision on the matter will be final and binding.
- 29.6 While no specific time limits are set for each level of discussion, the parties agree that matters of concern to teachers introduced into this procedure are intended to be resolved at some step of the above procedure or placed before the Board for resolution within thirty (30) days of the commencement of the appeal.
- 29.7 An Association representative may accompany the teacher at any step of the above procedure. An Association representative must accompany the teacher at the levels of meeting with the Liaison Committee and with the Board.
- 29.8 In the case of appeals launched within the central office, the "appropriate director" shall substitute for the "principal".

29.9 All appeals and responses shall be written following the initial discussion with the principal, director or assistant superintendent.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL DEVELOPMENT

- 20.1 Professional development activities are desirable but not required activities undertaken by teachers to develop themselves as professionals. Professional development activities most often involve teaching/learning strategies designed to enhance the learning environment and may take place during or outside of the regular work day or work year. Participation in a personal professional development program is voluntary. However, teachers are encouraged to participate with colleagues at the school, zone and district level in professional development activities that have been planned for their group.
- 20.2 In-service is employer initiated training that is necessary for teachers to fulfill the requirements of their assignment. The employer specifically requests that the teacher attend such training. In-service activities most often relate to curriculum implementation and are content driven. Participation in in-service activities is required only if it is scheduled during the teacher's regular work day and work year. In some circumstances a teacher may request to attend an in-service training session. It is understood that, in this circumstance, attendance is on the basis of the in-service being considered by the teacher as part of the teacher's personal professional development program.
- 20.3 It is recognized that teachers in McBride, Valemount and Mackenzie zones may need some special consideration to access professional development or in-service activities away from their community of residence (eg. some travel/release support, reasonable start and finish times for professional development or in-service sessions, and consideration of winter travel conditions).

ARTICLE F.21 PROFESSIONAL DEVELOPMENT FUND

- 21.1 The Board shall maintain a fund, known as the Professional Development Fund for the purpose of promoting professional development of the teaching staff of the district.
- 21.2 The Board shall place a minimum amount of \$150.00 per F.T.E. into this fund.
- 21.3 The cost of salaries and benefits of employees of the school district shall not be a charge against this fund.
- 21.4 The cost of curriculum implementation shall not be a charge against this fund.
- 21.5 The fund shall be administered by the District Professional Development Steering Committee.

ARTICLE F.22 NON INSTRUCTIONAL DAYS

- 22.1 The maximum number of non-instructional days as provided for in Article D.20 shall be allocated as follows:
- a. one (1) day for the District-wide professional development day;
 - b. the remaining days to be used as mutually agreed between the Principal of each school and the staff of that school subject to the Standard School Calendar Regulations and the relevant Ministerial Order(s).

ARTICLE F.23 CURRICULUM IMPLEMENTATION

- 23.1 The Board shall maintain district curriculum advisory committees which will include teacher representation and will provide advice to the Board on the implementation of new curriculum.
- 23.2 Position vacancies on district curriculum advisory committees shall be advertised and teachers shall be appointed by the Director of School Services following a process of consultation between the Director of School Services and the Association.

ARTICLE F.24 EDUCATIONAL BONUS FOR COURSES

- 24.1 Credit Courses
- a. Teachers shall be eligible for Education Bonuses upon successful completion of university or educational institution courses provided:
 - i. the courses are accepted by the Superintendent of Schools as properly relating to progress towards the teacher's basic professional status (i.e. improving certification) or to the teacher's current or proposed instructional responsibility.
 - ii. the courses to be taken must be approved in advance in writing by the Superintendent of Schools.
 - iii. proof of successful completion is made within one (1) month following official notification from the university or educational institution.
 - b. For university or educational courses completed at any time outside of the community in which the teacher resides, the Board shall pay \$62.50 for each approved credit hour or its equivalent, except as provided in Article F.24.1.c following.

- c. For university or educational courses (including distance education / correspondence courses) completed at any time in the community in which the teacher resides, 50% of the course tuition fee will be reimbursed provided that, upon request, a course tuition receipt or other proof of course tuition payment is submitted.
- d. A bonus shall be payable in a lump sum upon production of proof of such credits.

24.2 Non-Credit Courses

- a. Subject to the prior approval of the Superintendent of Schools, the Board shall make a payment towards the expenses of any teacher attending short courses, workshops, conferences and seminars during time outside of the teacher's regular work year on the following basis:
 - i. the short course, workshop, conference or seminar relates to the teacher's current or proposed instructional responsibilities.
 - ii. when attendance does not require the teacher to live away from the teacher's normal School District No. 57 residence, the registration fee of the course will be reimbursed provided that a fee receipt and a certificate of attendance is submitted.
 - iii. when attendance requires the teacher to live away from the teacher's normal School District No. 57 residence and provided that a fee receipt and certificate of attendance is provided, reimbursement will be:
 - 1. a minimum of \$200.00 for the first week or part thereof;
 - 2. a minimum of \$150.00 for each additional week or part thereof.

The amount shall not exceed the actual expenses incurred.

- b. Subject to the prior approval of the Superintendent of Schools, a teacher will be reimbursed up to 50% of the registration fee (up to a maximum of \$250 total reimbursement) for attendance at local non-credit courses, workshops and seminars related to the teacher's current or proposed instructional responsibilities taken during the teacher's regular work year provided that a fee receipt and a certificate of attendance is submitted.

24.3 Payment of Bonuses To Non-Active Teachers

- a. In the payment of Educational Bonuses (credit and non-credit) under this article, it is assumed that the teacher is actively at work. In cases where the teacher is not actively at work (continuing assignment teachers on

leave and teachers on the Service Record List as per Article C.22.2), Education Bonuses (credit and non-credit) will not be payable until the teacher has returned to active duty at which time payment will be made in accordance with the provisions of this article.

24.4 Resignation/Loss of Right To Re-Engagement During School Year

- a. If the teacher resigns from their position during the school year or is removed from the Service Record List through loss of right to re-engagement as per Article C.22.3.f, the Educational Bonus (credit or non-credit) provided during that school year may be deducted from the final pay on a pro rata basis.

ARTICLE F.25 PROFESSIONAL AUTONOMY

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

25.2 Professional autonomy does not infringe upon the Board's right to complete the evaluation of its teachers in accordance with the provisions of the Agreement.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

- 1.1. 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.
- 1.2. 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.
- 1.3 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 Article G.20 Sick Leave, for sick leave use and accrual]

ARTICLE G.2 COMPASSIONATE CARE LEAVE

- 2.1 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.
- 2.2 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.
- 2.3 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 two (2) weeks 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.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. Seniority shall continue to accrue during the period of the compassionate care leave.

- 2.8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

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

ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES

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

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

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

ARTICLE G.4 BEREAVEMENT LEAVE

- 4.1. 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.
- 4.2. 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.

- 4.3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “family member” means:
- a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee’s aunt or uncle, niece or nephew, current or former foster parent, 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.
- 4.4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

- 5.1. 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.
- 5.2. The leave will be in addition to any paid discretionary leave provided in local provisions.
- 5.3. The combination of this provision with any other same provision shall not exceed three (3) days.

Note: See also Article G.29 Discretionary Leave.

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

- 6.1. b. 'Full employ' means the employer will continue to pay the full salary, benefits, pensions contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.

[NOTE: G.6.1.b applies for the purpose of Article A.10 only. G.6.1.a and G.6.2 – G.6.8 do not apply in SD 57 (Prince George).]

Elected union officer release

- 6.9. Such leaves will be granted upon request.
- 6.10. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

President's and Vice-President's Release

- 6.11 The Board will continue to pay the president and the vice-president their salary and to provide benefits as specified in the agreement. The Association will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement. Pension contributions for the president and the vice-president shall be paid by the Association unless provided for by the Ministry of Education through its funding for the District.
- 6.12 For purposes of pensionable service, experience, sick leave and seniority, the president and the vice-president shall be deemed to be in the full employ of the Board. The president and the vice-president shall inform the Board of the number of days or partial days, if any, that they were absent from presidential duties due

to illness. Such days or part days shall be deducted from the president's or the vice-president's accumulated sick leave credits as appropriate.

- 6.13 In the event that the president or the vice-president is unable for reasons of health to fulfill the presidential or the vice-presidential duties, the Board shall provide leave without pay for another Association member to assume the duties of the president or the vice-president. Provisions of Articles G.6.11 and G.6.12 above shall apply.

Release Time

- 6.14 An employee covered by this agreement who is a member of a committee or task force of either the local, the BCTF, the CTF, the Teacher Regulation Branch or appointed an official representative or delegate of the local or the BCTF, or who is an Association staff representative, shall be entitled to release time without loss of pay from instructional duties to carry out the duties involved. Such release from duties shall be granted without loss of pay and shall be granted subject only to the Board being reimbursed for the cost of the teacher teaching on call.

6.15 Negotiations

- a. The Board shall grant leave of absence with pay to employees who are representatives of the Association required to carry on negotiations with the Board. The maximum number of these representatives shall be five (5). [Note: this does not apply to teachers granted leave under G.6.9.]
- b. The cost of the teacher teaching on call shall be borne by the Board.

- 6.16 In the event that an employee covered by this agreement is appointed on a term contract of employment to the administrative staff of the BCTF, or secondment to the Federation, leave of absence without pay shall be granted for the duration of those duties. For purposes of pension, experience, sick leave and seniority the employee shall be deemed to be in the full employ of the Board. In such case the employee shall be entitled, on written notice at least one month prior to the commencement of a school term, to return to employment with the Board effective the commencement of that term, and shall be entitled to an assignment comparable to that previously held.

- 6.17 Where teacher representatives are requested by the Board to meet on union-management matters, they shall suffer no loss of pay for time so spent.

- 6.18 An employee released under Article G.6.9 who is not eligible to be paid in accordance with Article G.6.11 shall receive G.6.9 leave without loss of pay subject only to the Board being reimbursed for the cost of the teacher teaching on call.

ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS

- 7.1. 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.
- 7.2. Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.
- 7.3. Time spent conducting union business will not be considered a break in service with respect to payment on scale.
- 7.4. 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

- 9.1 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).
- 9.2 Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
- 9.3 The vacated teaching position will be posted as a temporary position during this period.
- 9.4 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).

9.5 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

9.6 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 SICK LEAVE

- 20.1 The Board shall allow teachers absent from duty for reason of illness, provided they have presented a doctor's certificate (if requested), full pay to the extent of their accumulated sick leave credits. Sick leave credits will continue to accrue at the rate of 1.5 days per month taught.
- 20.2 Upon appointment to a first continuing contract in School District No. 57, the Board will advance two (2) years of sick leave, pro-rated for late appointment and pro-rated to the full-time equivalent of the contract (in addition to any sick leave credited in Article G.1).
- 20.3 Late appointment shall mean an appointment subsequent to August 1 for 12-month appointments and September 15 for 10-month appointments.

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

ARTICLE G.21 EXTENDED SICK LEAVE

- 21.1 The Board shall, upon application, grant a teacher extended sick leave.
- 21.2 Extended Sick Leave commences when a teacher's accumulated sick leave has expired. Prior to the expiration of accumulated sick leave it is the responsibility of the teacher to either indicate the intention to return to work or to apply for Extended Sick Leave. The Human Resources Department will notify in writing teachers whose accumulated sick leave has expired.
- 21.3 Extended Sick Leave is defined as leave without pay for medical reasons and will not accrue time towards teaching experience.
- 21.4 Application for Extended Sick Leave must be accompanied by a medical practitioner's certificate supporting the application. The Board reserves the right to refer a teacher applying for Extended Sick Leave to the Board's Medical Officer.
- 21.5 A teacher who is receiving benefits from the Salary Indemnity Plan, the Salary Continuance Plan or from Workers' Compensation will be granted Extended Sick Leave for the time in which the teacher receives benefits.

- 21.6 Upon the determination of ineligibility for the Salary Indemnity Plan, the Salary Continuance Plan or Workers' Compensation, it is the responsibility of the teacher to either return to work or to apply for a further Extended Sick Leave. Such further extensions of sick leave are granted for stated periods of time.
- 21.7 Upon resumption of duties following Extended Sick Leave the teacher will be assigned either to the same position or an equivalent position in the same geographic area as defined in Article C.23.5.g. Where the Extended Sick Leave is of relatively short duration every consideration will be given to assigning the teacher to the same position. Prior to the resumption of duties the Board reserves the right to refer a teacher to the District Medical Officer.
- 21.8 In the case where a medical practitioner's certificate indicates ability to return to work, a teacher granted Extended Sick Leave may, subject to the availability of a suitable position, return to duty earlier than provided in the agreed leave.

ARTICLE G.22 MATERNITY LEAVE

- 22.1 Maternity Leave shall be granted as per terms of the Employment Standards Act. Where the commencement of such leave would take place during the first two months of the school term or semester, the teacher is encouraged to request a leave commencing at the beginning of the school term or semester to minimize disruption of the instructional program at the critical initial stages of the year/term/semester.
- 22.2 At least two (2) weeks prior to the expiration date of the Maternity leave in Article G.22.1 above, the teacher may apply for Extended Maternity Leave. Extended Maternity Leave (exclusive of any Parental Leave granted as per Article G.26) shall be granted without pay for a period of up to eighteen (18) months provided that the termination of the extended leave coincides with one of the following breaks in the school year: school opening; the end of the calendar year; semester beginning; or the end of Spring Break. The teacher on Extended Maternity Leave may elect to continue benefits under Article B.11 at no cost to the Board. Extended Maternity Leave will not accrue time towards teaching experience.
- 22.3 Upon resumption of duties following Extended Maternity Leave, the teacher will be assigned either to the same position or an equivalent position in the same geographic areas as are defined in Article C.23.5.g.
- 22.4 Prior to the termination of the Extended Maternity Leave, the Board shall offer the teacher a suitable position.
- 22.5 In the case of a terminated pregnancy or other special situation, a teacher granted Extended Maternity leave may, subject to the availability of a suitable position, return to duty earlier than provided in the agreed leave.

22.6 Supplemental Employment Benefits (SEB) Plan

- a. The Board agrees to maintain the Supplementary Employment Benefits (SEB) Plan approved by Employment and Immigration Canada dated June 21, 1991.
- b. The Board shall pay to eligible employees:
 - i. ninety-five (95) per cent of the teacher's current salary for the first two (2) weeks of the Maternity Leave; and
 - ii. the difference between sixty (60) per cent of the teacher's current salary and the amount of the EI maternity benefits received by the teacher for a further fifteen (15) weeks.
- c. An "eligible employee" means a teacher covered by this agreement who is actively employed on a half-time or greater basis and who is eligible to receive EI maternity benefits.
- d. Benefits will only be payable under this plan during the regular work year for teachers as defined in Article D.20.
- e. The Board shall provide a copy of the "Supplemental Employment Benefits (SEB) Plan - Teachers" in the library of each school.

ARTICLE G.23 PARENTHOOD LEAVE

- 23.1 Parenthood Leave may be requested only once in every five (5) years, except in a crisis situation, should a parent feel it to be necessary to stay at home with a dependent child.
- 23.2 Both male and female teachers shall be eligible for Parenthood Leave, but it may be granted to only one parent at a time in instances where both are employed by the Board. Notice is required, in writing, six (6) months prior to commencement of the leave. Less than six (6) months' notice may be considered in a crisis situation.
- 23.3 The length of this leave shall not exceed twelve (12) months.
- 23.4 Such leave is without pay and will not accrue time towards teaching experience.
- 23.5 Teachers granted Parenthood Leave shall return to employment at one of the following breaks in the school year: school opening; the end of the calendar year; semester beginning; or the end of Spring Break, and shall advise the Board of their intentions at least four (4) months prior to their intended return date.

- 23.6 Upon resumption of duties following Parenthood Leave, the teacher will be assigned either to the same position or an equivalent position in the same geographic area as defined in Article C.23.5.g.
- 23.7 Prior to the termination of the Parenthood Leave, the Board shall offer the teacher a suitable position.

ARTICLE G.24 ADOPTION LEAVE

- 24.1 A teacher shall be granted a leave of absence with full salary for travelling time involved, plus one day, up to a total of three (3) days on the occasion of their adoption of a child, other than the spouse's offspring.
- 24.2 In single parent adoption, an extended leave of six (6) weeks may be granted, without pay, to the adopting parent, for the purposes of family establishment.

ARTICLE G.25 PATERNITY LEAVE

- 25.1 On the birth of a child, the teacher may apply for and shall be granted paternity leave with pay up to a maximum of two (2) days.

ARTICLE G.26 PARENTAL LEAVE

- 26.1 Parental leave (inclusive of adoption leave) shall be granted as per terms of the Employment Standards Act. Parental leave shall be without pay. Where the commencement of such leave takes place during the first two months of the school term or semester, the teacher is encouraged to request a leave commencing at the beginning of the school term or semester to minimize disruption of the instructional program at the critical initial stages of the year/term/semester.

ARTICLE G.27 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS

- 27.1 The Board shall grant leave of absence with pay to any employee summoned for jury duty or subpoenaed to appear at any legal proceedings provided that the employee is not a party in the legal proceedings. An employee on such leave shall pay over to the Board only such sums received for jury duty or witness fees.
- 27.2 Where an employee is required by the Board to attend proceedings in connection with the interpretation or application of this agreement, the Board shall grant leave with pay.

27.3 Where the private affairs of an employee have otherwise occasioned an appearance in legal proceedings, a leave of absence without pay shall be granted by the Board.

ARTICLE G.28 EDUCATIONAL LEAVE

28.1 The Board may grant educational leave without pay to teachers with a minimum of three (3) years continuous service in the district.

ARTICLE G.29 DISCRETIONARY LEAVE

29.1 The Board shall, upon application, grant a teacher discretionary leave, with pay, up to a maximum of one (1) day per school year.

29.2 Part-time teachers shall take the discretionary leave on a scheduled work day during the school year.

29.3 Limited duration assignment teachers who work less than five months in the same assignment are not eligible for discretionary leave.

[See also Article G.5 *Unpaid Discretionary Leave*.]

ARTICLE G.30 GENERAL LEAVE

30.1 The Board may grant other leaves of absence without pay to employees for good and sufficient cause. Any request for consideration under this clause must be submitted in writing to the appropriate Principal, Director or Assistant Superintendent.

ARTICLE G.31 SELF-FUNDED LEAVE PLAN

31.1 Subject to the rules of compliance of regulations under the Income Tax Act, the Board and the Association shall maintain a Self-Funded Leave Plan.

31.2 Representatives of the Board and the Association shall administer the Self-Funded Leave Plan.

31.3 The Board agrees to maintain the plan in existence July 1, 1990, and that changes to the plan will occur only with the consent of both parties.

31.4 Copies of the Self-Funded Leave Plan shall be available from the Board or the Association upon request.

**SECTION H PROVINCIAL LETTERS OF UNDERSTANDING/INTENT
LETTER OF UNDERSTANDING NO. 1**

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Designation of Provincial and Local Matters

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

b. Agreements on provincial matters shall be ratified by the provincial parties.

6. Effective date of local matters items:

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

Signed this 8th day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

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

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

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

January 22, 2021 - Provincial Matters

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

Appendix 2 – Local Matters
Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

January 22, 2021 - Local Matters.

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

"D. Hogg"
Negotiation Team For
British Columbia Teachers' Federation

"K. Halliday"
Negotiation Team For
British Columbia Public School
Employers' Association

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

"K. Halliday"
Chief Negotiator
BC Public School Employers' Association

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’
Association

“R. Worley”

“K. Halliday”

LETTER OF UNDERSTANDING No. 2

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Agreed Understanding of the Term Teacher Teaching on Call

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

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

Signed this 25th day of June, 2012

Original signed by:

Jacquie Griffiths
For BCPSEA

Susan Lambert
For BCTF

LETTER OF UNDERSTANDING No. 3. a

Between

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

And

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

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

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

[Not Applicable in School District No. 57 (Prince George)]

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. 57 (Prince George)]

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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 13th day of June, 2012

Revised: March 26, 2020

Original signed by:

Jacquie Griffiths
For BCPSEA

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
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
Naghatanqued 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

47 - Powell River (only part of district approved)

Texada Elem	Texada Island
Kelly Creek Elem	

49 - Central Coast (Entire District)

50 - Haida Gwaii (Entire District)

51 - Boundary (only part of district approved)

Beaverdell Elementary	Beaverdell
Big White Elementary	Big White
Christina Lake Elementary School	
Dr. DA Perley Elementary School	
Grand Forks Secondary School	Grand Forks
Greenwood Elem	Greenwood
John A Hutton Elementary School	
Midway Elementary	Midway
Boundary Central Secondary	Midway
West Boundary Elem	Rock Creek

52 - Prince Rupert (Entire District)

54 - Bulkley Valley (entire district approved)

57 - Prince George (only part of district approved)

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

59 - Peace River South (Entire District)

60 - Peace River North (Entire District)

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 10 years of adult education can be ported to the corresponding lists.
3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
 - A combined total of up to 20 years of seniority can be ported.
 - No more than 1 year of seniority can be credited for any single school year.
4. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
 - Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
 - No seniority could be ported to the other seniority list.

- For example, teacher A in District A currently has 24 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

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

LETTER OF UNDERSTANDING No. 7

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

Revised with housekeeping March 26, 2020

LETTER OF UNDERSTANDING No. 8

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

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

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

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

intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

Alan Chell
For BCPSEA

March 26, 2020
Date

Teri Mooring
For BCTF

March 26, 2020
Date

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

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

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

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

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

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.

7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
 - a. Vancouver Teachers' Federation [VSTA, VESTA]¹ / SD No. 39 (Vancouver)
 - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
 - c. Vancouver Island West Teachers' Union / SD No. 84 (Vancouver Island West)
8. The local unions representing all members in the school districts in paragraphs 7.a through 7.c may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the collective agreement.

Agreed to on: November 26, 2012

Revised: May 13, 2015

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

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

Appendix A to Letter of Understanding No. 9

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

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

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

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

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

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

Not applicable in SD57 (Prince George)

LETTER OF UNDERSTANDING NO. 11

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experienced earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.

6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.
7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Article C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).
8. Once transferred, the previous local collective agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 31st, written notice from the employee to transfer must be received by the district no later than June 30th of the proceeding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30th of the proceeding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31st, written notice from the employee to transfer must be received by the district no later than November 15th of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15th of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date of LOU 16(c) signed below.

Example:

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

4. Effective August 31, 2015, the previous local collective agreement increment language for temporary/continuing employees would then apply to the 4 months of experience that was transferred.

Original signed by:

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

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

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

This constitutes my written notice under LOU No. 16(c) of the collective agreement that I, _____ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including June 30, _____) to that of the applicable previous local collective agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective August 31, _____.

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

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

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

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

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

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

Teacher Signature

Date Signed

District Receipt Confirmed

Date of Receipt

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

LETTER OF UNDERSTANDING NO. 12

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

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

Schedule "A" of All Restored Collective Agreement Provisions

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

Agreement to be Implemented

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

II. NON-ENROLLING TEACHER STAFFING RATIOS

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

- iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;
 - iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
 - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
- C. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local collective agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).
- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2019 – 2022 BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

III. PROCESS AND ANCILLARY LANGUAGE

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

(Provisions to be identified in Schedule “A” to the Letter of Understanding).

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

A. Kindergarten classes shall not exceed 20 students;

B. Grade 1 classes shall not exceed 22 students;

C. Grade 2 classes shall not exceed 22 students;

D. Grade 3 classes shall not exceed 22 students.

7. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.
8. Where there is a combined primary/intermediate class, an average of the maximum class size of the lowest involved primary grade and the maximum class size of the lowest involved intermediate grade will apply.

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

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

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

13. The Parties agree that paragraphs 14-16 of this agreement establish a provincial approach regarding the efforts that must be made to comply with the class size and composition provisions set out in Schedule “A” to this agreement and the remedies that are available where non-compliance occurs. This provincial approach applies to all School Districts and replaces all restored collective

agreement provisions related to compliance and remedies for class size and composition. For clarity, the restored collective agreement compliance and remedy provisions that are replaced by this provincial approach are identified in Schedule "A" to this Letter of Understanding. The Parties commit to reviewing this provincial approach in the 2022 round of negotiations.

Best Efforts to Be Made to Achieve Compliance

14. School Districts will make best efforts to achieve full compliance with the collective agreement provisions regarding class size and composition. Best efforts shall include:

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

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

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

- School District 10 (Arrow Lakes)
- School District 35 (Langley)
- School District 49 (Central Coast)
- School District 67 (Okanagan-Skaha)
- School District 74 (Gold Trail)

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

Non-Compliance

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

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

Remedies for Non-Compliance

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

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

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

after 21 calendar days from the start of the class. It is recognized that existing “flex factor” language that is set out in the restored collective agreement provisions will continue to apply for the duration of the class.

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Section 53 – Joint Consultation and Adjustment Opportunities

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

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

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

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 14

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

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

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

LETTER OF UNDERSTANDING NO. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Maternity/Pregnancy Supplemental Employment Benefits

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

Discussions will take place prior to June 30, 2020.

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 16

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Early Career Mentorship

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

LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Potential Grievance Resolution

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

SECTION I LOCAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF UNDERSTANDING

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)

AND:

THE PRINCE GEORGE DISTRICT TEACHERS' ASSOCIATION

Re: Recognition of Service Leave

Teachers with a seniority date of ten years (10) or greater shall have access to one unpaid general leave of 2-5 days once each five year period. Access to this leave will be restricted such that no more than 1% of the FTE of the bargaining unit be granted leave at any one time.

Process:

1. Requests for a leave of absence will be emailed to the Director, Human Resources or designate.
2. Requests for a leave of absence will be approved by the Director Human Resources or designate on a first come first served basis.
3. Requests for a Service leave of absence will only be accepted up to one year prior to the first day of the leave.

This letter of understanding will be reviewed prior to June 30, 2010 and may be renewed or modified with the approval of both parties.

Signed this 9th day of July, 2008.

Linda Naess - For the PGDTA Local

Dan Haley - For the School District 57

Elizabeth Eakin - For the PGDTA Local

Carolyn Rowland - For the School District 57

INDEX

ABORIGINAL EMPLOYEES - EMPLOYMENT EQUITY.....	116
ACCESS TO INFORMATION	19
ACCESS TO WORKSITE	19
ADOPTION LEAVE	98
AGREED UNDERSTANDING OF THE TERM TEACHER TEACHING ON CALL.....	113
ALLOWANCES	
SALARY INDEMNITY PLAN.....	31
ALTERNATE SCHOOL CALENDAR	63
ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS	123
ASSIGNMENT - IN SCHOOL.....	77
AVAILABILITY OF TEACHERS ON CALL.....	66
BEGINNING TEACHERS	68
BENEFITS	127, 129
BENEFITS	36
BEREAVEMENT LEAVE	89
BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL PSYCHOLOGISTS' PROFESSIONAL FEES	38
BOARD POLICY	80
BULLETIN BOARDS.....	19
CATEGORY 5+.....	37
CENTRAL INTERIOR DISTANCE EDUCATION SCHOOL	69
CLASS COMPOSITION AND INCLUSION	59
CLASS SIZE AND TEACHER WORKLOAD.....	58
COMMITTEE MEMBERSHIP.....	11
COMPASSIONATE CARE LEAVE	87
COPY OF AGREEMENT	20
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	95
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES LOU.....	148
CURRICULUM IMPLEMENTATION	84
DESIGNATED FIRST AID PERSON	44
DISCIPLINE AND DISMISSAL.....	50
DISCRETIONARY LEAVE	99
DISCRETIONARY LEAVE, UNPAID.....	90
EDUCATION ASSISTANTS.....	21
EDUCATIONAL BONUS FOR COURSES.....	84
EDUCATIONAL LEAVE.....	99
EI REBATE	29
EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES	116
EVALUATION	50
EVALUATION OF TEACHING	77
EXCLUSIONS FROM THE BARGAINING UNIT.....	21
EXPEDITED ARBITRATION.....	15
EXTENDED SICK LEAVE.....	95
EXTRA-CURRICULAR ACTIVITIES	66
FALSELY ACCUSED EMPLOYEE ASSISTANCE.....	79
FAMILY RESPONSIBILITY LEAVE	89
FOREWORD.....	7
GENERAL LEAVE	99
GRIEVANCE PROCEDURE	11
HARASSMENT/SEXUAL HARASSMENT	70
HEALTH AND SAFETY	67
HEALTH AND SAFETY COMMITTEE	67
HOME EDUCATION	69
INCREMENTS	42
INSTRUCTIONAL TIME.....	68
INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION	68

JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS	98
LAYOFF, RECALL AND SEVERANCE.....	54
LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS	17
LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS' ACT.....	18
LEAVE FOR UNION BUSINESS	91
LEAVES OF ABSENCE	
BEREAVEMENT LEAVE	89
COMPASSIONATE CARE LEAVE	87
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	95
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES LOU	148
DISCRETIONARY LEAVE, UNPAID	90
FAMILY RESPONSIBILITY LEAVE.....	89
PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST	125
REGULATORY BUSINESS PER TEACHERS' ACT	18
SICK LEAVE, PORTABILITY.....	87
TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES	94
TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE	93
UNION BUSINESS	91
UNPAID DISCRETIONARY LEAVE	90
LEGISLATIVE CHANGE.....	17
LETTERS OF UNDERSTANDING	
AGREED UNDERSTANDING OF THE TERM TEACHER TEACHING ON CALL	113
AGREEMENT REGARDING RESTORATION OF CLASS SIZE, COMPOSITION, RATIOS AND ANCILLARY LANGUAGE	137
APPENDIX A TO LOU NO. 9 (BENEFITS).....	129
ARTICLE C.2. – PORTING OF SENIORITY – SEPARATE SENIORITY LISTS	121
ARTICLE C.4 – TTOC EMPLOYMENT - FORM A TEACHER NOTICE TTOC EXPERIENCE TRANSFER REQUEST	135
ARTICLE C.4 – TTOC EMPLOYMENT - FORM B TEACHER NOTICE TTOC EXPERIENCE TRANSFER REQUEST	136
ARTICLE C.4 TTOC EMPLOYMENT - TTOC EXPERIENCE CREDIT TRANSFER WITHIN A DISTRICT	132
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES.....	148
DESIGNATION OF PROVINCIAL AND LOCAL MATTERS	100
EARLY CAREER MENTORSHIP	150
EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES	116
MATERNITY/PREGNANCY SUPPLEMENTAL EMPLOYMENT BENEFITS	149
PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS	123
POTENTIAL GRIEVANCE RESOLUTION.....	151
PROVINCIAL EXTENDED HEALTH BENEFIT PLAN	127
RECRUITMENT AND RETENTION FOR TEACHERS AT ELEMENTARY BEAVERDELL AND BIG WHITE ELEMENTARY SCHOOL.....	131
SECTION 53 – JOINT CONSULTATION AND ADJUSTMENT OPPORTUNITIES.....	146
TEACHER SUPPLY AND DEMAND INITIATIVES	117
LIMITED DURATION ASSIGNMENTS	52
LOCAL AND BCTF DUES DEDUCTION	10
LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES	19
MANAGEMENT RIGHTS	18
MATERNITY LEAVE	96
MEMBERSHIP REQUIREMENT.....	9
MIDDLE SCHOOLS	63
NO DISCRIMINATION	77
NON INSTRUCTIONAL DAYS.....	84
NON-ENROLLING STAFFING RATIOS	62
NON-SEXIST ENVIRONMENT.....	70
OPTIONAL TWELVE-MONTH PAY PLAN	32
PARENTAL LEAVE.....	98
PARENTHOOD LEAVE	97
PART-TIME TEACHERS	42
PATERNITY LEAVE	98
PAY PERIODS.....	34
PERSONAL PROPERTY LOSS	31

PERSONALLY OWNED PROFESSIONAL MATERIAL.....	31
PERSONNEL FILES	77
PICKET LINE PROTECTION.....	20
PLACEMENT ON SCALE	39
PORTABILITY OF SICK LEAVE	87
PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST	125
PORTING OF SENIORITY – SEPARATE SENIORITY LISTS	121
PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS	123
POSITIONS OF SPECIAL RESPONSIBILITY	43
POSTING AND FILLING VACANT POSITIONS	76
PREAMBLE AND OBJECTS.....	7
PREPARATION TIME	62
PRIVATE VEHICLE DAMAGE	31
PROFESSIONAL AUTONOMY.....	86
PROFESSIONAL DEVELOPMENT	83
PROFESSIONAL DEVELOPMENT FUND	83
PROFESSIONAL MATERIAL	31
RECOGNITION OF SERVICE LEAVE.....	152
RECOGNITION OF THE UNION	9
REGISTERED RETIREMENT SAVINGS PLAN	30
REGULAR WORK YEAR FOR TEACHERS	65
REIMBURSEMENT FOR MILEAGE AND INSURANCE.....	35
REIMBURSEMENT FOR PERSONAL PROPERTY LOSS	31
RESIGNATION	47
SALARY	24
SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION	29
SALARY INDEMNITY PLAN ALLOWANCE	31
SCHOOL ACT APPEALS	80
SCHOOL-BASED DECISION MAKING	22
SECTION 27.4 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT	115
SECTION 4 OF BILL 27.....	114
SELF-FUNDED LEAVE PLAN	99
SENIORITY.....	47
SEXUAL HARASSMENT	70
SICK LEAVE	95
SICK LEAVE, PORTABILITY	87
SIGNATURES.....	6
SUPERVISION TIME	66
SUPPLEMENTARY ALLOWANCE	46
SUPPLEMENTARY SERVICE.....	43
TABLE OF CONTENTS	2
TEACHER IN CHARGE	45
TEACHER ON CALL PAY AND BENEFITS	28
TEACHER SUPPLY AND DEMAND INITIATIVES	117
TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES	94
TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE	93
TERM, CONTINUATION AND RENEGOTIATION.....	8
TERMINATION FOR INCOMPETENCE	52
TRANSFERS	75
TTOC CONDUCTING UNION BUSINESS NEGOTIATING TEAM.....	93
TTOC EMPLOYMENT	50
EXPERIENCE CREDIT	50
TTOCS CONDUCTING UNION BUSINESS	93
TWELVE MONTH ASSIGNMENT.....	69
UNION SECURITY	18
UNPAID DISCRETIONARY LEAVE.....	90
USE OF SCHOOL FACILITIES.....	19
VEHICLE DAMAGE	31