

**2019 –2022 – DISTRICT WORKING DOCUMENT**  
**PROVINCIAL and LOCAL AGREEMENT**  
**A WORKING DOCUMENT**

**- Between -**

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

**Greater Victoria Teachers’ Association  
(The “Local”)**

**- and -**

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

**Board of Education of School District No. 61 (Greater Victoria)  
(The “Employer”)**

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

**AS IT APPLIES IN School District No. 61 (Greater Victoria)**

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

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## **PREAMBLE**

1. This Agreement is made pursuant to and governed by the *School Act* and the *Labour Relations Code*. Terms used in this Agreement which are defined in those Acts shall have the meanings defined in those Acts. In the event that this Agreement conflicts with legislation, the Board and the Association will meet to find ways in which the intent and terms of this Agreement can be fulfilled without contravening legislation.

## **SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP**

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

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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2019 to June 30, 2022. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2022 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
  - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
  - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.

- c.
  - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
  - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

### **Local Provisions**

- 6. The total premium expense for the following employee benefits shall be borne by the employee, in the event of a strike or by the employer in the event of a lockout:
  - a. Medical Services Plan of BC
  - b. Extended Health Benefits
  - c. Group Life Insurance
  - d. Dental Plan
- 7. There shall be no strikes or lockouts so long as this Agreement continues to operate.

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

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

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

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



2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

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

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

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

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.

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

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

### **1.        Preamble**

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

### **Steps in Grievance Procedure**

#### **2.        Step One**

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

#### **3.        Step Two**

- a. If the grievance is not resolved at Step One of the grievance procedure within ten (10) working days of the date of the request made for a meeting referred to in Article A.6.2.a the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the local to the

superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the local, and attempt to resolve the grievance.

- b. The grievance shall be presented in writing giving the general nature of the grievance.

4. **Step Three**

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

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

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

5. **Omitting Steps**

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

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

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

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

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

**8. Arbitration (Conduct of)**

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
  - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the

grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

- ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
- iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

## 9. **General**

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

## **Local Provisions**

### **10. Expedited Arbitration**

- a. Within the fifteen (15) day timeline established in A.6.6 of this Collective Agreement, qualification grievances may be referred to expedited arbitration.

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

### **1. Scope**

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

### **2. Process**

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

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

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

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

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

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

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

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



## **ARTICLE A.20 NO CONTRACTING OUT**

1. All positions within the bargaining unit that become vacant as a result of, but not limited to, retirement, resignation, increased enrolment, leave of absence, lay-off or termination will remain within the bargaining unit.
2. No position that would normally be filled by a member of the bargaining unit shall be contracted out unless by mutual agreement.
3. Any dispute with respect to the contracting out or assignment of bargaining unit work may be resolved by either party referring this matter directly to arbitration under Article A.6.6 of this Collective Agreement.

## **ARTICLE A.21 DEFINITION OF AN EMPLOYEE**

1. Employee means any teacher as defined in Part 1 of the *School Act*.
2. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
3. The Board shall notify the Association of all new education positions offered in the District and submit to the local Association offices a written job description of the new position(s). Newly created positions, other than Superintendent of Schools, Assistant Superintendents, Directors of Instruction, Assistant Directors, Principals or Vice Principals, shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.

## **ARTICLE A.22 SECONDMENT AND RELEASE TIME**

1. **President and First Vice-President's Release**
  - a. The Board hereby agrees to release the President and First Vice-President of the Association from their teaching duties for the duration of their term of office.
  - b. The Board shall continue to pay the President and First Vice-President their salary and to provide benefits as specified in the Agreement. The Association shall reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.
  - c. For the purpose of pension, experience, sick leave and seniority, the President and First Vice-President shall be deemed to be in the full employ of the Board. The President or First Vice-President shall inform the Board of the number of days or partial days, if any, that they were absent from their duties due to illness. Such days or part days shall be deducted from their accumulated sick leave credits.

- d. The teacher returning to full teaching duties from a term as President or First Vice-President shall be assigned to the position held prior to the release or to another available position which is acceptable to the teacher.
- e. In the event the President is unable to fulfil the presidential duties, the Board shall provide a teacher-teaching-on-call to permit another Association member to assume the duties of the President. Provisions of this Article, (a) to (d), shall apply.

## 2. **Secondment**

In the event that an employee covered by this Agreement is elected to a full-time position as an officer of the BCTF, or 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 the purpose 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.

## 3. **Other Release Time**

An employee covered by this Agreement who is a member of the Executive Committee, Representative Assembly, a committee or task force of either the local or 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.

## **ARTICLE A.23 STAFF COMMITTEE**

- 1. There shall be established in each school by September 30 of each school year, a Staff Committee. This committee shall operate without derogating from the duties and authority vested in the school's administrative officers pursuant to the *School Act* and *School Act Regulations*, and shall not abrogate the provisions of the Collective Agreement or the policies of the Board.
- 2. The composition of the committee shall be determined by the teaching staff but shall include at least one administrative officer of the school. The committee may also include other than teaching staff members if the committee deems their inclusion appropriate.

3. The committee shall have the right to provide advice and/or recommendations to the administrative officers and to consider aspects of school operation, including the following:
  - a. School regulations, policies and routines.
  - b. School educational philosophy and policy.
  - c. Non-instructional days.
  - d. Curriculum.
  - e. School planning.
  - f. Evaluation and reporting.
  - g. School timetable and organization.
  - h. School staffing including utilization of teaching staff and auxiliary staff.
  - i. Professional development activities of teachers.
  - j. Timing and nature of informal student reports.
  - k. Timing of formal student reports.
  - l. Allocation of instruction resources.
4. In order to assist in the undertaking of the above, the committee:
  - a. Will have access to:
    - i. all relevant information necessary for development of educationally sound recommendations, and
    - ii. all school level budget and financial information.
  - b. Will hold regular meetings throughout the year, with agendas published in advance and minutes recorded and circulated.
  - c. Will function according to procedures approved by the majority vote of the committee members.
5. Should the school administration fail to implement recommendations of the school staff committee, reasons shall be provided to the committee. The committee may forward a copy of the recommendation to the Superintendent who will investigate the matter and respond in writing to the committee.

## **ARTICLE A.24 ACCESS TO INFORMATION**

1. To assist participation in the school decision-making process, the staff shall have access to relevant information, including but not limited to school-level budget and financial information. The process for requesting information shall be agreed to in each school by the staff and administration.
2. On behalf of a teaching staff, the Local may request relevant school-site information.

3. To promote the resolution of issues of mutual concern, the GVTA shall have access to relevant information, including but not limited to district-level budget and financial information. The process for requesting information shall be agreed to by the superintendent and the GVTA president by September 30 in each school year.

**ARTICLE A.25 REPRODUCTION AND DISTRIBUTION OF THE COLLECTIVE AGREEMENT**

1. This Collective Agreement shall be reproduced in total, and the cost shall be borne equally by the Board and the Association, and distributed to all Association members within one month of its being signed.

**ARTICLE A.26 ASSOCIATION/BOARD LIAISON**

**1. Professional Consultative Committee**

- a. At the request of the superintendent or the GVTA president, a meeting shall be held between the executive committee and the superintendent.
- b. Unless mutually agreed, there will be no more than five meetings per school year.
- c. The responsibility for chairing and agenda setting shall be shared by the superintendent and the GVTA president.

**2. Professional Relations Committee**

- a. There shall be a standing committee comprised of five representatives of district leadership and five member representatives of the GVTA appointed by the GVTA executive.
- b. The committee shall meet monthly during the school year unless mutually agreed by the superintendent and the GVTA president.
- c. The purpose of the committee shall be to promote mutual understanding, discussion and collaborative resolution of contract-related and professional concerns of a general nature including those which may potentially lead to grievances and to provide advice.
- d. The responsibility for chairing and agenda setting shall be shared.
- e. The functioning of this committee shall not prejudice the operation of the Collective Agreement, including the grievance procedure.

**ARTICLE A.27 PICKET LINE PROTECTION**

1. All employees covered under this agreement shall have the right to refuse to cross or refuse to work behind a legal picket line as defined by the *Labour Relations Code*. Any employee failing to report for duty for this reason shall be considered to be absent without pay.
2. Failure to cross a legal picket line encountered in carrying out School Board business shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action by the Board.
3. The Board shall not request, require, nor direct teachers covered under this agreement, to do work or carry out duties normally performed by employees engaged in a strike, or locked out; nor shall the Board direct teachers to request, require or direct students to carry out such duties.

**ARTICLE A.28 ACCESS TO WORK SITE AND USE OF SCHOOL FACILITIES**

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.
2. The Association shall have the right to use school facilities and equipment for meetings and other Association activities.
3. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. These bulletin boards shall be provided in each staffroom in each school building.
4. The Association shall have access to the District mail service and employee mailboxes, free of charge, for communication to bargaining unit members.

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

### **ARTICLE B.1      SALARY**

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

Teachers hired after July 1, 2019 and were employed on the date of ratification, and teachers who retired between July 1, 2019 and the date of ratification, shall have their retro-active pay pro-rated from their date of hire to the date of ratification or from July 1, 2019 to date of retirement.

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

the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.

**Local Provisions**

**7. Basic Salary Scale**

Except as otherwise provided in this Agreement, the salary of each teacher covered by this Agreement shall be determined by the following annualized scale:

*Teacher Salary Grid As At July 1, 2019 – June 30, 2020*

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,669	\$ 54,345	\$ 58,521	\$ 59,988
1	\$ 52,003	\$ 56,978	\$ 61,359	\$ 62,897
2	\$ 54,335	\$ 59,611	\$ 64,198	\$ 65,808
3	\$ 56,669	\$ 62,243	\$ 67,035	\$ 68,718
4	\$ 59,003	\$ 64,878	\$ 69,874	\$ 71,628
5	\$ 61,336	\$ 67,511	\$ 72,712	\$ 74,539
6	\$ 63,668	\$ 70,144	\$ 75,549	\$ 77,449
7	\$ 66,002	\$ 72,777	\$ 78,388	\$ 80,360
8	\$ 68,336	\$ 75,411	\$ 81,226	\$ 83,269
9	\$ 70,670	\$ 78,043	\$ 84,064	\$ 86,179
10	\$ 74,828	\$ 83,097	\$ 89,180	\$ 91,317

*Teacher Salary Grid As At July 1, 2020 – June 30, 2021*

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 50,662	\$ 55,431	\$ 59,692	\$ 61,188
1	\$ 53,043	\$ 58,118	\$ 62,586	\$ 64,155
2	\$ 55,422	\$ 60,803	\$ 65,482	\$ 67,125
3	\$ 57,803	\$ 63,488	\$ 68,376	\$ 70,093
4	\$ 60,183	\$ 66,176	\$ 71,272	\$ 73,061
5	\$ 62,562	\$ 68,861	\$ 74,166	\$ 76,029
6	\$ 64,942	\$ 71,547	\$ 77,060	\$ 78,998
7	\$ 67,322	\$ 74,233	\$ 79,956	\$ 81,967
8	\$ 69,703	\$ 76,919	\$ 82,850	\$ 84,934
9	\$ 72,083	\$ 79,604	\$ 85,746	\$ 87,902
10	\$ 77,073	\$ 85,590	\$ 91,855	\$ 94,056

**Teacher Salary Grid As At July 1, 2021 – June 30, 2022**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 51,676	\$ 56,540	\$ 60,886	\$ 62,412
1	\$ 54,104	\$ 59,280	\$ 63,838	\$ 65,438
2	\$ 56,531	\$ 62,019	\$ 66,791	\$ 68,467
3	\$ 58,959	\$ 64,758	\$ 69,744	\$ 71,495
4	\$ 61,387	\$ 67,499	\$ 72,697	\$ 74,522
5	\$ 63,814	\$ 70,238	\$ 75,649	\$ 77,550
6	\$ 66,241	\$ 72,978	\$ 78,602	\$ 80,578
7	\$ 68,669	\$ 75,717	\$ 81,555	\$ 83,606
8	\$ 71,097	\$ 78,457	\$ 84,507	\$ 86,633
9	\$ 73,525	\$ 81,196	\$ 87,461	\$ 89,660
10	\$ 78,615	\$ 87,302	\$ 93,692	\$ 95,937

**8. Calculations for Pay for Daily Deductions and Part Year and Part Month Employment**

- a. The rate of deduction for a day without pay shall be 1/195th of the current annualized salary of a teacher.
- b. Teachers shall be paid their annualized salary in twenty equal consecutive semi-monthly installments commencing in September. Mid-month payments will be issued on the 15th day of each month or in the event that the 15th day falls on a weekend, payment will be issued on the preceding Friday. Month-end payments will be issued on the last day of the month, or in the event that the month end falls on a weekend, payment will be issued on the preceding Friday.
- c. In the event that a temporary vacancy or continuing contract commences on a day other than the first school day in that month, or terminates on a day other than the last school day in that month, the formula for payment per day for that month shall be:
 
$$\frac{\text{Number of days taught in month} \times \text{current annual salary}}{195}$$
- d. No partial month's payment shall be more than 1/10 of the basic annual salary.

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

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.



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

An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

### **Local Provisions**

7. A teacher-teaching-on-call assigned to a school and not utilized shall be paid the amount of the day for which they were to be employed.
8. A teacher-teaching-on-call shall receive a minimum two hour call out except when a part-time teacher is utilized within their school.
9. A short term assignment is one that is expected to last for fewer than twenty (20) working days.

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

**PCA Article B.3 is not applicable in School District No. 61 (Greater Victoria).**

### **ARTICLE B.4 EI REBATE**

1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an

amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.

2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

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

1. In this Article:
  - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.

8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

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

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

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

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

- a. The loss or damage is not the result of negligence on the part of the employee claiming compensation;

- b. The claim for loss or damage exceeds ten (10) dollars;
- c. If applicable, a copy of the claim approval from their insurance carrier shall be provided to the employer;
- d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

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

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

**PCA Article B.8.1 through B.8.10 is not applicable in SD. No. 61 (Greater Victoria).**

### **Local Provisions**

- 11. The Board will provide teachers the option of participating in a Payroll Savings Plan. To be eligible for the Payroll Savings Plan teachers shall:
  - a. Be on a continuing appointment or a temporary contract of 0.5 FTE or greater and for not less than ten months.
  - b. Notify the Board through its Payroll Office, in writing using the prescribed form, no later than 4:30 p.m. on the Friday following the first day of school in September that they wish to participate in the plan.
  - c. Notify the Board, through its Payroll Office, in writing by June 30<sup>th</sup> if they do not wish to continue in the Payroll Savings Plan the following year.
  
- 12. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows:
  - a. For September to June:
    - i. The semi-monthly net pay includes a deduction for the Payroll Savings Plan set at 16.67% of their net semi-monthly salary.
    - ii. The 16.67% of net semi-monthly salary will be paid into the Payroll Savings Plan.
  - b. For July and August:
    - i. The amount accumulated in the Payroll Savings Plan will be paid by the Board in two equal installments into the employee's bank account on July 15 and August 15. If any of these days are non-banking days, the transfer will be made on the last banking day preceding these dates.

13. All payments will be made by direct deposit to the bank, credit union or trust company of the employee's choice.
14. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions for the remainder of the school year unless they have resigned from the District or been granted a leave that results in an interruption to earnings or have been terminated for cause. Other withdrawals from the plan would be in accordance with Article B.8.11.c.
15. The Board will make teachers aware of the Payroll Savings Plan when they sign their contract at the Board office on the date of their hire.
16. The interest earned on the monies in the Payroll Savings Plan will be disbursed by the Board first to offset the start-up costs of this plan. As agreed annually in September by the Board and the Association, and in accordance with the bank interest rates established by the Board's banking institution (currently C.I.B.C.), interest earned over and above the monies needed to offset the on-going administration costs of this plan will be distributed equitably to the plan subscribers.

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

**PCA Article B.9.1 through B.9.3 is not applicable in SD No. 61 (Greater Victoria). See Article B.1.8.b.**

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

1. Provincial Article B.10.1 does not apply in School District No. 61 (Greater Victoria).
2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. Provincial Article B.10.3 does not apply in School District No. 61 (Greater Victoria).
4. Provincial Article B.10.4 does not apply in School District No. 61 (Greater Victoria).

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

### **Local Provisions:**

#### **6. Kilometre Allowance**

Teachers who are required to use their personal vehicles in order to carry out their regular duties or other Board duties shall be reimbursed at a rate per kilometre, established as follows:

Each July the Kilometre Allowance should be adjusted to reflect the rate established by the Victoria aggregate cost of operating a mid-size automobile or, when the Victoria

aggregate cost is not available, the British Columbia aggregate cost. The Board will provide the GVTA with the cost analysis used to determine the current Vehicle Standard Cost as established by the Runzheimer Vehicle Standard Cost Schedule or, if not available, another source as agreed to by the GVTA and the Board.

## **ARTICLE B.11 BENEFITS**

1. Effective July 1, 2012, the employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No. 9.
2. The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.
3. Teachers Teaching on Call (TTOCs) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 per cent (100%) of the premium costs.
4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

### **Local Provisions**

#### **5. Medical Services Plan of BC and Extended Health Benefits**

- a. Effective September 1, 1994, the Board shall contribute seventy percent (70%) of the cost of the M.S.P. basic plan for any teacher in an assignment or accumulated assignment of at least 0.5 FTE who contributes thirty percent (30%) of the premium cost. The eligibility of participants will be as stipulated by the agreement between the M.S.P. and the Board.
- b. Effective September 1, 1994, the Board shall contribute seventy-five percent (75%) of the cost of the Provincial Extended Health Benefit Plan for any teacher in an assignment or accumulated assignment of at least 0.5 FTE who contributes twenty-five percent (25%) of the premium cost.
- c. A teacher covered under this plan whose assignment or accumulated assignment is subsequently reduced to below 0.5 FTE shall continue to receive coverage as stipulated above.

#### **6. Group Insurance**

- a. The Board shall pay fifty percent (50%) of the cost of group life insurance under the BCTF/BCSTA Group Insurance Plan for any teacher in an assignment or accumulated assignment of at least 0.5 FTE who contributes fifty percent (50%) of the premium cost.

- b. A teacher covered under this plan whose assignment or accumulated assignment is subsequently reduced to below 0.5 FTE shall continue to receive coverage as stipulated in Article B.11.5.
- c. Any premium contributed by any employee toward the total premium payable under this policy for insurance on the life of such employee shall be deemed by the employer to be applied first to the premium for the amount of their insurance (if any) in excess of \$25,000 and the balance (if any) of the employee's premium shall be deemed by the employer to be applied to the first \$25,000 of their insurance.

**7. Dental Plan**

- a. The Board shall pay eighty percent (80%) of the premium cost of a dental plan for any teacher in an assignment or accumulated assignment of at least 0.5 FTE who contributes twenty percent (20%) of the premium cost.

Dental coverage shall be as follows:

Part 1 (A) - 100% of dental fee

Part 2 (B) - 50% of dental fee. Effective July 1, 2018, Part 2 (B) coverage is 60%.

Part 3 (C) - 50% of dental fee, with a maximum lifetime benefit of \$2,000 per family member. Effective July 1, 2015, Part 3 (C) coverage is 75% and lifetime limit is \$5,000.

- b. A teacher covered under this plan whose assignment or accumulated assignment is subsequently reduced to below 0.5 FTE shall continue to receive coverage as stipulated in Article B.11.7.a.

**8. Part-time Teachers and Teachers on Leave of Absence**

Part-time teachers not eligible for coverage under Articles B.11.2, B.11.3 and B.11.4 and teachers on unpaid leave of absence shall be eligible to purchase Medical, Extended Health, Group Life Insurance and Dental Plan Benefits.

**9. Benefit Continuation after Statutory Sick Leave**

The Board and teacher shall continue to contribute to their respective shares of the cost of maintaining coverage under BC Medical Services Plan, Extended Health Benefits Plan, BCTF/BCSTA Group Life Insurance Plan, Dental Plan, where applicable, during the period a teacher is on medical leave of absence to a maximum of one year after expiration of statutory sick leave.

10. **Workers' Compensation Benefits**

Teachers eligible for benefits under the *Workers' Compensation Act* of British Columbia shall continue to receive their regular salary for twelve months provided that their Workers' Compensation benefits are assigned to the Board of Education.

After twelve months, the amount paid to the teacher by the Board shall be charged against the accumulated sick leave credits of the teacher on a proportional basis as long as the accumulation of sick leave benefits permits.

11. **Benefit Plan Information and Changes [Not applicable to the Provincial Extended Health Benefit Plan. See Article B.11.2 and LOU No. 9.]**

- a. The Board shall provide the Association with a copy of the current policy in effect for each of the teacher benefit plans, and a copy of any financial/actuarial statements for those benefit plans at the time that they are provided to the Board.
- b. The coverage under these plans shall not be altered or amended nor the carrier changed without prior consultation with the Association.

**ARTICLE B.12 CATEGORY 5+**

1. Eligibility for Category 5+

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

2. Criteria for Category 5+

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



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

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

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

**ARTICLE B.20 PLACEMENT ON SALARY SCALE**

1.
  - a. Except as otherwise provided in this Agreement, salary category of all teachers will be verified by the most recent evaluation of the Teacher Regulation Branch or the Teacher Qualification Service.
  - b. The salary schedule is a basic scale, however, and the Board reserves the right to pay in special circumstances any teacher a salary higher than that provided in the schedule, in which case the Association shall be notified accordingly. The President of the Association shall be notified in writing of each appointment made under this Clause.
  - c. Persons holding Letters of Permission whose years of preparation can be equated by the Board to 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, with the exception of teachers appointed under Article B.20.5.

## **2. Increment Dates**

Annual increments shall be as shown in the applicable salary scale and these shall be payable as at September 1 or January 1, whichever is applicable.

## **3. Qualification Period for Increment**

- a. A period of not less than eight months full-time teaching in any school year constitutes a full year of experience, excepting only the provisions of the following clauses.
- b. Part-time Service
  - i. a teacher employed for a school year on a part-time basis may be granted increments in accordance with the following conditions:
    - (1) Periods of part-time service may be combined and if the total service equals ten months on full-time, an increment shall be granted.
    - (2) Consideration may be given to the granting of one increment for service which equals at least eight months.
  - ii. part-time service in any other school District(s) in B.C. will rank equally with part-time service in School District 61. It shall be the responsibility of the teacher to submit a certified statement for this type of service with each period expressed as a decimal or percentage of the school year.
  - iii. the provisions of the salary agreement currently in effect shall apply when considering partial year service in other provinces or countries. Proof of such service will be required.
  - iv. part-time service will be calculated on the basis of the number of hours instruction offered in a school day, school week, or timetable cycle.
  - v. part-time and partial year service may be combined in order to qualify for an increment.
- c. Partial Year Service
  - i. a teacher employed for less than eight months in each of two or more school years may be granted increments in accordance with the following conditions:
    - (1) Periods of partial year service may be combined and if the total service is ten months, an increment shall be granted.
    - (2) Consideration may be given to the granting of one increment for combined service which totals at least eight months.

- ii. partial year service in any other school District(s) in B.C. will rank equally with partial year service in School District 61. It shall be the responsibility of the teacher to submit a certified statement for this type of service with each period expressed as a decimal or percentage of the school year.
  - iii. the provisions of the salary agreement currently in effect shall apply when considering partial year service in other provinces or countries. Proof of such service will be required.
  - iv. partial year and part-time service may be combined in order to qualify for an increment.
- d. Increment Payable

The annual increment is payable to a teacher who is absent under the following circumstances:

- i. on exchange or on a special assignment in the field of education carrying full pay.
- ii. one increment may be granted to a teacher on leave of absence for professional growth, provided a satisfactory statement is submitted covering the case.

#### **4. Recognition of Other School Experience**

Teachers shall upon appointment receive full credit for previous teaching experience in government supported and inspected schools in Canada and one-half credit for previous teaching experience in government supported and inspected schools in the United Kingdom, the United States of America, Australia and New Zealand. Teachers receiving credit for one-half of such experience shall receive full credit after one year's satisfactory teaching experience in this District.

Further, teachers from independent schools in Canada shall receive credit for one-half of such experience upon appointment and shall receive full credit after one year's satisfactory teaching experience with the Board. To be eligible for such increment recognition, teachers from recognized independent schools shall have been in possession of equivalent certification, as recognized by the Board, prior to the years of experience being claimed. The onus shall rest on the teacher to provide written evidence to verify such experience.

For the purpose of this section, an independent school shall be one which:

- a. Is a non-profit organization.
- b. Is responsible to a Board of Governors.

- c. Has been in existence for a minimum of five years.
- d. Has provision for inspection

**5. Recognition of Journeyman’s Experience**

- a. Vocational teachers who have qualified as Journeymen in accordance with the *Apprenticeship and Tradesmen’s Qualifications Act* and are appointed to teach more than half time in their area of specialty in a junior or senior secondary school, will be placed no lower than Category 4 on the salary scale.
- b. Vocational teachers will be allowed credit to a maximum of five increments, for experience as qualified journeymen, on a ratio of two years’ journeyman experience to one year of salary credit.

**6. Recognition of Other Experience**

Teachers who have experience for which no credit is otherwise provided in the Collective Agreement that is directly related to their intended position with the Board, may be allowed credit to a maximum of five increments on a ratio of two years’ related experience to one year of salary credit, and furthermore, this credit may be allowed to teachers acquiring experience as teachers-teaching-on-call.

**7. Certification Changes**

- a. The transfer from category to category by virtue of changed qualifications shall become remuneratively effective on the date so assigned and shown on the Teacher Qualification Service card, provided such card is presented to the Board within ninety (90) days of the assigned date of category change. Cards presented later than ninety (90) days shall result in the remunerative change becoming effective on the first day of the month following presentation.
- b. Any revision of category determined by an appeal decision of the Teacher Qualification Service shall be retroactive to September 1 where the appeal is taken and the decision rendered prior to November 30, or to January 1 where the appeal is taken and the decision rendered prior to March 31.

**ARTICLE B.21 ALLOWANCES**

**1. Department Heads**

- a. Department Heads shall be designated by the secondary school principal, in consultation with the school teaching staff.

b. Secondary schools shall receive an allocation for Department Head allowances as follows:

i. schools enrolling  $\geq 750$  students.....

Effective July 1, 2019	\$18,481	
Effective July 1, 2020		\$18,851
Effective July 1, 2021		\$19,228

ii. schools enrolling  $<750$  students.....

Effective July 1, 2019	\$16,633	
Effective July 1, 2020		\$16,966
Effective July 1, 2021		\$17,305

c. Department Heads shall be paid on the following basis:

i. all Department Heads shall receive a base allowance of

Effective July 1, 2019	\$1,387	
Effective July 1, 2020		\$1,415
Effective July 1, 2021		\$1,443

ii. the remaining school allocation shall be paid to Department Heads in accordance with the expectations for the position for the ensuing year.

d. Department Head allocations to schools shall be based upon the number of FTE students in a school at September 30.

e. Department Head allowances according to the table below shall be paid each year to the coordinators of provincial resource programs, including but not limited to the following:

i. Regional Coordinator SET-BC,

ii. Provincial Integration Support Program Coordinator.

Effective July 1, 2019	\$1,926	
Effective July 1, 2020		\$1,964
Effective July 1, 2021		\$2,004

## **2. Teacher in Charge**

- a. – g. Definition and terms see Article E.26.1
- h. Rate of Compensation.
  - i. when acting as Teacher in Charge for one (1) full day and up to five (5) continuous days, the teacher shall receive 50% of the daily allowance of the administrator being replaced.
  - ii. when acting as Teacher in Charge for six (6) full days and up to twenty (20) continuous days the teacher shall receive 75% of the daily allowance of the administrator being replaced for the full duration of the appointment.
  - iii. when acting as Teacher in Charge in continuous service for more than twenty (20) days and up to one (1) year the teacher shall receive 100% of the daily allowance of the administrator being replaced for the full duration of the appointment.

## **3. Middle Schools**

- a. Team Leaders shall be designated by the middle school principal, in consultation with the teaching staff of each team.
- b. Effective the 2008-2009 school year, a Team Leader shall be paid an allowance for the ensuing year in twenty (20) instalments. Such allowance shall be prorated to the term of the appointment. The Team Leader allowance is as follows:

Effective July 1, 2019	\$1,510
Effective July 1, 2020	\$1,540
Effective July 1, 2021	\$1,571
- c. A Team Leader may choose up to four (4) days release time to be taken within one school year, with the TTOC cost to be borne by the Team Leader. Scheduling of the release time is to be approved by the principal in consultation with the Team Leader. The Team Leader will be provided reasonable grounds if the release time request is denied.

## **4. Summer School**

- a. Any teacher employed to give instruction in summer school shall be required to join the BCTF and the Association and shall remain a member for the duration of employment.

- b. Any teacher employed to give instruction in summer school shall be required to pay fees, dues and levies of the BCTF and the Association in the amounts determined in accordance with their bylaws and constitution.
- c. Any teacher employed to give instruction in summer school shall be paid at the rate of 1/975 of annual salary grid for each hour of instruction.

**5. First Aid**

- a. The Board shall provide first aid training costs for any teacher who volunteers and is selected to undertake such training.
- b. Any teacher who volunteers and is designated as a First Aid Attendant shall receive the following allowance based upon the certification required under the W.C.B. regulations.
  - i. Industrial First Aid Certificate
 

Effective July 1, 2019	\$2,567
Effective July 1, 2020	\$2,619
Effective July 1, 2021	\$2,671
  - ii. Survival First Aid Certificate
 

Effective July 1, 2019	\$1,283
Effective July 1, 2020	\$1,309
Effective July 1, 2021	\$1,335
- c. Any teacher designated as a First Aid Attendant who intends to withdraw from this role shall give the Board six (6) weeks notice of their intention to withdraw.

**ARTICLE B.22 NEW POLICY OR CHANGES IN POLICY**

- 1. In the case of any changes in policy of the Board or of the Superintendent of Schools, where such changes affect the salary of any teacher covered by this Agreement or will result in the reduction in the total teachers employed, the President of the Greater Victoria Teachers’ Association shall be immediately notified in writing by an officer of the Board and either party may refer the matter for discussion and consideration to the committee established to hear Step 3 Grievances as outlined in A.6.4 of the this Collective Agreement. These matters shall not proceed to arbitration.

2. Within thirty (30) days of the date of the School Board adopting a policy creating a new position which comes within this Agreement, the Board shall negotiate with the Association to establish the salary and/or allowances. Where such an agreement cannot be made, the matter shall be referred to Step 3 as provided in Article A.6.4 this Collective Agreement and a decision rendered within sixty (60) days from the date of policy adoption. These matters shall not proceed to arbitration.

#### **ARTICLE B.23 SAFEGUARD AGAINST SALARY REDUCTION**

No person covered by this Agreement shall have their salary or allowance reduced by the application of this Agreement.

#### **ARTICLE B.24 HEALTH/FITNESS CLUB MEMBERSHIP**

The District will attempt to negotiate reduced rates for employee and family memberships at public recreation centres and/or private fitness clubs in locations convenient to each family of schools. These rates may be renegotiated, annually by June 30, of each school year.

#### **ARTICLE B.25 CLASSROOM RELOCATION**

1. When a teacher is required to relocate their classroom due to major capital project they will be provided one (1) day in lieu for the initial move with the board paying the cost of the TTOC. As well the board will pay for one (1) day in lieu with the board paying the cost of the TTOC when the teacher is returned to their classroom upon the completion of the major construction project.
2. The days in lieu shall be taken within one (1) year of the notification of a move.
3. The scheduling of the days in lieu must be agreed to by the principal.
4. Days in lieu will only be granted in one day increments. (e.g. A request for a lieu day for time off that is less than one day will count as one lieu day).
5. Such classroom changes will be supported with moving materials such as boxes and tape and shall be assisted by cartage to transport the materials from one site or classroom to another.



## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

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

### **ARTICLE C.2      SENIORITY**

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
  - a. Effective July 1, 2020 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in BC.

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

- b. Seniority Verification Process
      - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
      - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
      - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher-Teaching-on-Call [Not applicable in SD. No. 61 (Greater Victoria). See Article C.2.8.c below.]

4. An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
5. No employee shall accumulate more than one (1) year of seniority credit in any school year.

### **Local Provisions**

7. “Seniority” means an employee’s aggregate length of service in the employment of the Board, including part-time teaching and service as a teacher-teaching-on-call.
8. For the purpose of calculating service for the accrual of seniority, the following will apply:
  - a. Any part of a day worked shall be deemed a full day of seniority.
  - b. A part-time continuing contract employee whose schedule does not require the employee to work each school day of a week shall be deemed to be working each school day of that week.
  - c. One hundred and sixty (160) days of teacher-teaching-on-call service shall constitute one (1) year of service.
  - d. An employee shall not accumulate more than one year’s seniority in one school year.
9. In addition to the provisions of Article C.2.7 and C.2.8 above, the seniority for an employee on a continuing contract shall include 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.
10. Seniority shall not be forfeited, except by termination arising from resignation or by dismissal (pursuant to Article C.26).
11. Seniority shall not be accrued during periods of absence from the District, except during:
  - a. Maternity Leave (includes extended maternity) and Parental Leave - to a maximum of three (3) years.
  - b. Parenthood Leave - to a maximum of one (1) year.
  - c. Sick Leave - unlimited.
  - d. Leave covered by the BCTF Salary Indemnity Fund - unlimited.
  - e. Educational Leave - up to three (3) years.
  - f. Secondment to the Ministry of Education - up to two (2) years.

- g. Secondment to a Faculty of Education - up to two (2) years.
  - h. Participation in a recognized teacher exchange - up to two (2) years.
  - i. Teaching duties with the Department of National Defense - up to two (2) years.
  - j. Leave for duties with the Association or the BCTF - unlimited.
  - k. Leave for elected office at the provincial, federal or municipal level - unlimited.
  - l. Leave taken under the Deferred Compensation Plan - up to one (1) year.
  - m. Leave for Workers' Compensation Board - unlimited.
  - n. Other leaves of absence for two consecutive months or less in one school year.
  - o. Compassionate Care Leave pursuant to G.2
12. Where two or more employees have the same seniority, ties will be broken by application of the following in sequence:
- a. The time and date of receipt of acceptance of appointment.
  - b. The date the application for employment with the District was received.
  - c. The earliest recorded date of work as a teacher-teaching-on-call with the District.
13. Changes to the seniority and service provisions in this Collective Agreement are in effect from January 1, 1994 and are not retroactive. Seniority accrued up to and including December 31, 1993 shall be carried forward.
14. The Board shall, by November 1 of each year, forward to the Association a list of:
- a. All employees currently employed by the Board under continuing contract, in order of seniority, calculated according to Article C.2.8, setting out length of seniority as of July 1 of that year.
  - b. Teachers-teaching-on-call in order of length of service with the Greater Victoria School District. For the purpose of calculating seniority and increments, one hundred and sixty days (160) of teacher-teaching-on-call service shall constitute one (1) year of service.

Note: Effective September 19, 2014, Teacher-teaching-on-call experience credit and increments are accrued in accordance with Article C.4 Teacher Teaching on Call Employment.

- c. Employees on leave of absence.
  - d. Employees on recall.
15. Errors in the lists referred to in Article C.2.14 must be brought to the attention of the Human Resource Services Department on or before November 30.

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

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

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

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

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

### **ARTICLE C.20 PRINCIPLE OF SECURITY**

1. The Board and the Association agree that security of employment increases in proportion to length of service in the employ of the Board for teachers who possess the necessary qualifications for positions which are available.

## **ARTICLE C.21      DEFINITION OF QUALIFICATIONS**

1. In this Agreement “necessary qualifications” in respect of a teaching position means the possession of a valid teaching certificate for the Province of British Columbia, and a reasonable expectation that the teacher can perform the duties of the position based on the following criteria:
  - a. Relevant teaching experience in the subject or teaching area.
  - b. Relevant educational preparation.
  - c. Relevant qualities such as: the teacher’s commitment, temperament, experience, less formal training, and past performance.
  - d. Evidence of ability to perform the duties of the position in a satisfactory manner.
2. It shall be the responsibility of each teacher to ensure the Human Resource Services Department has on file the appropriate documentation substantiating necessary qualifications as defined in Article C.21.1 above.
3. Should any appeal arise as to whether a teacher has or does not have the necessary qualifications for a teaching position, the appeal shall be referred to Step 3 of the Grievance Procedure of Article A.6 in this Collective Agreement within five (5) working days from the date that the teacher has received layoff notice from the Board, or from the date that an applicant who has recall rights has received notice from the Board that the applied for position has been filled by another applicant. The appeal shall be in writing and must state the grounds on which the appeal is being lodged. See Letter of Understanding – “Appeals During Staffing Process”.

## **ARTICLE C.22      SECURITY OF EMPLOYMENT (LAYOFF)**

1. When, for educational or budgetary reasons, the Board determines that it is necessary to lay off teachers employed on a continuing contract, the teachers to be retained shall be those who have the greatest seniority and who possess the necessary qualifications pursuant to Articles C.2 and C.21 for the position(s) available.
2. The layoff process shall proceed as follows:
  - a. The Board shall provide each teacher it intends to lay off pursuant to this Agreement with a minimum of thirty (30) calendar days notice in writing.
  - b. Layoff notices shall state the reason(s) for the layoffs and shall be effective January 31 or June 30.
  - c. The Board shall make available information regarding positions held by less senior teachers to teachers in receipt of layoff notices and to the Association.

- d. The Board may rescind layoff notices up to and including December 31 for layoffs effective January 31 and May 31 for layoffs effective June 30, without being liable for the payment of severance pay.
3. Teachers laid off under Article C.22.1 shall have the right to a leave of absence of up to one year, for the purpose of undertaking retraining for another position. The limitation to a teacher's rights to re-engagement, as set out in Article C.23.5, shall be extended by the period of such leave. The Board will pay the teacher a percentage of the teacher's salary equivalent to the amount of severance pay entitlement in Article C.24.1 had the teacher been laid off. The amount of such salary will be repayable in the event that the teacher subsequently becomes employed by the Board in the same manner as if this teacher had been laid off and re-employed, with Article C.24.2 applying thereto. At the commencement of the school term next following the completion of the leave pursuant to this Article, the teacher shall be entitled to be assigned to a position which is vacant and for which they possess the necessary qualifications.
4.
  - a. Prior to using the option of layoff as per Article C.22, the Board may offer retraining to a teacher who has a minimum of five years seniority.
  - b. After an assessment of District needs, the Board, in consultation with the Association and the teacher, may offer a teaching assignment with increased preparation time and the assistance of additional District personnel/resources.
  - c. The teacher will have the option of accepting or rejecting the retraining assignment.
5. The Board may extend the date established for giving notice regarding intent to layoff under Article C.22 of the Collective Agreement by five working days to accomplish the mobility rounds, by providing the GVTA two weeks advance notice of any such extension.

### **ARTICLE C.23      TEACHERS' RIGHTS OF RE-ENGAGEMENT (Recall)**

1. When a position on the teaching staff of this District becomes available, the Board shall, notwithstanding any other provision except Article C.23.4 of this Agreement, first offer re-engagement to the teacher on the recall list who has the greatest seniority and who has the necessary qualifications for the position. If that teacher declines the position, the Board shall then offer the position to the teacher with the next most seniority on the recall list who has the necessary qualifications for the position. This process will be repeated while there are teachers remaining on the recall list who are qualified for the position and who have not declined the position.
2. A teacher who is offered re-engagement pursuant to Article C.23.1 shall inform the Board, whether or not the offer is accepted, within forty-eight (48) hours of the receipt of such offer.

3. The Board shall allow ten (10) calendar days from the acceptance of an offer under Articles C.23.1 and C.23.2 for the teacher to commence teaching duties, provided that where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed but not to exceed thirty (30) days.
4. A teacher's right to re-engagement under this Article is lost:
  - a. If the teacher refuses to accept two positions for which they have the necessary qualifications, one of which is of equal or greater FTE status than the position held at the time of layoff, or
  - b. If two years elapse from the date of layoff under this Article and the teacher has not been re-engaged, except teachers actively seeking employment by being available as a teacher-teaching-on-call whose re-engagement rights will be extended for an additional year.
5. Upon re-engagement, a teacher shall retain their continuing appointment recall status even though this re-engagement may be for a specified term and/or for a percentage of employment different from the continuing appointment recall status.
6. A teacher on the recall list shall have the responsibility of keeping the Human Resource Services Department informed of a change of name, address, or telephone number.
7. A teacher re-engaged pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of layoff.
8. **Benefits while on recall list**

A teacher on continuing contract who retains right of recall pursuant to Article C.23 of this contract shall be entitled, if eligible, and as long as not employed by anyone other than the Board on a full-time basis, to maintain participation in all benefits provided in this Agreement by payment of teacher's costs of such benefits to the Board, which assumes the payment of the employer's costs of such benefits.

#### **ARTICLE C.24 SEVERANCE PAY**

1. A teacher who is laid off is entitled to severance pay as follows:
  - a. Four weeks' pay for two but fewer than three years' seniority service.
  - b. Six weeks' pay for three but fewer than four years' seniority service.
  - c. Eight weeks' pay for four but fewer than five years' seniority service.
  - d. Twelve weeks' pay for five but fewer than six years' seniority service.
  - e. Sixteen weeks' pay for six but fewer than seven years' seniority service.
  - f. Eighteen weeks' pay for seven but fewer than eight years' seniority service.

- g. Twenty weeks' pay for eight but fewer than nine years' seniority service.
- h. Twenty-two weeks' pay for nine but fewer than ten years' seniority service.
- i. Twenty-four weeks' pay for ten but fewer than twelve years' seniority service.
- j. Twenty-eight weeks' pay for twelve but fewer than fifteen years' seniority service.
- k. Thirty weeks' pay for fifteen years' seniority service.
- l. Four additional weeks' pay for every year of seniority service thereafter in excess of fifteen years to a maximum total of one year's salary.

A teacher who is dismissed for just and reasonable cause is not entitled to severance pay.

- 2. A teacher who receives severance pay and is subsequently rehired shall retain any payment granted under the terms of this Article, with the exception of a teacher who is rehired within a two year period. The amount of repayments of severance pay by teachers rehired on continuing contracts within the two year period shall be based upon the number of teaching days remaining in the two year period. The formula to be applied is as follows:

- a. For teachers who were paid severance pay based upon full-time employment and who are rehired on a full-time basis:

$\frac{\text{severance pay}}{380} \times$	teaching days employed within the two year period following termination
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- b. For teachers who were paid severance pay based on less than full-time employment, or who were rehired on a less than full-time basis, the formula above will be amended to reflect the amended employment status within the intent of this section. Teachers who were paid severance pay recognizing part-time employment, and who were rehired on the same part-time basis, will not have the above formula amended.

The timing of severance pay refund payments shall be negotiated with the Board by the teacher concerned; the period for such refunds shall not exceed two years.

- 3. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of their termination.
- 4. One week's pay shall be defined as 5/195th of the annual salary placement at the time of termination.



## **ARTICLE C.25      CONTRACT OF EMPLOYMENT**

1. All teachers appointed to the teaching staff of the District shall be appointed on a continuing contract of employment unless filling a temporary vacancy.
2. A temporary vacancy is defined as a vacancy of 20 (twenty) days or less, a vacancy as a result of a leave of absence of one year or less, or a vacancy anticipated by the teacher to be 20 (twenty) days or more and that occurs after the commencement of classes during the current school year.
3. Teachers who fill temporary vacancies will be considered teachers-teaching-on-call. All temporary vacancies will cease to exist on the return of the continuing contract teacher, or at the end of each school year, except for short-term maternity leave, or when it is expected that the teacher assigned to that position will return from leave prior to the end of the next school year.
4. Teachers hired to fill vacancies created as a result of September enrolment increases will be appointed as continuing contract teachers.

## **ARTICLE C.26      DISCIPLINE AND DISMISSAL**

1. The Board shall not dismiss or discipline a teacher bound by this Agreement except for just and reasonable cause.
2. Differences respecting discipline or dismissal shall be subject to arbitration as set out in Article A.6 of this Local Collective Agreement.

### **Dismissal and Discipline for Misconduct**

3.
  - a. Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of that fact immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation. In any event the employee and the Association shall be notified at the earliest reasonable time and before any action is taken by the Board. The employee shall be advised of the right to be accompanied by a representative of the Association at any interview in connection with such investigation.
  - b. Where an employee has been suspended without pay on grounds set out in Part 3, Section 15(4) of the *School Act*, the employee shall be reinstated with full pay for the period of such suspension, unless on the final disposition of the matter the teacher is convicted of the offence charged or except in the case of concurrent or subsequent discipline action initiated by the Board under Section 15(7) of the *School Act*. Under these circumstances, an arbitrator shall have final authority for the recovery of salary.

4. The Board shall not release to the media or to the public, information in respect of the suspension or dismissal of a teacher until a Board hearing has been held, a decision has been made and an attempt has been made to contact the Association.
5. The decision of the Board, pursuant to the *School Act* Section 3, Part 15(5) shall be communicated in writing to the Association and to the teacher and shall contain a full and complete statement of the grounds for the decision.
6. The Board shall not suspend (nor shall the Superintendent suspend, other than a suspension to which the *School Act*, Part 3, Part 15(5) reasonably applies) or dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
  - a. The employee and the Association shall be given 72 hours notice of the hearing and a written statement of the grounds for the contemplated action.
  - b. 24 hours prior to the hearing, the employee and the Association shall be given all documents that will be considered at the hearing.
  - c. The Association on behalf of the teacher may file a written reply to the allegations prior to the meeting.
  - d. At such meeting the teacher shall be accompanied by a representative and/or advocate appointed by the Association, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to present witnesses on behalf of the teacher, and to ask questions of clarification, of procedure and information.
  - e. The decision of the Board shall be communicated in writing to the teacher and the Association and shall contain a full and complete statement of the grounds for the decision.
7. Notwithstanding Article A.6 of this Collective Agreement, where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that Article.
8. At an arbitration in respect of the discipline or dismissal of an employee, no material which has been removed from the file pursuant to Article E.25 (Teacher Files) may be presented.

### **Procedures For Dismissal When Based On Performance**

9. The Board shall not dismiss a teacher for performance except where the Board has received three consecutive reports indicating that the learning situation in the class or classes of the teacher is less than satisfactory.

10. The reports shall be prepared in accordance with the following conditions:
  - a. The reports shall have been issued in a period of not less than 12 or more than 24 months; such period not including any leave of absence granted under Article C.26.12.b.
  - b. At least one of the reports shall be a report of a Superintendent of Schools or an Assistant Superintendent of Schools.
  - c. The other two reports shall include reports of the Superintendent of Schools, or an Assistant Superintendent of Schools, or a Director of Instruction, or the principal of a school to which the teacher is assigned.
  - d. No more than one report may be undertaken by any one of the above evaluators.
11. Immediately after the first less than satisfactory report, a plan of assistance will be formulated and implemented to assist the teacher in overcoming the deficiencies. A reasonable period of time for improvement of performance shall be provided.
12. Where a teacher receives a less than satisfactory report, the teacher may:
  - a. Request a transfer, in which case the Board shall make all reasonable efforts to arrange the transfer of the teacher to a mutually agreeable assignment or school, or
  - b. Request and be granted leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation(s) shall be undertaken within the balance of the 24 months exclusive of the leave of absence period.
13. Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching situation, it shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.

## **ARTICLE C.27      TEACHERS-TEACHING-ON-CALL**

1. All rights and provisions of the contract shall apply to teachers-teaching-on-call (TTOC) filling temporary vacancies.
2. TTOCs shall be placed on the annualized basic salary scale and paid according to qualifications and experience from day one (1) when filling a temporary vacancy.
3. Teachers on the TTOC list will be considered for vacancies to which they apply in accordance with Article E.20.
4. TTOCs on short term assignments will be required to first complete the work as assigned by the teacher being replaced and, if time permits, then the work as assigned by the school within the regular school day.

5. Prior to the Board removing a teacher from the TTOC list, a meeting shall be arranged with the TTOC, their GVTA representative and members of the Human Resource Services Department.
6. Should the TTOC be removed from the list, reasons for the removal shall be provided to the TTOC and to the Association.
7. Actions as a result of this clause are grievable under Article A.6 of this Collective Agreement.
8. Should a decision to remove a TTOC from the TTOC list be upheld, the Teacher Regulation Branch may be informed.

## SECTION D WORKING CONDITIONS

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

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

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

Local language:

1. Class size limits for the allocation and deployment of classroom teachers shall be:

	Class Size Limit	Teachers Total Student Load
Intermediate (Grades 4-7)	29	
Multiage Intermediate Split	26	
Secondary (8 to 12)	30	210
Except:		
English/Socials	25	175
Computer Science	25	175
Science Labs/Home Ec.	24	168
I.E. Workshop	22	154
Min. Essentials	20	140

Special Education		
Mildly Mentally Handicapped MMH – Formerly Program 1	12	
Severe Learning Disabled SLD – Formerly Program 2	12	
Severe Behaviour Disorder SBD- Formerly Program 3	10	
Hearing Impaired	8	
Trainably Mentally Handicapped TMH	8	

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

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

2. When students with special needs are integrated into a regular class, that class shall be smaller than the class size limit and the flexibility factor will not apply.
3.
  - a. Additional enrolment after September 30 may result in these class size limits being exceeded by up to a maximum two students in the elementary grades 4 - 7.
  - b. Special education classes shall not include this flexibility factor.
  - c. No elementary class shall exceed its class size limit and flexibility factor.
4. Secondary classes which exceed the class size limits by three students (I.E. workshops by two students) or where the teacher's total student load exceeds the above standard, will be supported.
5. The number of students in a laboratory, shop or other specialized classrooms shall not exceed the number for which the facility was designed.
6. Total student load for band and choir shall not exceed 200 students per FTE teaching assignment unless the teacher requests a higher limit.

7. In emergent situations a principal may assign a student to a classroom on an interim basis for a maximum of one (1) week where in the opinion of the principal, no other immediate practical alternative exists. Wherever possible, teachers shall be given one (1) day notice of an emergency placement.
8.
  - a. When a principal registers a home-schooled student for participation in a specific program, the student will be assigned to the register of the teacher of that program and shall be counted as 1.0 FTE for the purpose of class size.
  - b. When a principal registers a home-schooled student for assessment or evaluation, the student will be assigned to the learning assistance teacher and counted as .25 FTE for the allocation of teaching staff.

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

No provincial language.

Local language:

1. If after consultation with school and/or District specialist staff, the teacher determines that there are students in their class who significantly affect classroom management, routines, or instruction, (including students with disruptive, hyperactive, or inappropriate social behaviour, with communication or language disorder or with emotionally disturbed tendencies), they may refer such students to the school-based team for consideration.
2. The school-based team, together with the classroom teacher, shall meet to consider the referral.
3. The school-based team will make recommendations to the Assistant Superintendent as to how to handle the situation. Such recommendations may include but not be limited to:
  - a. Adjustment to the student's program.
  - b. Further assessment.
  - c. Alternate placement.
  - d. Consideration of alternate teaching strategies.
  - e. Release time for the enrolling teacher and other school-based personnel as may be required to facilitate ongoing assessment and consultation.
  - f. Other assistance as agreed to by the enrolling teacher.
4. The Assistant Superintendent shall respond within two weeks to the chair of the school-based team.
5. For the purposes of this Article "students with special needs" shall include:
  - a. Low Incidence Categories:**
    - i. dependent handicapped,
    - ii. moderately mentally handicapped,
    - iii. severely handicapped,
    - iv. physically handicapped,

- v. visually impaired,
- vi. hearing impaired,
- vii. autistic.

**b. High Incidence Categories:**

- i. severe learning disabled,
- ii. mildly mentally handicapped,
- iii. severe behaviour,
- iv. alternative school students/rehabilitation.

**c. Other Students With Special Needs**

- i. Students entering the District at Kindergarten or from other Districts, who have previously been identified as students with special needs pursuant to (a) and (b) above and who have been approved through the District screening process.
- ii. Students transferring from another school in the District who have previously been identified and screened through the District process as students with special needs pursuant to (a) and (b) above.

6. For the purposes of this Article, "school-based team" shall include:

- a. Potential receiving teacher(s).
- b. An administrative officer.
- c. School or District professional personnel.
- d. Other appropriate personnel.

Where applicable the parent(s) and/or student may augment the school-based team.

7. The school-based team is responsible for ensuring that the following is carried out by the appropriate person(s):

- a. Identification and diagnosis.
- b. Prescription of program, preparation for placement, and placement.
- c. Evaluation of student progress.

8. Every effort will be made to provide the following prior to the integration of students with special needs into a regular class. This will be done in consultation with the school-based team and the receiving teacher(s).

- a. Pertinent educational, physical and medical information.
- b. A positive educational experience for the student and for the remainder of the class.
- c. Any additional resources and equipment necessary to assist in the integration process.



- d. Appropriate facilities including such items as the access to intercom, access/egress passages and washroom facilities.
  - e. The alteration of facilities as may be necessary.
  - f. An adjustment of class size dependent on class composition.
  - g. The provision of child-specific training and special needs inservice during class time.
9. Where a student with low incidence special education needs is integrated into a regular classroom for 50% or more of their timetable, the teacher shall receive additional preparation time equivalent to three (3) hours per month, for review, consultation and program development.
  10. The regular classroom teacher will not be responsible for the development of the IEP (Individualized Educational Plan).
  11. The Board shall make every effort to ensure that no more than two students with special needs are integrated in any regular classroom at the same time.
  12. The Board shall provide a continuum of options for the placement of students with special needs commensurate with the resources of the Board.

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

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

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

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:231 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:66 ESL/ELL students	Former LOU No. 5 (2000)

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

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

**[See also Article D.21 Hours of Work and Preparation.]**

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

1.     Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2.     Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3.     In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4.     If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
  - a.     The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b.     In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.

- c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - iv. The hearing shall commence within a further ten (10) working days; and
  - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
  
- 6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

#### **ARTICLE D.6 ALTERNATE SCHOOL CALENDAR**

- 1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
- 2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
- 3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
- 4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
- 5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.

6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and
  - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

## **ARTICLE D.20      REGULAR WORK YEAR**

1. The annual salary established for employees covered by this Agreement shall be payable in respect of the teachers' regular work year which year is defined by the *School Act* and its regulations.
2. All days in the regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, winter break and spring break.
3. The last day in the teachers' regular work year shall be an administrative day and no teacher shall be required to offer instruction.
4. The teachers' regular work year shall include professional development days as set out in Article F.21.
5. Any work performed by teachers covered by this agreement beyond the teacher's regular work year shall be voluntary and compensation shall be paid at 1/195 of the regular salary scale. The request for work must be in writing from the Board.

6.
  - a. Notwithstanding Article D.20.5, counselors may be required to work outside the teacher's regular work year, but shall not be required to exceed the total number of days in the teachers' regular work year without compensation.
  - b. By June 1, the tasks, dates and counseling personnel required for the school's program needs beyond the teachers' regular work year shall be decided by mutual agreement of the counselors and the principal.
  - c. Counselors required to work beyond the teachers' regular work year will be compensated by equal time off at a mutually acceptable time during the school year.
7. No teacher shall suffer loss of pay in the event of a Board ordered school closure or cancellation of student attendance. No teacher shall be required to report to work in either of the above circumstances.

#### **ARTICLE D.21 HOURS OF WORK AND PREPARATION**

1. Effective September 1, 1994, the maximum length of the instructional week for elementary teachers shall be 1500 minutes which shall include a maximum of 1325 minutes (1315 minutes effective June 30, 2019) of teaching, a minimum of 75 minutes for recess and a minimum of 100 minutes (110 minutes effective June 30, 2019) for preparation time.
2. The maximum length of the instructional week for secondary teachers shall be 1650 minutes which shall include an average of not more than 1345 minutes per week of teaching in each instructional cycle, exclusive of period change and teacher advisor time, and shall provide for a minimum of 12.5% of the classroom instruction cycle for preparation time.
3. Part-time teachers of .4 FTE or more assignment will receive preparation time for classroom instruction prorated according to their FTE status. When scheduling makes partial preparation time assignment impractical, salaries shall be increased on a prorated basis.
4. The maximum length of the instructional week for middle school teachers shall be 1,588 minutes which shall include a maximum of 1,345 minutes of teaching, a minimum of 75 minutes of nutrition breaks and a minimum of 168 minutes of preparation time.
5. Each year, following the Spring Staffing Process, teams will be established by the Principal in consultation with the staff. There shall be up to 15 team meetings scheduled during each school year, comprised of 42 minute blocks of the preparation time referenced above. Meetings will not exceed 42 minutes except with the agreement of the Principal and all members of the team.

6. The scheduling and agenda setting of the team meetings will be done by the Principal in consultation with each team. These meetings are to address individual student needs and specific team matters and are not intended to deal with staff meeting or staff committee agenda items.
7. Teachers who are required to attend the fifteen team meetings during their preparation time during the school year will be entitled to an additional full 1.4 days of preparation time in that school year. Such preparation time will be provided to the teachers only on designated Curriculum Completion Days (days of instructions for the purpose of the School Act). Preparation time that would have otherwise been provided on these days will not be rescheduled except in the case of a Board-ordered school closure. Curriculum Completion Days will be established and designated by the Principal in consultation with the Staff Committee at each middle school.
8. Teachers are required to be in attendance at school (or an alternate location as approved by the Principal) for such preparation time on curriculum completion days as these are days of instruction. Teachers who are not entitled to the additional preparation time on a designated Curriculum Completion Day will be required to supervise and assist students in attendance with curriculum activities, in their regularly scheduled teaching time. Such work will be distributed in an equitable manner among these teachers.

[See also MOU re: Extension of Spring Break.]

#### **ARTICLE D.22 SUPERVISION**

1. No teacher shall be required to perform supervision duties at noon hour, recess, before or after school.
2. It is understood that “shall be required” does not preclude a teacher from performing supervision duties if the teacher so wishes.

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

The Board and Association value extra-curricular activities as a positive and integral part of the school program and culture.

1. Extra-curricular programs and activities include a wide range of athletic, cultural, service and recreational activities that are beyond the provincially prescribed and locally developed curricula of the school and which are beyond the regularly prescribed hours of instruction.
2. The Board and the Association agree that teacher participation in extra-curricular activities is voluntary.
3. The Board shall not direct that extra-curricular activities be performed; nor shall the Association take action to withdraw extra-curricular activities during the term of this Agreement.

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

1. The School Staff Committee shall have the right to provide advice and recommendations regarding the frequency, duration, and timing of regular staff meetings.
2. By school opening, the staff will be informed of the dates of regular staff meetings.
3. All teaching staff shall have access to the agenda-setting process. Agendas will be made available to all teaching staff prior to the staff meeting. The agenda may be amended at the meeting.
4. A meeting in addition to the regular staff meetings may be called to deal with an emergent issue that could not have been anticipated and cannot wait until the next staff meeting.
5. Written minutes of staff meetings shall be kept and circulated to all staff members. No member of the teaching staff shall be required to take minutes.

## **ARTICLE D.25 TECHNOLOGICAL CHANGE**

1. For the purposes of this Agreement, the term “Technological Change” shall refer to introduction of equipment and its related material or processes.
2. The process to be followed where the Board intends to introduce equipment and its related material or processes which affects the terms and conditions or security of employment of members of the Association shall be:

- a. Notice and Discussion

When it is determined that the introduction of a technological change is under consideration or is to be introduced, the Board shall notify the Association in writing. Such notice shall be given at least ninety (90) days before the date on which the Board proposes to introduce the technological change. Once such notice is given, the Board agrees to discuss the matter with the Association.

- b. Information to be Provided

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

- i. the nature of the change,
- ii. effective date of the change,
- iii. the approximate number, type and location of Association members affected by change,
- iv. the anticipated effects the change may have on Association members.

The Board shall update this information as new developments arise and modifications are made.

- c. Once notice of a technological change has been given pursuant to Article D.25.2.a and prior to implementation of the change, the Board will determine, in consultation with the Association, the options for the employees affected by the change. The options shall include, but not be limited to, retraining, transfer and severance.
3. Where the parties are unable to resolve a dispute arising from the intended technological change, the matter is grievable under Article A.6 of this Local Collective Agreement.

#### **ARTICLE D.26 HEALTH AND SAFETY**

1. Classes shall be conducted in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective teaching.
2. Where the situation is of immediate danger to the teacher or students, the teacher shall act accordingly and then report the situation to the principal.
3. Other specific health and safety problems shall be reported to the principal. If the situation is not rectified, the concern shall be processed through the grievance procedure as outlined in Article A.6.
4. Teacher involvement in administering medication to students shall be as outlined in the District Policy and Regulations 5141.20 Oral/Topical Medication (attached as an addendum to this contract).
5. Administrative procedures shall be established for the emergency evacuation of students with special needs.



## **SECTION E PERSONNEL PRACTICES**

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

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

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

#### **1. General**

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

## 2. Definitions

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

### 3. Resolution Procedure

#### a. Step 1

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

#### b. Step 2

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

#### c. Step 3

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

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

Where practicable the request(s) will not be denied.

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

#### **4. Remedies**

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - i. reinstatement of sick leave used as a result of the harassment;
  - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
  - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.

- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

## **5. Informal Resolution Outcomes**

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

## **6. Training**

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

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

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

## **ARTICLE E.20 POSTING AND FILLING OF VACANCIES**

1. For purposes of posting, a vacancy is defined as a teaching position in the District that:
  - a. is newly created,
  - b. is available after the result of internal reassignment pursuant to Article E.21,
  - c. is of more than forty (40) working days in duration, spread over no more than sixty (60) consecutive working days,

- d. has been permanently vacated by the incumbent, or
  - e. has been vacated by the incumbent on a leave of absence,
  - f. and which the Board considers necessary to fill to meet District education needs.
2. As soon as they become known, vacancies of forty (40) working days duration or longer shall be posted for a period of five (5) working days and available on the District online web-based posting site, in all schools and/or work sites maintained by the Board. A copy of each posting shall be forwarded, at the time of posting, to the Association. Vacancies of fewer than forty (40) working days, spread over no more than sixty (60) consecutive working days shall not be posted and shall be filled by a TTOC.
3. All job postings shall contain the following:
  - a. a description of the position to be filled, including subject area(s), grade level(s), work location, full time or specified part time, and any other salient description information;
  - b. closing date for application, start date for the position, and if applicable, end date;
  - c. necessary qualifications, pursuant to Article C.21, which are required for the position.
4. Postings and application forms for all teaching positions shall not include a reference to extracurricular activities, nor shall extracurricular activities form a part of any contract of employment.
5. The Board will post and fill summer school positions using the process set out in the Collective Agreement in Article E.20.
6. Mobility Rounds
  - a. During the spring staffing process there will be two mobility rounds.
  - b. These mobility rounds will involve continuing positions of .7 FTE or greater that are vacant and such positions are open to continuing contract teachers of .7 FTE or greater. Such vacancies will include those due to retirements, resignations, and positions created due to enrollment increases if such positions continue into the next school year.
  - c. Where a teacher has a combination of positions in a single teaching area totaling .7 FTE or greater, they shall be able to apply for mobility round positions.

- d. A “single teaching area” is defined as: exploratory tech ed; exploratory home economics; exploratory visual arts; exploratory computer ed; middle school band and/or choir; music (including band, choir, strings, and prep); dance; counselling; library and/or library prep; special education; Reading Recovery; ELL.
  - e. This definition will be reviewed annually.
  - f. Notwithstanding the requirements of E.20.2 to post positions “as soon as they become known,” these postings will be done in a batch fashion, and will be posted for 2 teaching days and filled within 3 teaching days of the closing date during each mobility round.
7. June Round and Summer Posting Round
- a. Following the placement of excess to school needs teachers, positions posted in June and July are open to all teachers and will be filled in accordance with E.20.10 of the Collective Agreement except that vacancies shall be filled no later than ten (10) working days following the closing date for applications. These positions will be posted with a closing date no later than five week days before the school year begins.
  - b. Notwithstanding E.20.10 below, for postings that occur after layoff notices are issued and prior to the date of layoff, if a teacher in receipt of layoff applies for a continuing posting for a position of equivalent or lower FTE from which they have been laid off, they shall be given preference above all other candidates. If more than one teacher in receipt of a layoff notice applies, the senior of those teachers is given preference. Placement into the position shall be considered a recall (or partial recall) of the teacher. The teacher shall retain their FTE entitlement and status even if the posting for which they applied for is a lower FTE.
8. September batch posting
- a. Notwithstanding the requirement in Article E.20.2 of the Collective Agreement to post positions “as soon as they become known”, all vacancies arising after the postings in the June and Summer Rounds occurring up to the second Thursday after Labour Day will be held and posted as a batch posting on the second Friday after Labour Day. These positions are open to all candidates and will be filled in accordance with Article E.20.10 and the Letter of Understanding re: Staffing Processes. These postings will be done in a batch fashion and will be posted for two working days and filled within three working days of the closing date.
9. Applicant Preference listing during Mobility, June, Summer and September batch postings: When applying for positions regarding any of the postings, the applicants will list their preferences for positions in priority order and commit to accepting positions in accordance with their listed preferences if awarded to them.



10. All vacancies shall be filled in the following manner, save and except for the application of Articles E.20.2 above, E.21, E.22, C.23.1, D.20.5 and C.26.12:
  - a. Except for the mobility rounds, all members of the bargaining unit are eligible to apply for all vacancies.
  - b. Board personnel shall review all applications. From such applications, the applicant with the greatest seniority as defined in Article C.2 shall be given preference, provided that they possess the qualifications as set out in Article C.21 of this Agreement. Where a junior teacher is selected, their ability to perform the teaching position shall be demonstrably higher than more senior candidates.
  - c. Unless otherwise noted, vacancies shall be filled no later than five (5) teaching days following the closing date for applications, where qualified internal applicants have applied.
  - d. If there is no qualified internal candidate, the Board shall consider all other teachers who applied, before external applicants are considered.
11. Vacancies which arise after the start of school in September shall be posted as temporary and filled in the following manner:
  - a. If the successful applicant is currently employed in another full-time position, or in a part-time position which may conflict with the scheduled assignment of the vacant position, the successful applicant shall fill the position at a mutually agreeable time, but no later than the start of the next school year.
  - b. In the intervening period, the position shall be filled by a teacher-teaching-on-call.
12. The name of the successful applicant shall be sent to the Association.

## **ARTICLE E.21 INTERNAL REASSIGNMENT AND ASSIGNMENT IN SCHOOL**

### **1. Internal Reassignment**

- a. The term “internal reassignment” refers to any teacher on a continuing contract of employment who assumes a vacant continuing position in the same school, with a subsequent posting of that teacher’s position rather than the original vacancy.
- b. Before the Human Resource Services Department is informed of a vacancy in a school, the Administrative Officer will provide an opportunity for employees on a continuing contract of employment in accordance with Article E.21.2 to assume the vacant continuing position through internal reassignment at a mutually agreeable time.

- c. Where an original vacancy results in a series of internal reassignments, the position ultimately posted will be that vacated by the teacher who last receives an internal reassignment.
- d. Once a vacancy is posted, it is not subject to variation as a result of internal reassignment prior to the posted position being awarded to the successful applicant. Thereafter, it is subject to alteration due to normal school reorganization.
- e. Teacher-Librarian assignments will not be subject to internal reassignment. In secondary schools internal reassignment for counseling blocks will be restricted to teachers already or formerly in the counseling department within a school.
- f. In secondary schools, after the process of internal reassignment, when a teacher-librarian or counseling position is posted and it contains additional subjects that the qualified counseling or teacher librarian applicant is not qualified for, the qualified teacher-librarian or counselling applicant will be awarded the teacher-librarian or counseling portion of the assignment. If unassigned blocks are available within the school for which the applicant is qualified, those blocks will be substituted up to their FTE entitlement of the posting if possible. If there are not enough/no unassigned blocks available, the applicant will agree to an involuntary reduction. The applicant will retain the FTE entitlement of the posting.

## **2. Assignment In School**

- a. The staff at each school is encouraged to develop a collegial process for determining the timetable and assignments available for the subsequent school year.
- b. In consideration of E.21.2.a above, prior to May 15 in each school year, the staff committee shall have the opportunity to meet with the appropriate administrative officer(s) in the school to discuss and review the timetable and assignment available for the subsequent year.
- c. Assignment within the school shall be based on the following factors: District seniority, training, experience, equitable distribution of workload and personal preference of the teacher. Assignments within the school shall be made in a fair and reasonable manner.
- d. A teacher who is not satisfied with their proposed assignment may appeal said assignment to the principal of the school.

[See Letter of Understanding Re: Staffing Processes]

## **ARTICLE E.22      TRANSFER OF TEACHER DECLARED IN EXCESS TO SCHOOL NEEDS**

1.     The principal in formal consultation with the teaching staff as outlined in Article A.23, will determine the program needs in each area for the next school year. Program areas having teachers excess to needs will be identified by the principal and communicated to staff.
2.     The principal will make a request for teachers in the identified program area(s) to volunteer to be declared excess to school needs.
3.     If a sufficient number of teachers do not volunteer to be declared excess to school needs, then the teacher(s) with the least seniority will be declared excess to school needs. Seniority and qualifications will be defined by Article C.2 and Article C.21 of this Agreement.
4.     Teachers declared excess to needs will be notified both verbally and in writing by the principal, including the reasons for the declaration. A copy of the written notification must be forwarded to Human Resource Services.
5.     Once written notifications have been provided to all teachers in excess to school needs district wide, Human Resource Services will provide these teachers an opportunity to indicate their preferences. Prior to the unrestricted posting of teacher vacancies for the next school year under Article E.20, and in consultation with the GVTA, a list reflecting available positions, teacher qualifications, and the teacher’s preferences will be offered to each teacher. The teacher shall choose a position from this list.
6.     Prior to May 1<sup>st</sup> of each school year, the Parties will meet to undertake the consultation as set out in Section 5 of this Article.
7.     Teachers transferred due to excess to school needs during the current year will be provided with three (3) days relief time once the transfer is confirmed.
8.     The Association may refer a dispute under this article to Step 3 of Article 6 (Grievance Procedure) of the Collective Agreement.
9.     Involuntary Reduction
  - a.     An involuntary reduction results when there is insufficient work in a school to fulfill the teacher’s entitlement. The teacher may choose to take a reduced assignment, which allows them to stay at the school.
  - b.     Where a teacher takes a reduced assignment, as a result of there being insufficient work in their school, the teacher will sign an “Involuntary Reduction in Assignment Memorandum”, which will stipulate the assignment change. The reduction will be treated as a partial lay-off with the teacher retaining the right to return to their stated entitlement under the terms of Article C.23. If the circumstances that gave rise to the reduction persist in the subsequent school year, a new memorandum with appropriate assignment details will be signed by

the teacher and principal. If requested by the teacher, the District will supply documentation required by the Teacher Pension Plan to allow the purchase of service in the amount of the reduction.

- c. It is further agreed that when the teacher is offered continuing contract work within the school, to which they are entitled under the terms of Article C.23, the offer will be recorded and initialed on the above referenced Memorandum. If a teacher refuses two offers to increase their assignment, pursuant to Article C.23, the teacher's right to return to their former entitlement will be lost. The Memorandum will be reviewed annually. Copies of the Memorandum and any subsequent changes will be kept in the teacher's employment file at the school and in the teacher's personnel file in the Human Resources Services Department.

[See Letter of Understanding Re: Appeals During Staffing Process]

## **ARTICLE E.23      EVALUATION OF TEACHERS**

1. The purpose of supervision and evaluation is to acknowledge and support effective instruction.
2. All formal evaluation on the work of a teacher, including teachers-teaching-on-call, shall be in writing.
3. a. All teachers hired to the District without any previous experience (i.e. 0 increment placement) will be evaluated during the first year using the following process:
  - i. the evaluator meets with the teacher and describes the purposes and requirements for formal evaluation. This first evaluation will be carried out by a school administrator;
  - ii. the evaluator, in consultation with the teacher being evaluated, identifies and clarifies the criteria to be used in the evaluation;
  - iii. the evaluator and teacher determine a schedule for observation and methods to be used in the collection of descriptive information;
  - iv. the evaluator shall discuss with the teacher the process by which the evaluation shall take place, which shall include:
    - (1) pre-observation conferences
    - (2) classroom observations
    - (3) post-observation conferences
    - (4) a written summary of the post-observation conferences;

- v. the evaluator prepares a draft report on the teacher's performance and discusses the content with the teacher. Revisions are made, if necessary, to the draft report.
- b. Teaching reports are to be submitted to the appropriate Zone Assistant Superintendent, with a copy to Human Resource Services and the teacher, by January 31.
- c. A plan of assistance will be formulated and implemented to assist a teacher in receipt of a less-than-satisfactory report. This plan will be developed jointly by the school administration, District personnel, and the GVTA, in consultation with the teacher. A reasonable amount of time for improvement of performance shall be provided within the first year of teaching.
- d. A second evaluation will be completed by an Assistant Superintendent following the implementation of the plan of assistance. The process to be used will be as in steps (a) (ii) through (v) above.
- e. Teachers who receive a satisfactory report under this process will not be subject to this process a second time.

**4. The formal evaluation of teachers is carried out as a series of steps:**

- a. The evaluator(s) meets with the teaching staff and describes the purposes and requirements for formal evaluation.
- b. The evaluator, in consultation with each teacher being evaluated, identifies and clarifies the criteria to be used in the evaluation.
- c. The evaluator and teacher determine a schedule for observation and methods to be used in the collection of descriptive information.
- d. Data are collected from not less than three (3) nor more than six (6) formal classroom observations, unless agreed upon by the teacher and the evaluator.
- e. The evaluator shall discuss with the teacher the process by which the evaluation shall take place, which shall include:
  - i. a pre-observation conference about the lesson(s) to be observed,
  - ii. classroom observation,
  - iii. a post-observation conference, followed by a written summary, both of which shall occur as soon as practicable.
- f. The evaluator prepares a draft report on the teacher's performance and discusses the contents with the teacher. Revisions, if necessary, are made to the draft report and the final report is submitted to the Superintendent of Schools by April

30. An extension may be made up to the end of the school year if agreed upon by the evaluator and the teacher.
- g. Prior to submission of the report, the teacher shall sign the report to indicate that they have had an opportunity to read and discuss the report with the evaluator.
5. The content of a teacher report shall be an objective description of a teacher's performance as well as evaluative comments related to the teacher's performance. The major focus of the report shall relate to the teacher's primary area(s) of qualifications.
6. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be attached to and filed with all copies of the report.
7. Participation in Association activities or matters not directly related to teaching performance are outside the scope of evaluating and reporting on the work of a teacher.
8. After ten (10) accumulated days in one year at one school and at the request of a teacher-teaching-on-call, the principal or vice principal shall complete an evaluation on the teacher-teaching-on-call based on a process mutually agreed upon by the teacher-teaching-on-call and the evaluator.
9. Any dispute with respect to the application of procedures contained in this Article, or the contents of any report is grievable under A.6 of this Collective Agreement.
10. Any information which is provided to others which affects the placement, transfer or rehiring of a teacher shall be made known to that teacher with an opportunity being provided for the teacher to respond.
11. For the purpose of this Article, the evaluator shall be the principal or vice principal, or, where applicable, the person defined in Article C.26.10.

#### **ARTICLE E.24 EMPLOYEE ASSISTANCE: FALSE ACCUSATION**

1. The following circumstances shall result in the Board assuming all reasonable direct legal costs not assumed by the BCTF of any teacher who has been found to be falsely accused of child abuse in the direct course of exercising their duties:
- a. When an investigation by the Board found that allegations brought against the teacher were false, or
- b. When a teacher was acquitted of criminal charges by the courts.
2. When a teacher has been cleared of charges of misconduct brought by the Board and when the arbitrator has not awarded costs, the teacher may apply to the Board for costs.

## **ARTICLE E.25      TEACHER FILES**

1.     There shall be only one (1) personnel file for each teacher, and that file shall be maintained at the Board office. The personnel file shall contain only material relevant to the employment of the teacher.
2.     Teachers have the right to review their file. Teachers shall inform the Board of any inaccuracies or omissions regarding the information in their file.
3.     After receiving a request from a teacher, the Superintendent of Schools or designate, shall grant access to that teacher's file without delay.
4.     An appropriate Board official shall be present when a teacher reviews their file. The teacher may also be accompanied by an individual of their choosing.
5.     Material critical of the teacher, or in the nature of a reprimand, may only be placed in the personnel file as described in Article E.25.1 above.
  - a.     When such material is placed in the teacher's file, the teacher shall receive a copy without delay.
  - b.     A teacher shall have the opportunity to attach a written rebuttal to any material critical of the teacher, or in the nature of a reprimand, contained in the personnel file.
  - c.     The teacher may apply to have this material removed three (3) years after the filing provided that no further material of that nature has been subsequently filed. Such request shall not be unreasonably denied.
6.     Personnel files shall be in the custody of the Superintendent of Schools at the Board offices and shall be accessible only to the employee, to the Association with written agreement of the employee and to the appropriate administrative/Board officials of the School District. Access to personnel files shall be restricted to reasons relevant to the employment of the teacher.
7.     One (1) school-based file may be maintained at the teacher's current assignment.
  - a.     That file shall be held by the principal in a secure and confidential manner.
  - b.     On request, each teacher shall have access to their file without delay.
  - c.     This file shall be given to the teacher upon request when the teacher leaves that school.
8.     If any information contained within the files above is stored electronically then a note to that effect must be placed in the file with electronic filing details, and this file data must be deleted when the teacher leaves the school or when it is removed as per E.25.7.c above.

## **ARTICLE E.26      TEACHER IN CHARGE**

1.    a.    A teacher may be appointed as Teacher in Charge in accordance with this Article.
- b.    In the event that all administrative officers assigned to the school are absent from the school, the Teacher in Charge may be requested to assume the duties specified in this Clause.
- c.    A teacher appointed Teacher in Charge shall attend to routine administrative matters, matters of safety and security and emergent matters that may arise, with assistance as required from the Board office or a designated administrative officer from another school.
- d.    While acting as a Teacher in Charge, the teacher is covered by all terms and conditions of this agreement.
- e.    Where absences of administrative officers continue for more than five (5) consecutive school days, the Teacher in Charge will assume all administrative duties, excluding only formal evaluation of instruction and personnel.
- f.    Whenever possible the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function. A teacher has the right to refuse to act as a Teacher in Charge except in emergencies.
- g.    Where the appointment of a Teacher in Charge is less than one (1) day a teacher-teaching-on-call may be provided; but where the appointment is for one (1) or more days, a teacher-teaching-on-call shall be provided to relieve the Teacher in Charge of regular teaching duties.
- h.    Rate of Compensation (see Article B.21.2)

## **ARTICLE E.27      EDUCATIONAL ASSISTANTS**

The purpose of this article is to clarify the working relationship between teachers and educational assistants.

1.    The Board may employ educational assistants to assist teachers in carrying out their responsibilities and duties as defined in the *School Act*.
2.    A teacher who has been assigned an assistant by the principal:
  - a.    is responsible for the instructional program, and
  - b.    assigns duties to the assistant.



## **ARTICLE E.28 NO DISCRIMINATION**

1. There will be no discrimination against any applicant to a position covered by this Agreement or against any member of the bargaining unit on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, whether the member has children, or is found to be HIV positive.
2. Nor shall a member be discriminated against due to participation in the activities of the Association, carrying out duties as a representative of the Association, involvement in any procedure to interpret or enforce the provisions of the Collective Agreement, or filing a grievance and having a grievance upheld.

## **ARTICLE E.29 RACE RELATIONS**

1. The Board and the Association do not condone and shall not tolerate any expression of racism.
2. Any written allegation of racism made by a member of the Association shall be jointly investigated by the Superintendent of Schools and the President of the Association for report to both parties.

## **ARTICLE E.30 SCHOOL ACT APPEALS**

To ensure the effective participation of a teacher when an appeal is filed under Section 11 of the School Act and Board By-Law 9330.1 of a decision of an employee covered by this agreement:

1. The Board shall first ensure that the appellant has discussed the issue with the employee(s) who made the decision before hearing the appeal unless the Board believes the discussion would not promote resolution of the issue. Reasons for hearing the appeal where no discussion between the teacher and the appellant has taken place will be supplied to the teacher.
2.
  - a. The employee and the Association shall, without delay, be notified of the appeal and shall be entitled to receive copies of all written information relating to the appeal that is not protected by the Freedom of Information and Protection of Privacy Act.
  - b. The employee and an Association representative shall be entitled to attend each step of the appeal process.
  - c. The employee shall have the opportunity to provide a written reply to any information or statements contained in the written appeal or accompanying documents.
3. The Board's process for dealing with appeals shall not abrogate any right, benefit or process the employee would otherwise be provided by law.

## **ARTICLE E.31 COMPLAINT PROCESS**

1. School based administrators shall inform the educational community, in writing, of the complaint process set out in Board Regulation 1155 by September 30<sup>th</sup> of each school year.
2. If any complaint involves potential misconduct, the investigation protocol agreement and article C.26 shall apply.
3. When a member of the educational community raises a concern involving a teacher to a principal or other representative of the Board:
  - a. The community member will be advised to speak directly with the teacher involved.
  - b. If they agree, the process outlined in Board Regulation 1155 will apply.
  - c. If the person is unwilling to speak directly with the teacher involved, the principal or other Board representative may hear the concern.
    - i. Except in extraordinary circumstances where doing so would prevent successful resolution of the concern, the principal or other Board representative will inform the teacher of the substance of the concern and will also advise the educational community member that the teacher will be so informed.
    - ii. If the matter does not involve potential misconduct, no further action will be taken or Regulation 1155 will be followed from Step II (Facilitated Contact).
  - d. Where a complaint is initiated at step one of Board Regulation 1155 directly with the teacher, they may request that the principal assist in resolving the concern. In the event that a complaint is moved to step two of Board Regulation 1155 under Article E.31.3.c.ii above the principal will prior to step two advise the teacher of the formal complaint.

## **SECTION F      PROFESSIONAL RIGHTS**

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

1.      The Board and Association agree that provision of professional development of staff is a joint responsibility of the Board and of the Association. The Board and Association shall jointly establish a Professional Development Fund for the purpose of promoting professional development of the teaching staff of the school District.
2.      The Professional Development Fund shall be administered by a designate of the Association.
3.      Effective July 1, 1994, the amount budgeted for the Joint Professional Development Fund shall be \$145.00 per FTE teacher as of September 30 of each school year. The Board's contribution to this fund shall be 60% of the budgeted amount. The Association's contribution to this fund shall be 40% of the budgeted amount. The Joint Professional Development Fund thus established will include provision for teacher-teaching-on-call costs.
4.      Teachers-teaching-on-call shall have access to the Joint Professional Development Fund on the same basis as the other teachers in the District.
5.      The Joint Professional Development Fund will not be required to finance educational change or curriculum implementation in the District.

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

1.      Two of the five professional development days shall be set aside for common District-wide professional development for all teachers during each school year. These days shall be chosen by the Association in consultation with the Superintendent of Schools prior to April 30 in the preceding year.
2.      These two (2) professional development days shall be jointly organized and funded by the Board and the Association. Any activities jointly planned shall be funded separate from and in addition to the Joint Professional Development Fund.
3.      The remaining professional development days will be used for school-based professional development.

## **ARTICLE F.22 CURRICULUM IMPLEMENTATION**

1. The Association recognizes the authority of the Board to implement curriculum changes.
2. There shall be an ongoing Joint Committee on Curriculum Implementation (JCCI) consisting of an equal number of representatives of the Association and the Board. The mandate of this committee is to investigate, analyze and recommend implementation processes for educational change in the District.
3. The JCCI shall provide recommendations for the allocations of all funds to the District which are designated by the Ministry of Education, Skills & Training for the implementation of educational and/or curriculum change.
4. Subcommittees or additional committees formed to deal with the implementation of specific educational and/or curriculum change shall be under the direction of and report to the JCCI.
5. The Board, after receiving the recommendation of the JCCI, shall make available inservice opportunities to each Association member affected by the educational change. When inservice is made available during regularly scheduled instructional hours, teacher-teaching-on-call costs shall be provided by the Board.

## **ARTICLE F.23 PROFESSIONAL AUTONOMY**

1. Teachers shall, within the bounds of this Agreement and consistent with the requirements of the prescribed curriculum, have individual professional autonomy so long as it is consistent with effective educational practice.

This autonomy may be exercised in determining the methods of instruction and the planning, presentation and evaluation of course materials in the classes to which they are assigned.

## **SECTION G LEAVES OF ABSENCE**

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

**PCA Article G.1 is not applicable in SD 61 (Greater Victoria). See G.1.4 below.**

#### **Local Provisions**

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

**[See Article G.20 Sick Leave, for sick leave use and accrual]**

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

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

3. Compassionate care leave supplemental employment insurance benefits:

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

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

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

**[See also Article G.22.3 Bereavement, Emergency and Personal Leave for short term compassionate leaves.]**

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

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

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

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

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

1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee's immediate family. [**See also Article G.4.6**]

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

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
  - b. Any person who lives with an employee as a member of the employee's family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.
  3. In addition to leave provided in clauses 1 and 2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of this clause "family member" means:

- a. in relation to an employee:
  - i. a member of an employee's immediate family;
  - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses; [**See also Article G.4.5.**]
- b. in relation to an employee's spouse or common-law partner or same-sex partner:
  - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

[**See Article G.4.7 and G.4.8.**]

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

### **Local Provisions:**

5. Two (2) days leave with pay shall be granted on the death of an aunt, or uncle. If the teacher can demonstrate a need, up to two (2) additional days for travel shall be granted with the cost of the teacher-teaching-on-call (TTOC) to be borne by the Board.
6. Where leave is granted under Article G.4.1 or Article G.4.5, at the request of the teacher up to five (5) additional days will be granted with pay. TTOC costs to be borne by the teacher.
7. In the event of the death of a relative not mentioned above in Article G.4.1, or a friend of a teacher, the teacher shall be entitled to one-half day (one day if the funeral is outside the Capital Regional District) with pay, to attend the funeral. TTOC costs to be borne by the Board.
8. Where leave is granted under Article G.4.7, if the teacher can demonstrate a need, up to two (2) additional days for travel shall be granted with pay. TTOC costs to be borne by the teacher.

**[See also Article G.22.3 Emergency and Personal Leave.]**

### **ARTICLE G.5 UNPAID DISCRETIONARY LEAVE**

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

#### *Implementation:*

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



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

[Note: Article G.6 Leave for Union Business is not applicable in S.D. No. 61 (Greater Victoria). See also Article A.22 Secondment and Release Time.]

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: Article G.6.1.b applies for the purposes of Article A.10 only.]

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

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

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

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

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

1. A teacher shall be granted leave upon request to accept a position if the teacher is:
  - a. Replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
  - b. Their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).

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

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

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

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

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

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

[Note: Article G.11 Cultural Leave for Aboriginal Employees is not applicable in S.D. No. 61 (Greater Victoria). See. LOU No. 14 Re: Cultural Leave for Aboriginal Employees]

## **ARTICLE G.20 SICK LEAVE**

1. Sick leave with pay is earned at a rate of one and one-half (1.5) days for each month in the service of the Board. For the purposes of this clause, a “month” shall mean a month in which a teacher has taught at least half the prescribed school days.
2. Fifteen (15) days of sick leave shall be available to each full-time teacher at the beginning of each school year.
3. Teachers commencing employment with the Board during the year shall have available to them, at the time of hiring, the quota of sick leave benefits which would accrue to them for the duration of their appointment.
4. Teachers holding a part-time appointment with the Board shall, at the beginning of each year, receive sick leave benefits prorated according to the percentage of the time they work.
5. The amount paid to a teacher for sick leave advanced but not earned during a year, shall be repaid by the teacher to the Board in a manner to be determined by the Superintendent of Schools, or their delegate.
6. There is no maximum to the number of days of sick leave that may be accumulated but no more than 120 days may be used in one school year.
7. If a teacher resigns from the Board’s employ and subsequently resumes a position as a teacher with the Board, they shall have immediate credit of the balance of all sick leave remaining to them at the time of their resignation.
8. Each teacher shall receive, by September 30, an annual accounting of their accumulated sick leave as of August 31.

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

## **ARTICLE G.21 MATERNITY, PARENTAL LEAVE AND S.E.B. PLAN**

### **1. Short-term Maternity Leave**

A pregnant teacher shall be granted, upon request, a leave of absence:

- a. as provided in Part 6 of the *Employment Standards Act* (1996), or

- b. for a stated period of time so that the return to duty may coincide with the commencement of the following term or semester or following the spring break.

## 2. **Supplemental Employment Benefits on Maternity Leave**

- a. When a pregnant teacher takes a maternity leave to which they are entitled pursuant to the *Employment Standards Act*, the Board shall pay the teacher:
  - i. 95% of their current salary for the first two weeks of the leave, and, where the teacher is eligible to receive EI maternity benefits,
  - ii. the difference between 95% of their current salary and the amount of EI maternity benefits received by the teacher for a further 15 weeks.
- b. The Board agrees to enter into the Supplementary Employment Benefit (SEB) Plan agreement required by the *Employment Insurance Act* in respect of such maternity payment.

## 3. **Extended Maternity Leave**

An extension to the short-term maternity leave (Article G.21.1) may be granted for the remainder of a school year with the option of extending the leave as parenthood leave. Refer to Article G.21.6.

## 4. **Short-term Parental Leave**

- a. A parental leave without pay (inclusive of adoption leave) shall be granted upon request:
  - i. as provided for in Part 6 of the *Employment Standards Act*, or
  - ii. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the spring break.

## 5. **Supplemental Employment Benefits on Parental Leave**

- a. When a teacher takes the parental leave for adoption to which they are entitled pursuant to the *Employment Standards Act* and this Collective Agreement, the Board shall pay the teacher:
  - i. 95% of the current salary of the teacher for the first two weeks of such leave, except where the teacher is in receipt of EI benefits for that period, and
  - ii. where the teacher is entitled to receive EI parental benefits, the difference between 95% of their current salary and the amount of EI parental benefits received by the teacher, for the period of time the teacher is entitled to receive those benefits, up to a maximum of ten (10) weeks,

- iii. The Board agrees to enter into the Supplemental Employment Benefits (SEB) Plan agreement required by the Employment Insurance Act in respect of such parental benefits payment.
- iv. This clause will only become effective when the plan is registered with Service Canada.

**6. Extended Maternity, Parental and Adoption Leave**

An extension to the short term maternity, parental and adoption leave may be granted for the remainder of a school year with the option of extending the leave. This extension is without pay and does not attract Supplemental Employment Benefits.

**7. Use of Sick Leave**

If at the end of the period(s) of leave provided for in this Article, the teacher is unable to return to duty because of ill health, the teacher shall qualify for sick leave benefits.

**8. Early Return From Extended Leave**

A teacher may return to duty from extended maternity or parental leave earlier than contemplated in the event that circumstances on which the leave was based change significantly and the Board can accommodate the return at no extra cost to the Board.

**9. Benefits While on Extended Maternity or Parental Leave**

When a teacher is on extended maternity/parental leave pursuant to this Article, the Board will continue to pay its share of all benefit premiums during the period of the leave and will make arrangements for the teacher to continue their share of the premiums.

**10. Adoption**

In addition to parental leave provided pursuant to the *Employment Standards Act* and this Article, leave with full pay up to a maximum of four (4) days shall be granted to either parent, or both, if both are employees of the Board, for mandatory interviews or travelling time to receive an adoptive child.

**11. Assignment Upon Return From Leave**

- a. A teacher returning from short-term leave shall be reassigned to the same position held prior to the leave whenever possible.
- b. A teacher returning from extended leave shall be assigned to a position reasonably comparable to that held prior to the leave.

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

Teachers who wish to apply for professional or personal leave, except where this leave may be granted by a principal, must submit their request in writing to the Human Resource Services Department giving as much notice as possible. If time does not allow advance notice, teachers are advised to contact their principal immediately for approval to be absent, followed by a written request.

### **1.      a.      Paternity Leave**

At the time of birth of a child of a teacher, the teacher may apply for and shall be granted paternity leave with pay up to a maximum of four (4) days. The teacher may apply for up to six (6) additional days of leave with the teacher paying for the cost of the teacher-teaching-on-call.

### **b.      Parenthood Leave**

A teacher with a dependent child may be granted upon request a parenthood leave of absence without pay for a period of one year with the possible extension of a second year.

Teachers returning from parenthood leave shall do so at the commencement of a term or semester and shall notify the Board four (4) weeks in advance except with respect to leave expiring June 30 where notice shall be given by May 31.

### **2.      Educational Leave**

a.      One day leave of absence with pay may be granted to a teacher to write an examination in a subject related to their teaching.

b.      For teachers on permanent staff, a maximum of ten (10) teaching days at the end of June may be allowed with pay, for a special professional course of study approved by the Superintendent of Schools or their delegate. A teacher who requests such a leave must submit, with their request, verification of acceptance into the course of studies and confirmation of the date the course of study begins.

c.      The Board may grant a leave of absence without pay for a period of one year in the first instance with a possible extension of a further year, for the purpose of attending a recognized university with a view to improvement of professional qualifications.

### **3.      Critical and Emergency Family Leave**

a.      i.      the Superintendent of Schools or their delegate shall grant a leave of absence with pay to a maximum of four (4) days at the time of critical illness of a spouse, child, parent, brother or sister. Two (2) days leave shall be granted on the critical illness of an aunt, uncle, grandparent,

grandchild, an in-law, or to attend to a relative who is domiciled in the home of the teacher at that time.

- ii. if the teacher can demonstrate a need, up to two (2) additional days for travel shall be granted with the cost of the teacher-teaching-on-call to be borne by the Board.
  - iii. at the request of the teacher up to five (5) additional days will be granted with pay. Teacher-teaching-on-call costs to be borne by the teacher.
- b. In the case of sudden illness in the family of a teacher the teacher shall be granted, after notifying their supervisor, up to three (3) days paid leave each school year so that they may care for that family member provided that the teacher has made every effort to obtain alternate care. The teacher-teaching-on-call costs to be borne by the Board.

[See also PCA Article G.2 Compassionate Care Leave for longer term leave and G.4 Bereavement Leave.]

#### 4. **Personal Leave**

- a. The Superintendent of Schools, or their delegate, shall grant one (1) day of leave with pay per school year in each of the following circumstances where they fall on a teaching day. Teacher-teaching-on-call costs to be borne by the Board.
  - i. for observance of a holy day,
  - ii. to attend a personal convocation or the convocation of an immediate family member,
  - iii. on the day of, or on the day before, a teacher's marriage,
  - iv. on the day of the marriage of a person in the teacher's immediate family.
- b. The Superintendent of Schools, or their delegate, may grant leave with pay in any one school year in each of the following circumstances with the teacher-teaching-on-call costs being borne by the Board.
  - i. for up to five (5) days for participation in a cultural or service activity,
  - ii. for up to five (5) days for participation as a member or coach of an athletic team in a provincial, national or international event,
  - iii. under special circumstances leave for any number of days may be granted for participation in an activity which offers a unique or unusual opportunity for professional growth.

An extension to the above leaves may be granted with the cost of the teacher-teaching-on-call to be borne by the teacher.

- c. The Superintendent of Schools, or their delegate, may grant leave without pay under this Clause for any period of time not to exceed two (2) years. Should a teacher not be granted a leave under this Clause, the teacher will be provided reasonable grounds for the denial.

**5. Leave for an Elected Office**

The Superintendent of Schools, or their delegate, shall grant leave of absence to teachers wishing to seek election to public office. Leave prior to polling shall not exceed two months, with salary deductions based upon Article B.1.8 of this Agreement. If elected to public office the teacher must submit a request for further leave for the balance of the school year and prior to March 15 for each succeeding year, for a maximum period of five (5) years.

**6. Subpoenas and Jury Duty**

Teachers called for jury duty or subpoenaed to attend any legal proceedings shall be permitted to carry out their jury and legal duties without loss of their regular teaching salary, provided that their regular jury pay or witness fees be assigned to the Board.

7. Teachers shall be permitted to attend Workers' Compensation Board appeals related to their employment with the Board with pay, teacher-teaching-on-call costs to be borne by the Board.

**ARTICLE G.23 DEFERRED COMPENSATION LEAVE OF ABSENCE PLAN**

1. The Board and the Association agree to the provision of a deferred compensation leave plan, the terms and conditions of which are specified in an addendum to the Local Collective Agreement.
2. Any modifications shall be mutually agreed to during the term of this Collective Agreement or negotiated through the collective bargaining process.

**ARTICLE G.24 LEAVE FOR CONTRACT NEGOTIATION AND ADMINISTRATION**


1. When contract negotiations are conducted during school hours, release time, with pay, shall be provided for the Association Negotiations Committee to conduct contract negotiations. Should a teacher-teaching-on-call (TTOC) be required, the Board agrees to pay 50% of the cost of up to four (4) TTOCs.
2. A teacher who serves as a member of a Joint Grievance Committee or who is required to make a presentation to a Joint Grievance Committee shall be provided, as needed, release time with pay. TTOC costs shall be borne by the Board.



3. Release time shall be provided to a member of the Association Executive, Standing Committee or to a member otherwise designated to prepare for contract negotiations or to investigate a grievance or to investigate or participate in an arbitration. The cost of the TTOC will be borne by the Association.


## SIGNATURES

Signed at Vancouver, British Columbia, this 4 day of October, 2023




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Nicole Duncan, Board Chair  
School District No. 61 (Greater Victoria)




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Ilda Turcotte, President  
Greater Victoria Teachers' Association



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



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Clint Johnston, President  
British Columbia Teachers' Federation

# LOCAL LETTERS OF UNDERSTANDING

## LETTER OF UNDERSTANDING

BETWEEN: BOARD OF EDUCATION OF SCHOOL DISTRICT  
NO. 61 (GREATER VICTORIA)

AND: THE GREATER VICTORIA TEACHERS' ASSOCIATION

### Re: Appeals During Staffing Process

---

The intent of this letter of understanding is to clarify for both parties that any appeals launched by teachers during the time-sensitive staffing process (only) shall be made in writing within five (5) instructional days of the date of notification to the Zone Assistant Superintendent. The Assistant Superintendent or their delegate, after communicating with the GVTA, will notify the teacher of their decision within five (5) instructional days of receiving the appeal. Appeals considered within this undertaking include notification of transfer (Article E.22) and decisions related to qualifications (C.21.3).

The time-sensitive staffing process occurs during the April 1 through June 30 period each year. In the event that the appeal is not upheld by the Assistant Superintendent, the teacher has the option of referring the issue to step 3 of Article A.6 (Grievance Procedure) of the Collective Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

THE CORPORATE SEAL OF THE	)	SIGNED by the duly authorized officers of
BOARD was hereunto affixed in the	)	the GREATER VICTORIA TEACHERS'
presence of	)	ASSOCIATION
	)	
	)	
_____	)	_____
CHAIRPERSON	)	PRESIDENT
	)	
_____	)	_____
SECRETARY-TREASURER	)	SECRETARY-TREASURER
	)	
	)	
	)	_____
	)	CONTRACT CHAIRPERSON

**LETTER OF UNDERSTANDING**

BETWEEN: BOARD OF EDUCATION OF SCHOOL DISTRICT  
NO. 61 (GREATER VICTORIA)

AND: THE GREATER VICTORIA TEACHERS’ ASSOCIATION

**Re: Joint Grievance Committee**

---

The intent of this letter of understanding is to clarify for both parties that the structure of the Joint Grievance Committee will continue until one or both parties indicate a desire to revert to the committee structure outlined in Article A.6 of the Collective Agreement.

The Joint Grievance Committee is made up of no more than three (3) appointees of the Board and three (3) appointees of the Association.

All Step Three grievances shall be referred to the Joint Grievance Committee as in A.6.4.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

THE CORPORATE SEAL OF THE )  
BOARD was hereunto affixed in the )  
presence of )

SIGNED by the duly authorized officers of )  
the GREATER VICTORIA TEACHERS’ )  
ASSOCIATION )

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY-TREASURER

\_\_\_\_\_  
SECRETARY-TREASURER

\_\_\_\_\_  
CONTRACT CHAIRPERSON

## LETTER OF UNDERSTANDING

BETWEEN: BOARD OF EDUCATION OF SCHOOL DISTRICT  
NO. 61 (GREATER VICTORIA)

AND: THE GREATER VICTORIA TEACHERS' ASSOCIATION

### Re: Staffing Processes

---

The Intent of this Letter of Understanding is to augment the staffing processes outlined in E.20 and E.21.

#### A. Voluntary Reductions in Assignment

1. A voluntary reduction occurs when a teacher takes an unpaid personal leave of absence for a portion of their assignment, under the provisions on article G.22.4.c. In this circumstance, there is a two-year limit. The teacher retains their employment entitlement.
1. A voluntary reduction can also be achieved by successfully posting into a reduced assignment. In this circumstance, the teacher forgoes their right to the previous entitlement, unless they have recall right under Article C.23. To return to a higher FTE, the teacher would have to successfully post into a larger assignment.

#### B. June Posting Round

1. A teacher with a continuing contract in a secondary school with an entitlement less than 1.0 (but not less than 3 blocks) shall be eligible to apply for portions of continuing vacancies in that school that are compatible with their current assignment and for which they are qualified per Article C.21. Such applications will be considered along with all other applicants for the position and if that teacher is the senior qualified candidate, they will be awarded the portion(s) of the assignment and their continuing entitlement increased accordingly. The remaining portion of the assignment will be reposted.
2. If multiple teachers within the same school apply for the same continuing vacancy at the same time and they are the most senior candidates, the portions of the assignment will be awarded as per the paragraph above with the portions of the assignment being awarded based on order of seniority. The remaining portion of the assignment will be posted.

#### C. Restrictions and Restricted Assignments

Teachers who accept a temporary position after the start of the school year will not be permitted to accept another temporary posting unless it is compatible with their temporary position or in certain other limited circumstances as indicated below. A teacher may accept another temporary posting once during the school year provided that:

1. The other temporary position is at least .3 FTE greater than their current position either on its face, or if the additional length of the other temporary posting would make it a total

of at least .3 FTE greater than their current position (for example, a potential move to a 1.0 FTE temporary position for the period Nov. 1 to June 30 from a .8 FTE temporary position for the period Sept. 1 to Dec. 21 would fulfill this requirement), and

2. There is no movement after the first day back from March break, and
3. The posting is assumed at a mutually agreeable time, and
4. In addition, a classroom vacated by a teacher movement will not be subject to an additional change afterwards and a teacher accepting a temporary position after it has been vacated by another teacher will not be permitted to move to another posting which is not compatible with that position. All postings affected by a restriction of further movement will clearly indicate that further transferability restricted.

#### **D. Posting and Filling of Temporary Vacancies**

1. This section applies to temporary vacancies that become available during a school year as per Article C.25.2 (“Temporary Time”).
2. All temporary time as referred to paragraph 1 will be posted except for the exceptions contained in paragraph 3, 4, 5, 6 and 7. In the application of these exceptions the GVTA will be notified when the temporary time has been added to a teacher’s assignment.
3. For job shares at elementary and middle schools, no posting is required where one of the teachers in the job share assumes all of the other teacher’s reduced assignment on a temporary basis during the school year.
4. Teachers in non-enrolling positions may have temporary time within their non-enrolling program added to their assignments during a school year without posting. Where there is more than one teacher in the program on a teaching staff, temporary time will be added on the basis of the priorities for filling positions in Article E.20.10 of the Collective Agreement.
5. Exploratory teachers at middle schools and prep release teachers at elementary schools may have temporary time for exploratory or prep relief, whatever the case may be, added to their assignments during a school year without posting. Where there is more than one teacher on a teaching staff in this category, temporary time will be added on the basis of the priorities for filling positions in Article E.20.10 of the Collective Agreement.
6. Teachers in a school who have accepted an assignment less than their continuing entitlement in the spring staffing may have temporary time added to their assignments during a school year without posting up to their continuing entitlement provided the temporary time is compatible with the teacher’s existing schedule/timetable. Where there is more than one teacher on a teaching staff in this category, temporary time will be added on the basis of the priorities for filling positions in Article E.20.10 of the Collective Agreement.
7. One block of temporary time as referred to in paragraph 1 may be added to a secondary teacher’s assignment per semester (or two blocks in a linear school) without posting

provided the temporary time is compatible with the teacher's exiting schedule/timetable. The temporary time will be added on the basis of the priorities for filling positions in the Article E.20.10 of the Collective Agreement.

**E. Splitting Positions**

1. There may occasionally be situations where there is in the interest of both the employer and the union to split or separate a particular vacated position to facilitate filling by internal qualified candidates.
2. If a position is posted as vacated and not filled in accordance with the Collective Agreement and the following agreements (Temporary Top-Up Agreement, Internal Reassignment and Reductions in Assignment), the employer will consult with the union and make every effort to reach an agreement in good faith with respect to splitting the position.

**F. Number of Blocks Taught Per Semester**

1. A TOC who accepts a 4 block assignment in Semester 1 will be limited to no more than 3 blocks in Semester 2 of that year.
2. The District Payroll Department will calculate an annualized salary for the academic year, including appropriate calculation for Prep Time and pension.

# **PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

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

### **BETWEEN**

**The  
British Columbia Teachers' Federation**

### **AND**

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

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

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



6. Effective date of local matters items:

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

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

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

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

### **Housekeeping – Form Issues**

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

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

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

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

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

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

### **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

1. Sick Leave, Sick Leave Portability, Preauthorized Travel for Medical Services Leave
2. Maternity and Parental Leave and Supplemental Employment Benefits Plan
3. Short Term Paternity Leave and Adoption Leave
4. Jury Duty and Appearances in Legal Proceedings
5. Educational Leave and Leave for Exams
6. Bereavement/Funeral Leave

7. Leave for Family Illness, Care of Dependent Child or Relative, Emergency or Long Term Chronic Leave, Compassionate Care Leave
8. Discretionary Leave, Short Term General Leave and Personal Leave
9. Leave for Elected Office and Leave for Community Services
10. Worker's Compensation Leave
11. Leave of Absence Incentive Plan
12. Religious Holidays
13. Leave to Attend Retirement Seminars
14. Leave for Communicable Disease
15. Leave for Conference Participation
16. Leave for Competitions
17. Leave for Teacher Exchange
18. Secondment and Leave for external employment
19. Leave for University Convocations, Leave for graduation, Exams
20. Leave for Special Circumstances including: Citizenship, Marriage, Weather Leaves
21. Leave for Blood, Tissue and Organ Donations, Leave for Bone Marrow, Cell Separation Program Participation
22. Miscellaneous Leaves with cost

## **January 22, 2021 - Provincial Matters**

<p style="text-align: center;"><b>Appendix 2</b> <b>LOCAL MATTERS</b></p>
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## **Appendix 2 – Local Matters**

### **Housekeeping – Form Issues**

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

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

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

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

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



### **Section C – Employment Rights**

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

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

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

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

1. Posting and Filling Vacant Position
  1. *Offer of Appointment to District*
  2. *Assignments*
  3. *Job Sharing*
  4. *Posting Procedures – Filling*
  5. *Posting & Filling Vacant Positions – School Reorganization*
  6. *Transfer: Board Initiated Transfers, Transfer related to Staff Reduction*
  7. *Creation of New Positions*
  8. *Job Description*
2. Definition of Positions and Assignments
3. Personnel Files
4. School Act Appeals
5. Input into Board Policy
6. No Discrimination

7. Multiculturalism
8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum A)
10. Parental Complaints, Public Complaints

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

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

#### **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.

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

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

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

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

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“R. Worley”

“K. Halliday”

**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

Signed this 25<sup>th</sup> day of June, 2012  
Original signed by:

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Jacque Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

**Between**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**(BCTF)**

**And**

**THE BRITISH COLUMBIA PUBLIC SCHOOL**

**EMPLOYERS' ASSOCIATION**

**(BCPSEA)**

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

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

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**Not applicable in SD No. 61 (Greater Victoria)**

**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 SD No. 61 (Greater Victoria).**

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

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

**Remote Recruitment & Retention Allowance:**

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

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

*Revised: March 26, 2020*

Original signed by:

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Jacque Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF



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

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

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

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

**70 - Alberni (only part of district approved)**

Bamfield	Bamfield
Wickanninish	Tofino
Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet

**72 - Campbell River (only part of district approved)**

Surge narrows	Read Island
Sayward Elem	Village of Sayward
Cortes Island	Cortes island

**73 - Kamloops/Thompson (only part of district approved)**

Blue River Elem	Blue River
Vavenby Elem	Vavenby
Brennan Creek	Brennan Creek

**74 - Gold Trail (only part of district approved)**

Gold Bridge Community	Gold Bridge/ Bralorne
Sk'il' Mountain Community	Seton Portage/South Shalalth/Shalalth
Lytton Elementary	
Kumsheen Secondary	
Venables Valley Community	Venables Valley
Cayoosh Elementary	Lillooet/Pavilion/ Fountain/Band Communities
George M. Murray Elementary	Lillooet/ Pavilion / Fountain/Band communities
Lillooet Secondary	Lillooet / Pavilion / Fountain/Band communities

**81 - Fort Nelson (Entire District)**

**82 - Coast Mountain (Entire District)**

**84 - Vancouver Island West (entire district approved)**

**85 - Vancouver Island North (Entire District)**

**87 - Stikine (Entire District)**

**91 - Nechako Lakes (Entire District)**

**92 - Nisga'a (Entire District)**

**93 - Conseil Scolaire Francophone (only part of district approved)**

Ecole Jack Cook	Terrace
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## **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:

2. 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.
  
3. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
  - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
  - Both lists remain separate when porting.
  - Up to 20 years of K – 12 and up to 20 years of adult education can be ported to the corresponding lists.
  - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
  - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

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

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

### **BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

Revised with housekeeping March 26, 2020

**LETTER OF UNDERSTANDING No. 8**

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

1. Laid off teacher holding recall rights in one school district may port up to twenty (20) years of seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in their previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.
5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.



6. Consistent with Irene Holden’s previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.
7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

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

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

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

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

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

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

### **BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Provincial Extended Health Benefit Plan**

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

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

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

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

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

Agreed to on: November 26, 2012

*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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

## Appendix A to Letter of Understanding No. 9

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

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

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

For the period of July 1, 2013 to the expiry of the Provincial Collective Agreement which commences on July 1, 2013 – the Board of Education School District No. 51 (Boundary) shall pay the Recruitment and Retention Allowance as per Letter of Understanding No. 5, including the additional percentage increase to salary grid as applied in this Letter of Understanding, to eligible teachers at Big White Elementary School and Beaverdell Elementary School, such that they receive the same benefits under this LoU as other teachers in SD No. 51 (Boundary).

The Boundary Teachers' Association agrees that the provisions of Article B.26.b (Posts of Special Responsibility – Allowances – French/Russian Language Program) and Article G.37 (Early Retirement Incentive Plan) will be suspended for the period of July 1, 2013 to the expiry of the Provincial Collective Agreement which commences on July 1, 2013.

This Letter of Understanding is without precedent and prejudice to any other school district.

This Letter of Understanding will expire upon the expiry of the Provincial Collective Agreement which commences on July 1, 2013.

Signed this 11<sup>th</sup> day of April, 2013.

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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For School District 51

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For Boundary Teachers'  
Association

# **LETTER OF UNDERSTANDING NO. 11**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experienced earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.



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

Example:

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

*Original signed by:*

Renzo Del Negro

Jim Iker

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BCPSEA

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BCTF

April 22, 2015

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Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# LETTER OF UNDERSTANDING NO. 12

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

**THEREFORE THE PARTIES AGREE THAT:**

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

### Shared Commitment to Equitable Access to Learning

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

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

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

### Agreement to be Implemented

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

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

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

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

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

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

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

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

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

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

The size of primary classes shall be limited as follows:

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

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

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

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



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

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

### *Implementation of Class Composition Language*

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

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

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

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

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

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

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

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

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

- School District 10 (Arrow Lakes)
  - School District 35 (Langley)
  - School District 49 (Central Coast)
  - School District 67 (Okanagan-Skaha)
  - School District 74 (Gold Trail)
  - School District 82 (Coast Mountain)
  - School District 85 (Vancouver Island North)
- E. Renegotiating the terms of existing lease or rental contracts that restrict the School District's ability to fully comply with the restored collective agreement provisions regarding class size and composition;
- F. Completing the post-and-fill process for all vacant positions.

### Non-Compliance

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

### Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

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

Alan Chell, BCPSEA Board Chair

British Columbia Teachers Federation

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

Teri Mooring, President

## LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

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

**AND THE**

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

**Re: Cultural Leave for Aboriginal Employees**

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

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

**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN**

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

**AND THE**

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

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

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

Discussions will take place prior to June 30, 2020.

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President



**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Early Career Mentorship**

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

**LETTER OF UNDERSTANDING NO. 17**

**BETWEEN**

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

**AND THE**

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

**Re: Potential Grievance Resolution**

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

## ATTACHMENTS

(Supplementary and interpretive documents can be accessed on the Greater Victoria School District website)

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*The Greater Victoria School District is committed to each student's success in learning within a responsive and safe environment.*

### REGULATION 5141.20

#### ORAL TOPICAL MEDICATION

The administering of oral and/or topical medication to pupils in schools shall be the responsibility of the principal, who, if they accept this voluntary task, must act in accordance with the following regulations:

1. Any delegation of authority and responsibility to a member of the teaching or non-teaching staff for the provision of medication must be clearly recorded in an appropriate journal. Such recording must include the signature of the staff member indicating voluntary acceptance of the responsibility, as well as the signature of the parent/guardian indicating the knowledge and approval of the specific person who has volunteered.
2. Provision shall be made for another individual to administer the medication in the absence of the designated staff member. The same procedure for approval by this individual and the parent/guardian, as described in #1 above, applies.
3. The principal must have a letter from the parent/guardian requesting that the medicine be administered.
4. The principal must have a letter from the family physician requesting that the medicine be administered, and granting authority for the principal, or their delegate, to do so. Such letter must be countersigned by the parent/guardian.
5. The principal must have the following information from the family physician on the prescribed form "Request for Administration for Medication at School."
  - a. that the medication needs to be administered at school;
  - b. what ailment the medication is treating;
  - c. the name of the medication;
  - d. the method of administering the medication;

- e. the exact dosage;
- f. indications for giving (symptoms that precede the need);
- g. a statement as to whether or not the medication is a narcotic or similar substance;
- h. the consequence of missing medication or incorrect dosage;
- i. emergency procedures for (g);
- j. important side effects or drug reactions.

(Form letters are available from the Public Health Nurse)

- 6. The Public Health Nurse assigned to the school must be informed of the letter of authority from the prescribing physician and must be consulted regarding the administering of the medication.
- 7. A record sheet is to be maintained in the office of the principal, such sheet is to show the date and time of each administration, verified by the signature of the administering person.
- 8. Medication should be stored in a safe location. The security for such medication is left to the discretion of the principal.
- 9. Medication must be in the original container, which must be clearly labeled with instructions.
- 10. All persons administering medication as described above must note that oral/topical treatment refers only to medication introduced by way of the mouth or by external application to the body surface.
- 11. Emergency treatment with injections or other parental (other than oral/topical) treatment may be done by First Aid attendant, or employees who have been trained to do so by a Public Health Nurse.
- 12. Other procedures may be established for individual cases through the application of the Interministerial Protocols for the provision of Support Services to Schools.

Notwithstanding the foregoing, the School Board will indemnify an employee against a claim for damages against the employee arising out of the administration of medication to a student under these regulations unless the employee knowingly or willfully disregards the regulations.

*Greater Victoria School District*

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Approved: January 1974

Various Revisions

Revised: April 6, 1990

## **Addendum to the Local Matters Agreement**

### **Deferred Compensation Leave Of Absence Plan**

#### **1. Definitions**

- a. "Accrued Interest" means the amount of interest earned in accordance with clause 3.3 on the monies retained by the board on behalf of participants, calculated from:
  - i. the first day any of such monies has been received by the eligible financial institution, or
  - ii. the last date to which interest has been paid in accordance with clause 3.4.
- b. "Collective Agreement" means the agreement in force pursuant to PELRA, and subject to the provisions of the provincial matters agreement.
- c. "Committee" shall mean the Board Personnel Committee and four appointees of the Greater Victoria Teachers' Association.
- d. "Current Compensation Amount" means the total compensation payable by the Board to the Participant for the school year, ( September 1 to June 30) including their proper grid salary and all allowances, per the current Collective Agreement in force between the Association and the Board.
- e. "Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Board for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the participant in accordance with clause 3.4.
- f. "Eligible Teacher" shall mean any teacher on continuing contract having three (3) years service with the Board.
- g. "Leave of Absence" means the period described in clause 4.1.
- h. "Memorandum of Agreement" means the Leave of Absence and Deferred Compensation Plan Memorandum of Agreement attached to this addendum.
- i. "Participant" means an Eligible Teacher whose application for participation in the Plan has been approved by the Board in accordance with clause 2.2 and has completed a Memorandum of Agreement.
- j. "Participation Rate" applies to the number of new applications approved each year for inclusion in this plan. The approval rate shall not exceed 5% (five per cent) of teachers on continuing contracts.

- k. "Plan" means the plan set out in this Addendum.

## **2. Application**

- a. In order to participate in the Plan, an Eligible Teacher must make written application to the District Superintendent of Schools or their delegate, by way of the Memorandum of Agreement, on or before March 31, stating the date when the Eligible Teacher wishes to participate in the Plan.
- b. The District Superintendent of Schools, or delegate, shall by May 15 following the date of application, advise each applicant of the Board's approval or disapproval of their application, and if the latter, a reasonable explanation therefore.
- c. The Participation of the Eligible Teacher in the Plan will become effective on the date specified in the Memorandum of Agreement.

## **3. Funding For Leave Of Absence**

Funding for the Leave of Absence shall be as follows:

- a. During each year of the deferral period, the participant will receive their current compensation amount, less the percentage amount to be retained by the board which was specified by the participant in the Memorandum of Agreement and less statutory and other legal or contractual deductions. Such percentage amount may be varied, subject to clause 3.2, by giving written notice to the board at least one (1) month prior to the requested change. The board shall not be obligated to accommodate more than one request each school year for a change to the deferral amount.
- b. The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one third (33 1/3) per cent.  
NB: To comply with Revenue Canada - Income Tax Act
- c. The monies retained by the Board on behalf of each participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by any one of the following: Vancouver City Savings, any Canadian Chartered Bank, any Trust Company authorized to do business in the Province of British Columbia or any Credit Union authorized to do business in the Province of British Columbia as directed before September 10 in each year by the Committee. In making such determination the Board, the Association and members of the Committee shall not be liable to any Participant for any investments made which are authorized by this clause.

- d. The eligible financial institution shall pay the accrued interest on each December 31 to the participant.  
NB: To comply with Revenue Canada - Income Tax Act
- e. The Secretary-Treasurer shall make an Annual Report to each Participant under this Plan as to the amount of deferred salary, together with interest accrued to that date. The Annual Report shall be made no later than June 30 of any given year under the Plan.
- f. In the event that any monies retained and invested pursuant to the terms of this plan be lost by reason of insolvency of the eligible financial institute, the board shall not be obliged to pay the participants any further amounts in respect to services for the deferral period.
- g. The Board will bear the administrative expenses of the Plan.

#### **4. Taking Of Leave Of Absence**

The taking of a Leave of Absence shall be governed by the following provisions:

- a. The Leave of Absence shall occur according to, and be governed by the terms of this Article.
- b. The leave of absence shall be for not less than six (6) consecutive months.  
NB: To comply with Revenue Canada - Income Tax Act
- c. The leave of absence shall commence and subsequently cease coinciding with the natural breaks in the delivery of the education program.
- d. The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event payments shall not be more frequent than provided for the payment of regular salaries and all amounts payable shall be paid to the participant no later than the end of the first taxation year that commences after the end of the deferral period.  
NB: To comply with Revenue Canada - Income Tax Act
- e. The salary to be paid to a Participant during a Leave of Absence shall be related to the moneys retained by the Board in accordance with clause 3.1 for such Participant, as augmented by the interest earned thereon in accordance with clause 3.3, but less any deductions made by the Board under clause 5.1 and any monies required by law to be paid by the Board for or on behalf of a Participant.  
NB: To comply with Revenue Canada - Income Tax Act
- f. The total of the payments to be made to a participant in accordance with clause 4.2 during a leave of absence shall be the deferred compensation amount retained by the board, but less any monies required by law or in accordance with the terms



of the collective agreement, to be paid by the board for or on behalf of a participant. The participant shall not receive any salary from the board during the leave other than the deferred compensation amount.

NB: To comply with Revenue Canada - Income Tax Act

- g. Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one occasion only, with the consent of the Superintendent or designate, and, given not less than six (6) months notice prior to the scheduled date for the commencement of the leave, postpone such leave for a period not greater than one year. This postponement will not move the commencement of the leave beyond six years from the date of enrollment in the Plan.

NB: To comply with Revenue Canada - Income Tax Act

- h. Subject to 4.7 above, the leave of absence shall immediately follow the deferral period.

NB: To comply with Revenue Canada - Income Tax Act

- i. On return from their Leave of Absence, the teacher will be assigned to a position with the Board as required by the terms of the collective agreement then in force between the Board and the Association governing such matters.

- j. After participation in the Plan, the teacher's salary and benefits will be as set out in the collective agreement then in force between the Board and the Association governing such matters.

## **5. Employee Selected Benefits**

The providing of benefits will be as follows:

- a.\* During a Leave of Absence, the responsibility for payment of premiums for employee selected benefits shall be as set forth in the collective agreement then in force between the Board and the Association governing such matters. Where a Participant is obligated to pay the cost of any employee selected benefit during the Leave of Absence, the Board shall pay such cost on behalf of the Participant on their request and deduct the moneys so paid from the monies otherwise payable to the Participant during the Leave of Absence.

- i. A teacher's benefits will be maintained by the Board during their leave of absence; however, the premium costs of all benefits shall be paid according to terms of the salary agreement. Should the teacher elect to have Their Deferred Leave funds paid to them in a lump sum manner, the teacher will make a lump sum payment (as reasonably estimated by the Board) in advance, by June 30th in the year the leave will commence, to cover their share of premiums.

- ii. While on leave, any benefits tied to salary level will be structured according to the salary the teacher would have received, as if the teacher were teaching in the leave year.
  - iii.\*\*Subject to the regulations of the Teachers' Pension Act, the Board shall pay one half the Superannuation assessment calculated by the Commissioner of Teachers' Pensions, for the year of leave, and the teacher shall contribute the balance.
- b. Sick leave credits accrue as set forth in the collective agreement then in force between the Board and the Association governing such matters.
  - c. The Board will make superannuation deductions required by the Teachers' Pension Act.

## **6. Withdrawal**

- a. A Participant who ceases to be employed by the Board must withdraw from the plan.
- b. A participant may withdraw from the plan upon giving written notice of withdrawal to the Superintendent or designate not less than four (4) months prior to the date on which the leave of absence is to commence.
- c. Upon termination of employment and/or withdrawal from the plan, the board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days. Upon such payment being made the board shall have no further liability to the participant under the plan.
- d. Should a Participant die, the Board shall within thirty days of notification to the Board of such death, pay the Deferred Compensation Amount to the Participant's estate, subject to the Board receiving any necessary clearance and proofs normally required for payment to estates.

## **7. Suspension from Participation And Reinstatement In The Plan**

- a. A Participant may, for a twelve-month period, suspend their participation in the Plan as of the September 1 following giving notice to the Board. Until further notice as provided in clause 7.2, the Board shall pay the Current Compensation Amount to the Participant as if they were not participating in the Plan. The amounts previously retained by the Board and interest thereon in accordance with clauses 3.1,3.2 and 3.3 shall continue to be held by the Board until the Participant withdraws from the Plan or takes a Leave of Absence. The amount so retained shall continue to bear interest until the Leave of Absence is granted or the Participant withdraws from the Plan.

- b. A Participant who has given notice in accordance with clause 7.1 may give notice to the Board advising that they wish to become reinstated in the Plan, in which case, on September 1 immediately following such notice, the Participant shall be reinstated in the Plan.
- \* Effective on the same day as the first provincial agreement comes into effect, the first sentence of clause 5.1 will be amended to read as follows:
- During a Leave of Absence the employee taking the leave shall be responsible for the cost of premiums for employee selected benefits.***
- \*\* Effective on the same day as the first provincial agreement comes into effect, clause 5.1.3. will be deleted.

# LEAVE OF ABSENCE AND DEFERRED COMPENSATION

## MEMORANDUM OF AGREEMENT

TEACHER'S NAME: \_\_\_\_\_  
**Please Print**

I have read the terms and conditions of the Agreement between the Board of Education of School District No. 61 (Greater Victoria) and the Greater Victoria Teachers' Association setting up the Leave of Absence and Deferred Compensation Plan and understand same and I agree to participate in the Plan under the following terms and conditions:

### ENROLMENT DATE

My enrolment in the plan shall become effective for the school year commencing JULY 1, \_\_\_\_\_.

I shall take my Leave of Absence from \_\_\_\_\_yr. \_\_\_\_\_ to \_\_\_\_\_yr. \_\_\_\_\_, (not to be less than (6) six consecutive months) but I shall have the right in accordance with Clause 4.7 to postpone such a leave for up to (12) twelve months.

### FUNDING OF LEAVE OF ABSENCE

In accordance with Clause 3.1, I direct that the percentage amounts as set out in this clause (not to exceed thirty-three and one third (33 1/3) per cent) be withheld from my Current Compensation Amount with respect to my participation in the Plan for the following school years:

First Year	_____%	Third Year	_____%
Second Year	_____%	Fourth Year	_____%
Or for All Years	_____%		

On one occasion in any school year, the Participant may, by written notice to the Board, alter the percentage amounts for that or any subsequent year in accordance with Clause 3.1.

### RETURN TO EMPLOYMENT

I understand that I must return to employment with the board for a period of time not less than the period of leave.

Date: \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

### AGREED TO BY THE BOARD:

Date: \_\_\_\_\_

\_\_\_\_\_  
Associate Director, Educational Staffing  
Or Designate

\*\*\*PLEASE RETURN THIS APPLICATION TO THE HUMAN RESOURCES DEPARTMENT\*\*\*

**Greater  
Victoria  
School District**

**Greater Victoria  
Teachers' Association**

## Letter of Agreement

**Greater Victoria School District and Greater Victoria Teachers' Association**

## Joint Professional Development Fund Financial Management

Based on three years prior history of joint fund expenditures, approximately 75% of the joint fund is spent on registration, travel costs and hotel stays, while the remaining 25% of the fund is spent on Teacher Teaching On Call (TTOC) coverage. The 75% portion also includes the costs for school and local specialist associations Joint PD fund allocations.

In accordance with Article F.20.3 of the Collective Agreement, the GVSD pays 60% of the joint fund budgeted amount and the GVTA contributes 40% of the joint fund budgeted amount.

The revised agreement is as follows:

1. The GVSD will retain the TTOC portion of the budget and the GVTA will pay 40% of its share of the TTOC-portion to the GVSD.
  - a. The GVTA will provide monthly information to the GVSD about the approved TTOC's which will then be reconciled with payroll data.
  - b. The GVSD will provide the GVTA an annual accounting of the TTOC portion of the joint fund expenditures.
2. The GVSD will transfer 60% of its share of the conference, school and local specialist association portion of the budgeted fund to the GVTA.
  - a. The GVSD will transfer to the GVTA 60% of the 75% of the conference budget, less a 10% holdback by September 01 of each year.
  - b. Upon finalization of Form 2003 (Teacher Assignment, Salary and Qualifications), the budget will be recalculated and adjustments made on the actual September 30<sup>th</sup> FTE teacher count.
  - c. The GVTA will provide Quarterly reports to the GVSD showing teachers' approved professional development and an annual accounting of the professional development portion of the joint fund expenditures.
  - d. The GVTA will approve and provide up to a maximum \$300 reimbursement to schools and local specialist associations.
3. The total joint Professional Development Fund expenditures will be reviewed annually to determine if the 75%/25% budget allocation between conference and TTOC-costs is appropriate. Any adjustment required will be agreed upon jointly.

The new allocation of funds will commence in January, 2002, with all figures being pro-rated accordingly. A review of the processes within this Letter of Agreement will take place in June 2002 to determine success of the implementation and annually thereafter.

Signed on the "14<sup>th</sup>" of January, 2002 at Victoria, B.C.

"Keith Cameron"  
Keith Cameron, Superintendent  
Greater Victoria School District

"Karen Harris"  
Karen Harris, President  
Greater Victoria Teachers' Association

## GVSD/GVTA Joint Professional Development Fund

2001/02 Fiscal Year

2001/02 Preliminary Budgeted FTE:	1,137
Plus: PRP	<u>14</u>
Total FTE:	1,151
Times: Budget per FTE	<u>145</u>
GVSD/GVTA Joint Fund 2001/02	<u><u>166,895</u></u>
GVSD Contribution (60%)	<u><u>100,137</u></u>
GVTA Contribution (40%)	<u><u>66,758</u></u>

Based on expenditures for the fiscal years 1999, 2000, and 2001, approximately 25% of the Joint Fund has been expended on TTOC Costs with the remaining 75% going to Registration, Transportation, Accommodation and Meals

### Proposed transfer of GVSD Funds to the GVTA (net estimated GVTA portion of TTOC COSTS):

Total GVSD Budget for Joint Pro-D Fund	\$ 100,137	
Less:		
100% of Estimated TTOC Costs (combined GVSD/GVTA portions)	\$ (41,724)	$\$166,895.00 \times 25\% = 41,723.75$
	<u>\$ 58,413</u>	
10% Holdback (pending September 30 Final FTE)	\$ (10,014)	$\$100,137.00 \times 10\% = 10,013.70$
Projected transfer of GVSD Funds to GVTA	<u><u>\$ 48,400</u></u>	

The above transfer of funds accomplishes the following:

- 1) The GVTA will have the funds necessary to directly reimburse Teachers for Pro-D costs incurred.
- 2) The GVSD withholds the GVTA's portion of TTOC costs, eliminating the need to recover funds during the year.
- 3) A reasonable allowance is withheld until the Final September 30 FTE is calculated.

**Greater  
Victoria  
School District**

**Greater Victoria  
Teachers' Association**

## **Memorandum**

### **Personal Leave Without Pay — Article G.22.4.c**

Each application for leave pursuant to Article G.22.4.c will be considered on an individual basis in accordance with its own merits.

If leave is denied under Article G.22.4.c the teacher will be provided with reasonable grounds for the denial which address the particular circumstances of the teacher's application.

On request by a teacher whose application for leave is denied, the Committee will review the circumstances and any new information supplied to it.

Signed and Dated at Victoria, the 15<sup>th</sup> day of May, 2002.

## Memorandum of Understanding

Between: The Board of Education of School District #61

and

The Greater Victoria Teachers' Association

### **RE: Extension of Spring Break for 2020-2021**

The parties agree that extending spring break for an additional week for the 2020-2021 school year requires modifications to the following articles: D.20.2, D.21.1, D.21.2, and D.21.4.

Article D.20.2 will be amended for the 2019-2021 school year to read as follows:

20.2 All days in the regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, winter break and spring break from March 15th to March 26th.

Articles D.21.1, D.21.2, and D.21.4 will be modified for the 2020-2021 school year as follows:

21.1 The maximum length of the instructional week for elementary teachers shall be 1535 minutes which shall include a maximum of 1350 minutes of teaching, a minimum of 75 minutes for recess and a minimum of 110 minutes for preparation time.

21.2 The maximum length of the instructional week for secondary teachers shall be 1685 minutes which shall include an average of not more than 1380 minutes per week of teaching in each instructional cycle, exclusive of period change and teacher advisor time, and shall provide for a minimum of 12.5% of the classroom instruction cycle for preparation time.

21.4 The maximum length of the instructional week for middle school teachers shall be 1623 minutes which shall include a maximum of 1380 minutes of teaching, a minimum of 75 minutes for nutrition breaks and a minimum of 168 minutes for preparation time.

It is recognized that the Board must comply with pension reporting rules.

The terms of this agreement will be effective July 1, 2020 and will expire on June 30, 2021. The parties will meet no later than December 15, 2020 to discuss continuing or amending this agreement.

This agreement is subject to approval by the GVTA membership, the BCTF, and the BCPSEA.

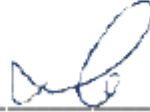
This agreement is without precedent or prejudice to either party. It is also understood that these terms of settlement apply only in School District 61 (Victoria) and are not binding on any other district



Signed this 11 ; day of June, 2020



Greater Victoria Teachers' Association



School District No. 61



On behalf of the BCTF



BCPSEA

## LETTER OF UNDERSTANDING

The Board of Education of School District No. 61 (the District)

and

The Greater Victoria Teachers' Association (the GVTA)

### **Processes for Increasing Teachers Continuing FTE**

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*Whereas*, the parties desire to include a process for positions to be split before posting to facilitate teachers assigned at the school where the posting occurs to increase their FTE in a fair and transparent process.

The parties agree to the following:

1. Prior to a position being posted, there may be situations where it is in the interests of both the employer and the Union to split a particular vacated position into more than one piece to facilitate filling by qualified candidate(s) at the school where the posting occurs.
2. A member of the teaching staff at a school can request to the school-based administrator that an upcoming vacancy be split or separated to enable one or more of the pieces to be available to them.
3. If the administrator declines the request, the teacher may forward their request to District Human Resources and the Union who will meet to determine the feasibility of the request and how the job will be posted. Considerations will include but not be limited to the effect of the remainder of the posting on school organization and the ability of the candidate to increase their FTE through other means.
4. If the position is to be split, then all portions of the position will be posted as compatible in the same round and those postings will include notice of the other portions of the original vacancy.
5. Positions will be filled in accordance with article E.20 of the Collective Agreement.

Whereas, the parties desire to include a process for teachers to increase their FTE in a fair and transparent process through the internal reassignment process in Article E.21 during the spring staffing period.

The parties agree to the following:

6. Internal reassignment of staff within a school will not be used to increase a teacher's FTE by more than 0.1 FTE per year.
7. Internal reassignment of staff that result in an increase in FTE shall be reported to the GVTA.

The signing of this Letter of Understanding does not negate any mediated, arbitrated, or grievance settlement related to the splitting of positions or internal reassignment.

The Parties agree to meet no later than June 30, 2022 to discuss renegotiation of all or parts of this agreement.

Signed this 3rd day of February 2021.



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Greater Victoria Teachers' Association



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Greater Victoria School District No. 61

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