

WORKING DOCUMENT –SCHOOL DISTRICT # 68

PROVINCIAL AND LOCAL MATTERS AGREEMENT

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION/

BOARD OF EDUCATION OF SCHOOL DISTRICT #68

(NANAIMO-LADYSMITH)

(The "Employer")

AND

BRITISH COLUMBIA TEACHERS' FEDERATION/

THE NANAIMO DISTRICT TEACHERS' ASSOCIATION

(The "Local")

Effective July 1, 2019 to June 30, 2022

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

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PREAMBLE:

DEFINITION OF TERMS

1. The use of one gender in this Agreement shall include the other and the singular include the plural, unless the sense of the provisions provides otherwise.
2. The term "Agreement" shall mean this entire Collective Bargaining Agreement.
3. The term "Association" shall mean the Nanaimo District Teachers' Association.
4. The term "Board" shall mean the Board of Education, School District No. 68 (Nanaimo-Ladysmith). It is understood that the Board designates and delegates administrative functions to the Superintendent and other administrative staff.
5. A "teacher" means a person holding a valid and subsisting certificate of qualification issued by the Teacher Regulation Branch who is appointed or employed by a Board to give tuition or instruction in a public school or to provide other educational services to the Board that employs the teacher and includes a person to whom the Branch issues a Letter of Permission for teaching as defined in the *School Act* and Regulations.
6. A "temporary" teacher shall mean a teacher employed on a temporary appointment pursuant to this Agreement.
7. An "Administrative Officer" means a person who is employed by the Board as a Director of Instruction, a Principal or a Vice-Principal.
8. A Teacher-Teaching-on-Call (TTOC) shall mean a teacher holding a valid B.C. Teaching Certificate who performs Teacher-Teaching-on-Call services for the Board and shall be subject to Article B.2 (Teacher Teaching on Call Pay and Benefits) and Article C.21 (Teacher Teaching on Call Employment Rights).
9. A "Speech and Language Pathologist" means a person providing assessment and therapy for students with speech and language problems.
10. For the purpose of this Agreement, "daily rate" shall mean 1/200 of the teacher's annual salary.
11. When "basic Teacher-Teaching-on-Call rate", "daily Teacher-Teaching-on-Call rate" or "Teacher-Teaching-on-Call rate" are used in this Agreement, it shall mean the rate determined by Article B.2.6 (Rate of Pay) or the actual rate paid to a Teacher-Teaching-on-Call, whichever is higher, but in no event will that rate be higher than the replaced teacher's daily rate.
12. "Noon intermission" is defined as the period of time that falls between the end of morning instruction and the commencement of afternoon instruction.
13. A "Board official" means the Superintendent or a person who is acting as a designate or delegate of the Board or Superintendent.
14. "Branch" means the Teacher Regulation Branch.

15. An "Education Assistant" means a person who is employed by the Board in accordance with Section 18 of the *School Act*.
16. Subject to the qualifications stated in Article B.20 (Placement on Schedule), teachers holding permanent British Columbia teachers certificates issued prior to the incorporation of the Teacher Qualification Service and as recognized by the Teacher Regulation Branch shall be presumed to be equivalent to Teacher Qualification Service levels as follows:

	Standard		Professional		
Certificate	EA	PC SC	PB SB	PA SA	
T.Q.S. LEVEL	3	4	5	6	

18. A "Supervising Administrative Officer" means a person employed by the Board as a school-based or District Principal, or as a Director of Instruction.

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

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

ARTICLE A.2 RECOGNITION OF THE UNION

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer [School District No. 68 (Nanaimo-Ladysmith)] recognizes the local [Nanaimo District Teachers' Association] 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 Nanaimo District Teachers' Association subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.

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

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

Local Provisions (Committees):

5. **Trustee Teacher Liaison Committee (TTLC)**
 - a. A committee shall be formed and maintained to facilitate communication between Representatives of the Board and the Association for the purpose of:
 - i. discussing and making recommendations to the appropriate Board Committee or to the Board in the absence of a Board Committee,

regarding trends, issues, the provision of educational programs and services, staff and facilities, which may impact teachers' working conditions;

- ii. discussing draft Board policy or proposals for Board policy which involve educational programs and make recommendations to the appropriate Board Committee or to the Board in the absence of a Board Committee;
 - iii. discussing the annual operating budget including the allocation of District and school-based resources, and making recommendations to the appropriate Board Committee or to the Board in the absence of a Board Committee;
- b. The Committee shall be comprised of eight (8) members in all, with four (4) representatives of the Board and four (4) representatives of the Association. At least two (2) representatives of the Board shall be Trustees.
 - c. The Board and the Association shall each provide a Co-Chairperson for the Committee who shall be jointly responsible for the agendas, minutes, and documenting action items arising from the meetings.
 - d. The Trustee Teacher Liaison Committee may strike additional Sub-Committee(s) to consider any topic within the Trustee Teacher Liaison Committee mandate. At the time a Sub-Committee is struck in accordance with this Article, the Trustee Teacher Liaison Committee will determine the Sub-Committee's terms of reference.
 - e. When a recommendation is made by the T.T.L.C. the Co-Chairpersons will bring forward the recommendation to the appropriate Board Committee or to the Board in the absence of a Board Committee.
 - f. Every effort will be made to ensure that meetings of this Committee will be held within fourteen (14) days of notification from either party.

6. District Committees - Teacher Representatives

- a. There are many occasions when teacher representation/participation on committees is necessary and desirable. Such representation/participation brings a vital practitioner perspective to the decision-making process.
- b. When teacher representation/participation on committees is required, the Superintendent or designate shall contact the Association indicating the purpose, the number of teacher representative/participants required and the area of interest/expertise desired.
- c. For continuing committees, the Superintendent or designate shall provide the Association with a list of such committees prior to the first day of the school year. The Association shall appoint teacher representative/participants as soon as possible but no later than the fourth Friday of the school year.

- d. For new committees the Association shall appoint teacher representative/participants within twelve (12) school days of receipt of the request by the Superintendent or designate.
- e. If teacher representative/participant provisions are not filled, they shall remain vacant and will be filled by the Association at the earliest possible date.
- f. Continuing committees shall elect their own Chairperson. Ad Hoc management task-related committees shall have a District staff person as Chairperson.

7. School Staff Committees

Shared decision making in the areas of school philosophy, policies, and programs enhances shared accountability and contributes to better decisions, greater identification with jointly developed goals, and greater job satisfaction.

- a. There shall be established by September 30 of each school year a recognized Staff Committee in each school.
- b. If no Staff Committee is in place, the principal shall by September 30 arrange for a meeting to be held for the purposes of establishing a Staff Committee for the school.
- c. The size, membership and quorum of the Staff committee shall be determined by the staff.
- d. A Principal or delegate shall be a member of the Staff Committee.
- e. The Staff committee shall meet as necessary to discuss issues relevant to the school staff and may:
 - i. offer advice, make suggestions and submit recommendations to the entire staff for the improvement of educational services in the school;
 - ii. review and make recommendations to the entire staff on the allocation of school based human and material resources;
 - iii. study and make recommendations to the entire staff with regard to the delivery of education services within the school;
 - iv. consult with other school-based groups and develop recommendations to the entire staff on matters of educational concern;
 - v. have access to information relevant to the school staff to facilitate educationally sound decision-making.
- f. Procedures
 - i. The Staff Committee and Staff Committee Chairperson shall be elected annually in accordance with the procedures established by the staff.
 - ii. The Staff Committee shall determine its internal operating procedures.

- iii. Regular meetings shall be held throughout the school year, with at least seven (7) days notice given.
- iv. Agendas of all regular Staff Committee meetings shall be published at least two (2) days prior to the meeting.
- v. In extraordinary circumstances a Staff Committee meeting may be called by the chairperson on shorter notice. The reason for this meeting shall be provided with the notice.
- vi. Staff Committee meetings shall not be scheduled to commence prior to one (1) hour before classes begin, or conclude later than two (2) hours after dismissal of students unless the majority of the Staff Committee members present vote to extend the stated time frame.
- vii. Minutes of the proceedings of all Staff Committee meetings shall be recorded and distributed.
- viii. To facilitate effective communication and to coordinate school Staff Committee work, the Administrative Officer(s) and the School Staff Committee Chairperson may need to meet periodically. Such meetings shall normally occur outside regular instructional time. However, when there is mutual agreement such a meeting is necessary and cannot be scheduled outside the Committee Chairperson's regular instructional time, release time for this meeting shall be provided to the School Staff committee Chairperson.

g. Implementation

- i. The school administration shall implement, whenever practicable, recommendations of the school Staff Committee which have been ratified at a school staff meeting. Except for aspects of personnel matters that are confidential in nature, the school administration shall provide a rationale to the next meeting of the school staff or Staff Committee, whichever comes first, when a decision is made not to implement a recommendation. When a decision is made not to implement a ratified recommendation of the school Staff Committee, the school administration may provide a rationale in writing if so requested by a majority of the school staff.
- ii. The functioning of a Staff Committee shall in no way contravene the *School Act*, School Regulations, and Minister of Education Orders, nor contravene the Articles in this Agreement.

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

The parties agree that this article constitutes the method and procedure for a final and conclusive settlement of any dispute (hereinafter referred to as "the grievance")

respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable.

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

8. Arbitration (Conduct of)

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or

allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

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

9. General

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

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

ARTICLE A.7 EXPEDITED ARBITRATION

1. Scope

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

2. Process

- a. The grievance shall be referred to one of the following arbitrators:
 - i. Mark Brown
 - ii. Irene Holden
 - iii. Chris Sullivan
 - iv. Elaine Doyle
 - v. Judi Korbin
 - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.

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

3. Local Provisions:

- a. Any grievance that has not been resolved by the end of step 2 Article A.6.3, and prior to arbitration may be referred to expedited arbitration by the party originating the grievance pursuant to Article A.6.6 or A.6.7 as applicable.
- b. All grievances except the following may be referred by the party originating the grievance to expedited arbitration:
 - i. dismissals
 - ii. suspensions
 - iii. policy or general grievances

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 GENERAL

1. This Agreement is made pursuant to and governed by the *School Act* and its Regulations, the *Labour Relations Code* and its Regulations and any other applicable statutory enactments. In case of any conflict between this Agreement and those enactments and regulations made thereunder, those enactments and regulations shall prevail.

ARTICLE A.21 CONTRACTING OUT

1. All work normally performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.
2. Except as mutually agreed by the Board and the Association, the Board shall not contract out duties of the type and kind which normally and regularly are performed by a teacher in the District.

ARTICLE A.22 EDUCATION ASSISTANTS

1. For the purposes of this Article, all persons employed by the Board to fulfill an "Education Assistant" assignment will be employed only in an Education Assistant position.
2. Individuals filling an Education Assistant position shall be under the general supervision of an Administrative Officer and the direct instructional supervision of the teacher(s) whom they assist.
3. When used in this Article, the term "teacher" includes an Administrative Officer(s) when the Administrative Officer(s) is carrying out teaching duties assigned by the Board.
4. Education Assistant Position

Individuals employed to fulfill Education Assistant position shall assist teachers in carrying out their duties and responsibilities, such as:

- a. assisting teachers in designing, supervising and assessing educational programs;
- b. assisting teachers in their instructional responsibilities and in the delivery of educational programs;
- c. assisting teachers in providing instruction to individual students and groups of students;
- d. assisting teachers in evaluating students and educational programs;
- e. assisting teachers in maintaining student records and reports to parents;

- f. providing any other assistance deemed appropriate by the teacher to whom assistance is being provided;
 - g. assisting teachers by providing personal care for dependent students; but shall not assume the teacher's instructional responsibility for any such duties or responsibilities.
5. Education Assistants shall not engage in any instructional responsibilities when the teacher who is receiving the assistance is absent from the classroom.

ARTICLE A.23 TEACHER REGULATION BRANCH FEES

1. The Board shall deduct on behalf of all teachers in its employ the annual fees required for the Teacher Regulation Branch (TRB) established under the *Teaching Profession Act* and remit the same to the TRB when notified of the fees by the Association or the TRB.

ARTICLE A.24 PICKET LINES

1. All employees covered under this Agreement shall have the right as a matter of conscience to refuse to cross or work behind a duly constituted picket line arising from a dispute under the *Labour Relations Code*. Any employee failing to report for duty for this reason shall be considered to be absent without pay and shall be deducted at the daily rate.
2. Failure to cross a duly constituted picket line, from a dispute under the *Labour Relations Code*, 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 legal strike, or locked out, nor shall teachers request, require, or direct students to carry out such duties.
4. In the event that there is a picket line at any school, the President of the Association or designate and the Superintendent of Schools or designate shall meet forthwith to attempt to determine whether or not such a picket line is viewed as a duly constituted picket line. If the Association President or designate and the Superintendent of Schools or designate agree that a picket line is not duly constituted, the employees covered by this Agreement shall be advised forthwith.

ARTICLE A.25 STRIKES/LOCKOUTS

There shall be no strikes or lockouts, as defined in the *Labour Relations Code*, by the parties to this Agreement or by employees bound by this Agreement, during the term of this Agreement.

ARTICLE A.26 SCHOOL STAFF REPRESENTATIVES

1. School staff representatives elected in accordance with Association procedures shall have the right to:
 - a. Upon the request of the employees or Association, the school staff representative shall be relieved of instructional and supervisory duties without loss of pay to attend grievance meetings with Board representatives.
 - b. It is recognized that:
 - i. all such meetings shall be conducted, whenever possible, outside normal instructional time; and
 - ii. there are some situations that will need to be dealt with during normal instructional time.

ARTICLE A.27 ACCESS TO WORK SITE

Upon advance notification to the Principal or designate of the school concerned, authorized representatives of the Association shall have the right to transact official Association business or meetings on school property at all reasonable times provided that such activities or uses do not interfere with school activities or other facility commitments.

ARTICLE A.28 BULLETIN BOARD

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

ARTICLE A.29 INTERNAL MAIL / COURIER SERVICE

The Association may make reasonable use of the District mail service, courier service, electronic mail service, and employee mail boxes for communications to bargaining unit members.

ARTICLE A.30 STAFF ORIENTATION

The Board will sponsor an annual orientation for new employees to which all new employees covered by this Agreement will be invited. The President of the Association or designate shall be invited to the orientation and shall have the opportunity to provide information to members.

ARTICLE A.31 ACCESS TO INFORMATION

1. The Board agrees to make available to the Association the following information within the timelines listed:
 - a. Upon request, and as it becomes available, all public financial information of the Board;
 - b. As it becomes available, information pertaining to employees covered by this Agreement showing name, date of birth, address, telephone number, email address, benefit coverage, allowances, salary and grid placement, seniority, status, and school/district assignment;
 - c. Notification of job postings, transfers, school assignments, new hires, resignations, leaves, layoffs, recalls, severances, retirements, employee deaths, dismissals, discharges, and suspensions as they occur;
 - d. Within ten (10) days of the request, information that may be used in negotiations and considering, processing, and/or resolving grievances;
 - e. Other information as mutually agreed will be made available to the Association upon request, in either a reasonable time determined by the complexity of the request, or by the applicable timelines in the Collective Agreement or legislation, subject to the information being in accordance with the *Freedom of Information and Protection of Privacy Act*.
2. The Board agrees to make available to the Association and its Staff Committee Chairpersons the following information within the timelines listed:
 - a. Upon request, and as it becomes available after consultation with the Staff Committee at school sites:
 - i. projected staffing allocations including projected student enrolment;
 - ii. projected class size and class composition by elementary division;
 - iii. projected school level surplus and vacancies.
 - b. Upon request, the FTE entitlement of continuing staff by work site;
 - c. As it is available at the District/Ministry level, information pertaining to projected and actual enrolment to include class size and composition at each school site;
3. The Board and Union agree that there are exceptional information requests that are more complex than others; therefore, timelines may be extended by mutual agreement.

ARTICLE A.32 DISSEMINATION OF AGREEMENT

1. A representative of the Association will meet with the Secretary-Treasurer or designate to proofread the draft prior to the printing of the Collective Agreement.
2. A copy of the current Collective Agreement shall be available for employees to access electronically, and all new employees shall be made aware of where the Agreement can be accessed. Each site-based administrator(s) and each staff representative(s) shall be provided with a printed copy of the Collective Agreement. The printing costs of the Collective Agreement shall be shared equally between the Board and the Association only where, by mutual agreement, the Collective Agreement is printed externally.

ARTICLE A.33 RIGHT TO REPRESENTATION

1. The employer shall advise an employee of the right to be accompanied by a representative of the Association at a meeting that is deemed to be, or may become, discipline or performance related.
2. If, at any time during a meeting between an employee and the employer, either party deems that the meeting may become discipline or performance related, then either party shall have the right to suspend the meeting until a representative(s) of the Association is present.

Note: See also Article C.27.2 Discipline and Dismissal of Employee Based on Misconduct.

3. When such meetings are held during instructional hours, the representative(s) of the local and the affected employee(s) shall be released from instructional duties. The meeting shall not result in loss of pay for the employee.

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:

Effective July 1, 2019 – June 30, 2020 (2% increase):

Step	Cat 4	Cat 5	Cat 5+	Cat 6	Cat 7 (B.20.10)
0	\$ 48,258	\$ 52,276	\$ 55,448	\$ 56,562	\$ 54,915
1	\$ 51,098	\$ 55,839	\$ 59,375	\$ 60,618	\$ 58,852
2	\$ 53,938	\$ 59,402	\$ 63,302	\$ 64,673	\$ 62,790
3	\$ 56,777	\$ 62,965	\$ 67,230	\$ 68,730	\$ 66,727
4	\$ 59,618	\$ 66,526	\$ 71,158	\$ 72,785	\$ 70,666
5	\$ 62,458	\$ 70,089	\$ 75,085	\$ 76,841	\$ 74,603
6	\$ 65,297	\$ 73,652	\$ 79,013	\$ 80,897	\$ 78,541
7	\$ 68,137	\$ 77,215	\$ 82,941	\$ 84,953	\$ 82,478
8	\$ 73,107	\$ 83,097	\$ 89,117	\$ 91,234	\$ 88,576

Effective July 1, 2020 – June 30, 2021 (2.0% increase):

Step	Cat 4	Cat 5	Cat 5+	Cat 6	Cat 7 (B.20.10)
0	\$ 49,223	\$ 53,322	\$ 56,557	\$ 57,693	\$ 56,013
1	\$ 52,120	\$ 56,956	\$ 60,563	\$ 61,830	\$ 60,029
2	\$ 55,016	\$ 60,590	\$ 64,568	\$ 65,967	\$ 64,046
3	\$ 57,913	\$ 64,224	\$ 68,575	\$ 70,104	\$ 68,062
4	\$ 60,810	\$ 67,857	\$ 72,581	\$ 74,241	\$ 72,079
5	\$ 63,707	\$ 71,491	\$ 76,587	\$ 78,377	\$ 76,095
6	\$ 66,603	\$ 75,125	\$ 80,594	\$ 82,515	\$ 80,112
7	\$ 69,500	\$ 78,759	\$ 84,600	\$ 86,652	\$ 84,128
8	\$ 75,301	\$ 85,590	\$ 91,791	\$ 93,971	\$ 91,233

Effective July 1, 2021 – June 30, 2022 (2.0% increase):

Step	Cat 4	Cat 5	Cat 5+	Cat 6	Cat 7 (B.20.10)
0	\$ 50,208	\$ 54,388	\$ 57,688	\$ 58,847	\$ 57,133
1	\$ 53,162	\$ 58,095	\$ 61,774	\$ 63,067	\$ 61,230
2	\$ 56,117	\$ 61,802	\$ 65,860	\$ 67,286	\$ 65,327
3	\$ 59,071	\$ 65,508	\$ 69,946	\$ 71,506	\$ 69,423
4	\$ 62,027	\$ 69,214	\$ 74,033	\$ 75,726	\$ 73,520
5	\$ 64,981	\$ 72,921	\$ 78,119	\$ 79,945	\$ 77,617
6	\$ 67,935	\$ 76,628	\$ 82,205	\$ 84,165	\$ 81,714
7	\$ 70,890	\$ 80,335	\$ 86,292	\$ 88,385	\$ 85,810
8	\$ 76,807	\$ 87,302	\$ 93,627	\$ 95,850	\$ 93,058

ARTICLE B.2 TTOC PAY AND BENEFITS

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher teaching on call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A TTOC shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee they are replacing is entitled to claim.
4. TTOCs shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay:
 - a. An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

Local Provisions:

7. Placement on Scale

a. For purposes of qualifying for placement on scale under Article B.2.6 TTOC's service shall not be broken by:

- i. a non-instructional day
- ii. a lockout
- iii. a school closure for any reason other than a strike.

b. Continuous Assignment

In the event that a TTOC's assignment is interrupted by the return of a teacher who subsequently is absent within one (1) working day, the TTOC, if that TTOC has the necessary qualifications for the TTOC assignment, shall be reassigned subject to availability and the TTOC assignment shall proceed as if it had not been broken for salary purposes.

c. Experience Recognition

For salary placement purposes only, a TTOC shall be granted one step on the increment scale on the salary grid for every one hundred sixty (160) full-time equivalent TTOC teaching days taught in the District.

Note: Effective September 19, 2014, TTOCs shall accrue experience credit and increments in accordance with Article C.4 (Teacher Teaching on Call Employment).

8. Call-Out

a. A TTOC assigned to work for a full day shall be paid for a full day and will provide service for the full day.

b. A TTOC assigned to work for a half-day shall be paid for a half day and provide service for a half day. It is agreed that the start of the school day to the lunch break constitutes a half-day and from the end of the lunch break to the end of the school day constitutes a half day for the purpose of this article.

c. Should a TTOC be assigned to work a full day and work only a half day, the TTOC shall be paid for the full day.

d. Certified TTOCs shall be given priority call out over non-certified TTOCs provided they possess the necessary qualifications.

e. A TTOC shall, upon request, receive kilometerage allowance equivalent to that of the itinerant teacher for whom they are replacing.

f. A TTOC assigned to teach on Gabriola Island shall, upon submission of receipt, receive reimbursement of the ferry fare.

9. TTOCs will be paid by cheque twice monthly not later than eight (8) working days after a pay period; such month-end payments subject to verification and adjustments being made from school and payroll records.
10. Where the carrier permits, TTOCs may participate in benefit plans offered to other Association members provided that the TTOC pays one hundred percent (100%) of all applicable premiums, quarterly, in advance.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

Article B.3 is not applicable in School District No. 68 (Nanaimo/Ladysmith).

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. [Applicable in S.D. 68]
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2. [Applicable in S.D. 68]
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

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

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

Local Provisions:

3. Reimbursement for Personal Property

- a. The Board shall reimburse an employee for the cost of replacement or repair of equipment, teaching aids or other personal material to be used in the performance of their work provided that such article has been registered with the appropriate Administrative Officer. Such reimbursement shall not exceed the insurance deductible or the cost of replacement/repair, whichever is the lesser.

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.

3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including their interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
8. Interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

Article B.9.1 through B.9.3 is not applicable in School District No. 68 (Nanaimo/Ladysmith). See Article B.9.4 below.

Local Provisions:

4. Salary Information
 - a. Teachers shall be paid in ten (10) monthly instalments, to be paid twice monthly commencing in September and ending in June, on the 15th or the last business day before the 15th, and on the last business day of the month.
 - b. This Article does not apply to TTOCs.
 - c. Any teacher wishing to change the bank account for the teacher's payroll deposit must complete a 'Payroll Direct Deposit Information' form and forward it to the Payroll Office.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

1. Provincial Article B.10.1 is not applicable in School District No. 68 (Nanaimo/Ladysmith). See Article B.10.5 below.
2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
4. Article B.10.4.a, Article B.10.4.b and Article B.10.4.d through Article B.10.4.g are not applicable in School District No. 68 (Nanaimo/Ladysmith).

- c. School District No. 68 (Nanaimo)

A non-resident of Gabriola Island assigned to teach on Gabriola Island shall be reimbursed an amount equal to their Gabriola ferry costs.

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

Local Provisions:

5. Use of Personal Vehicles
 - a. Association members who are required as a regular part of their duties to make use of a personal vehicle to drive between work sites on a regular basis shall be paid a kilometrage allowance according to Board Procedure (2440P).

ARTICLE B.11 BENEFITS

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

Local Provisions:

5. Preamble:
 - a. Upon point of hiring, the Employer shall provide each employee with an application or enrolment form for participation in all applicable benefit plans.
 - b. In the event an employee does not wish to participate in any particular benefit plan where opting out is an option, the application or enrolment form completed by the teacher must be so noted and said application or enrolment form shall be kept on file by the Employer.
 - c. The Employer shall advise all employees covered by the Collective Agreement that it is a condition of employment to contribute to the Teachers' Pension Plan or Municipal Superannuation Plan as applicable. The Employer shall ensure that the appropriate deductions are made and remitted to the Superannuation Commission.
 - d. Benefit coverage, where the carrier permits, shall be extended to the end of the next teaching month following a deduction of premiums.
6. The Board and the Teachers shall participate in the B.C. Medical Services Plan on a 70/30 cost sharing basis.
7. The Board shall pay 100% of the premium cost of the Provincial Extended Health Benefit Plan on behalf of each teacher who is a member of the Association and/or British Columbia Teachers' Federation who is covered under the M.S.P. group referred to in Article B.11.2 above.
8. The Board shall pay the basic premium cost of the B.C.T.F./B.C.S.T.A. Group Life Insurance Plan on behalf of each teacher who is a member of the Association. Only those teachers regularly teaching half-time or more shall be eligible for group life insurance. Options involving additional premium costs shall be the responsibility of the teachers.
9. The Board shall provide for payroll deductions for those teachers wishing to participate in the B.C.T.F. Optional Term Life Insurance Plan.
10. The teachers will participate in the B.C.T.F. Long Term Disability Salary Continuance Plan with the teachers contributing one hundred per cent (100%) of the premium. The Board will deduct the premiums for teachers participating in this plan.
11. The Board will pay (one hundred per cent) 100% of the cost of premiums of the Pacific Blue Cross Health Services Dental Plan that provides (one hundred per cent) 100% of Plan A, (sixty per cent) 60% of Plan B, and (fifty per cent) 50% of Plan C. Plan C is limited to a maximum of \$2,500.00 (two thousand five hundred dollars).

[Effective July 1, 2015, Plan C orthodontics coverage and lifetime maximum are 75% and \$5,000 respectively.]

12.
 - a. The Board and the Association shall participate in the Employee and Family Assistance Program provided by the Nanaimo Employee and Family Assistance Program on a 70/30 cost sharing basis.
 - b. The Association shall pay the employee portion of the Employee and Family Assistance Program premiums.
 - c. The purpose of the E.F.A.P. is to assist the employee who may have, or who may develop, a personal concern which affects job performance and is to aid in gaining assistance at the earliest possible time. Voluntary use of the program is encouraged and the confidentiality of such will be respected.
 - d. The President of the Association or designate shall be a member of the School District Employee and Family Assistance Program Committee.
 - e. The School District E.F.A.P. Committee will develop guidelines and procedures for the operation of the District Program. These guidelines will be circulated to all District employees.
13. The Board and teacher shall continue to contribute their respective share of the cost of maintaining coverage under B.C. Medical Services Plan, Provincial Extended Health Benefit Plan, B.C.T.F./B.C.S.T.A. Group Life Insurance, Salary Continuance Plan, and Dental Plan, where applicable, during the period a teacher is on medical leave of absence to a maximum of two (2) years after expiration of statutory sick leave provided that the teacher is not working elsewhere and is eligible to participate in one of the aforementioned plans.
14.
 - a. In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for one (1) year, the Board shall pay one (1) month's salary to the surviving spouse or to the estate if there is no surviving spouse. This payment is in addition to any amount earned by the deceased up to the date on which the deceased was last employed by the Board.
 - b. In addition to the payment in Article B.11.14.a, the Board will also pay one additional month's salary for any employee who has been in the service of the Board for more than twenty years.
 - c. The Board shall continue to provide, where applicable, medical, extended health and dental benefits to the dependents of record of the deceased teacher for a period of six (6) months after the death of the teacher. The dependents of record shall be notified in writing of the terms of this provision.

This Article does not apply to those teachers who are on a long term leave or disability plan.
15. Job Sharing - Benefits

Teachers participating in a job-sharing assignment which is 0.4 F.T.E. or greater shall be eligible to participate in all applicable benefits and on the same basis as if they were in a 0.5 F.T.E. or greater assignment.

16. Job Sharing - Pension
 - a. The Board's contribution toward a teacher's pension plan will be limited to the teacher's pensionable salary.

17. General Provisions

[Not applicable to the Provincial Extended Health Benefit Plan. See LOU No. 9.]

- a. The Board and the Association agree that specific benefit carriers may be changed with mutual agreement; such agreement shall not be unreasonably withheld.
- b. The Board shall provide an annual benefits summary to its employees.
- c. An Employee on an extended leave of absence shall be entitled to continue benefit coverage by making payments to the Board for the full premium cost of the benefit plans.

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 SCHEDULE

1. Except as otherwise provided, the placement of each teacher upon the schedule shall be in accordance with the teacher's qualifications as most recently determined by the Teacher Qualification Service.
2. Persons holding a Permanent Vocational Instructor's Certificate shall be placed on Category 4 of the salary scale, on the step determined by their recognized years of experience.
3. Persons holding a Letter of Permission shall be placed on the first step of Category 4. The Board shall inform the Association in writing of its intention to apply for a Letter of Permission.
4. Credit for Non-Teaching Experience
 - a. A teacher of industrial education shall be given credit for one-half of the teacher's experience as an apprentice, journeyman, or technician, provided the subject taught is directly related to that trade at least 60 per cent of the time, to a maximum of ten (10) years experience (five (5) years credit). For apprenticeship experience to qualify under the provisions of this clause, the appropriate apprenticeship must have been successfully completed in its entirety.
 - b. A teacher of home economics shall be given credit for one-half the experience in related fields (e.g. dietician) provided the subject taught is directly related to that experience at least 60 per cent of the time, to a maximum of ten (10) years' experience (five (5) years credit).
 - c. In no case shall the salary exceed the maximum of the category classification on which the teacher is paid.

5. New Teachers

- a. Final settlement of salary in the case of newly appointed teachers shall be dependent upon satisfactory evidence verifying certification and experience being submitted to the Secretary-Treasurer of the Board by November 30th. The commencing salary paid will be according to verified certification and experience. Should the Teacher Qualification Service verify a higher certification the salary will be adjusted retroactive to the beginning of the school year. The Board shall not refuse a reasonable request for extension of the time limits.
- b. In the case of teachers newly appointed to the District from other districts, their report records in other districts shall count as part of their report record here, to the extent ascertainable. Such teachers shall be placed on the scale as follows:

0 - 6	as per scale
7, 8 and 9	Step 7
10 +	Step 8

6. Experience Recognition

- a. Two hundred (200), teaching days will be recognized for a year's experience. For full-time teachers, one month will equal 20 days of experience.
- b. All experience (teaching/TTOC) with the Board will be recognized for experience credit.
- c. Out of District teaching experience will be recognized as per Article B.20.5.a but must be verified by the previous Board(s).
- d. TTOC experience from school districts, other than School District 68, will not be recognized.
- e. Teaching and related experience shall be fully recognized and credited for placement on the salary schedule for service in:
 - i. provincial government inspected schools or similar provincial institutions
 - ii. Department of National Defense Schools
 - iii. a school in a board approved exchange.
- f. Full experience credit shall also be earned for:
 - i. secondment to the Association;
 - ii. secondment to the BCTF or the CTF in an educationally related capacity for up to two years;
 - iii. secondment to the Ministry of Education in an educationally related capacity for up to two years;

- iv. secondment to a recognized university or college in an educationally related capacity for up to two years;
- v. service with CUSO or CIDA in an educationally related capacity for up to two years;
- vi. a paid leave of absence from the Board;
- vii. absence from the Board while on paid sick leave, extended sick leave or WCB leave for a maximum of one year;
- viii. absence while on maternity leave or parental leave; and
- ix. any other Board-approved leave for which the Board considers experience credit to be applicable.

7. Salary Grid Placement Committee

- a. The salary grid Placement Committee shall be a joint committee of representatives from the N.D.T.A. and the Board. It shall be made up of two members chosen by the Association and two members chosen by the Board.
- b. In the event that an employee wishes to appeal their placement on the salary scale for category and/or experience, the employee may apply for adjustment in writing to the salary grid Placement Committee which shall make the appropriate placement decision. In the event that the matter is not satisfactorily resolved and the employee wishes to appeal further, the grievance procedure, as outlined in Article A.6 (Grievance Procedure), shall apply.
- c. When an Association member has or acquires teaching or related experience not covered in this Article, they may apply to the salary grid Placement Committee for evaluation for salary placement.

8. Increments

- a. The increment date shall be September 1st or January 1st of each year except as below.
- b. Part-time teachers shall be credited with experience on a pro-rata basis. An increment shall be credited whenever the teacher's pro-rata accumulation totals ten (10) months, and shall take effect immediately upon accumulation without waiting for the end of the teaching year. For the purposes of Article B.20.8.b, part-time teachers are those teachers who are not employed on a full time basis for a full school year.
- c. Increments shall be granted to a teacher on exchange, and to a teacher on leave with the Department of National Defense or on Board approved paid education leave.

9. Partial Month

- a. One two-hundredths (1/200) of the annual salary will be paid or deducted for the following:
 - i. commencing an assignment part way through a month will be paid one two hundredths (1/200) of their annual salary for each day worked in that partial month.
 - ii. taking a personal leave of absence will be deducted one two hundredths (1/200) of their annual salary for each day not worked.
 - iii. Assignments ending before the end of the month will be paid one two hundredths (1/200) of their annual salary for each day worked in that month.

10. Category 6 Exceptions [Category 7]

- a. Teachers who are in possession of a Ministry of Education certificate P.A./S.A. issued prior to the incorporation of the Teacher Qualification Service who do not hold a Masters Degree recognized by the T.Q.S. shall be placed on the teacher's own step of the Category 6 scale divided by 1.03.
- b. Teachers paid on the Category 6 scale divided by 1.03 in accordance with the clause 9 b of the 1981 Agreement and similar clauses in previous Agreements shall continue to be paid on the Category 6 scale divided by 1.03.

11. Certification Changes

- a. Where a teacher already on staff satisfactorily completes training programs and where the teacher makes application for certification change, the resulting change in certification shall be effective from the first day of the month immediately following the receipt of the date on the official transcript for the training program.
- b. It is the responsibility of the teacher to notify forthwith the Human Resources Department of any change in certification and to have the change in certification verified.

12. Financial Adjustments

- a. In the event of an employer or employee error which affects the calculation of an employee's net pay, the Board shall notify the employee and make the applicable adjustment to correct such errors.
- b. Such adjustment will be retroactive from the earlier of:
 - i. the date the error occurred; or
 - ii. one (1) year, prior to the employer or employee notifying the other of the error.

13. Newly Created Positions
 - a. Prior to the posting of a newly created position covered under the terms of this Agreement the parties shall negotiate the allowance for the position.
 - b. If the parties cannot agree, the matter shall be referred to Arbitration in accordance with Article A.6 (Grievance Procedure).
 - c. In the interim, the position may be filled at the allowance established by the Board.
 - d. Upon receipt of the Arbitration Award the allowance will be adjusted retroactively when applicable to the date the position was filled.

ARTICLE B.21 SPEECH AND LANGUAGE PATHOLOGISTS

1. Speech and Language Pathologists, as recognized in Article A.2 (Recognition of the Union), shall be paid in accordance with the salary schedule established in Article B.20.1 (Placement on Schedule).
2. Category placement for salary purposes shall be:
 - a. at the category assigned by the Teacher Qualification Service, for those Speech and Language Pathologists holding a valid Teaching Certificate from the Teacher Regulation Branch; or
 - b. otherwise, at the category which is most nearly equivalent to the category of teachers based on the years of university level training in the discipline.
3. Experience placement of all Speech and Language Pathologists on the salary schedule shall be as determined by Article B.20.6 (Placement on Schedule).
4. Salary placement shall be effective from initial employment or the first of the month following the month in which the employee advises the Board of entitlement to a change in category.
5. All other terms and conditions of employment established in this Agreement shall apply to Speech and Language Pathologists.
6. Speech and Language Pathologists who are eligible may be covered by the Teacher Pension Plan (Superannuation). Speech and Language Pathologists who are not covered by the Teacher Pension Plan shall participate in the Municipal Superannuation Plan, subject to the terms and conditions of the *Pension (Municipal) Act* and attendant regulations.

ARTICLE B.22 POSITIONS OF SPECIAL RESPONSIBILITY

1. Job Description

The Board shall prepare and maintain job descriptions for all positions of special responsibility. These positions shall include, but not be limited to, Head Teachers, Department Heads and Teachers-In-Charge. Such job descriptions will not be finalized by the Board until after discussion with the Association.

2. New Positions

- a. The rate of pay and/or release time for new position(s) of special responsibility created by the employer shall be subject to negotiation between the Board and the Association.
- b. If the parties are unsuccessful in negotiating a rate of pay and/or release time for a new position(s) with ninety (90) days, the rate and/or release time will be determined by a mutually agreed upon third party, unless otherwise agreed by the Board and the Association.
- c. Unless otherwise mutually agreed, a new position of special responsibility established by the Board shall not be filled until the two parties have agreed to the rate of pay and/or release time.

3. Changes to Existing Positions

- a. The Board shall notify the Association prior to changing a position of special responsibility. Such changes will not be finalized by the Board until after discussion with the Association.
- b. The rate of pay and/or release time for existing position(s) of special responsibility, where the duties or responsibilities of the position(s) are substantially changed, shall be subject to negotiation between the Board and the Association.
- c. If the parties are unsuccessful in negotiating a rate of pay and/or release time for such substantially changed position(s) within ninety (90) days, the rate and/or release time will be determined by a mutually agreed upon third party, unless otherwise agreed by the Board and the Association.
- d. Unless otherwise mutually agreed, substantial change(s) to an existing position(s) shall not be put into place until the two parties have agreed to the rate of pay and/or release time.

4. Elimination of Positions

The Board shall notify the Association prior to the elimination of a position of special responsibility. The elimination of a position(s) will not be finalized by the Board until after discussion with the Association.

ARTICLE B.23 TEACHER-IN-CHARGE

1. The Superintendent or designate may appoint a teacher(s) as Teacher-in-Charge to act as Principal, as required, on those occasions when the Principal is absent from the school and no other Administrative Officer has been designated to act as Principal.
2. A teacher(s) who is appointed as Teacher-in-Charge shall be selected from a listing of teachers assigned to that school who have expressed an interest at the beginning of the school year in serving as a Teacher-in-Charge.
3. A Teacher-in-Charge shall strive to ensure the safety of students and the security of the school. A Teacher-in-Charge shall be responsible for the routine administrative and managerial duties of the Principal, the Principal's teaching assignment, if any, (except when no Teacher-Teaching-on-Call (TTOC) is provided for the teaching assignment of the Teacher-in-Charge) and for any emergent matters which may arise. Where necessary a Teacher-in-Charge may request assistance from District supervisory staff.
4. A Teacher-in-Charge shall not be required to assume the duties specified in this Article for a period exceeding five (5) consecutive days at any one time unless otherwise mutually agreed to by the Teacher-In-Charge and the Superintendent or designate.
5. A Teacher-in-Charge shall assume those duties and responsibilities in Article B.23.3 on each occasion when no Administrative Officer is on site.
6. Whenever possible a minimum of three (3) days direct notice shall be provided to the designated Teacher-in-Charge prior to being required to assume Teacher-in-Charge responsibilities. In emergent situations the designated Teacher-in-Charge should assume Teacher-in-Charge responsibilities without direct notification.
7. A teacher appointed as Teacher-in-Charge shall receive an allowance in accordance with:
 - a. an annual allowance as follows for up to ten (10) F.T.E. directed Teacher-in-Charge duty days:

September 30
Student Enrollment

Date	0-400	401-800	801-1200	1201+
Effective July 1, 2019	\$ 868.22	\$ 1,002.86	\$ 1,134.98	\$ 1,401.75
Effective July 1, 2020	\$ 885.59	\$ 1,022.92	\$ 1,157.68	\$ 1,429.78
Effective July 1, 2021	\$ 903.30	\$ 1,043.38	\$ 1,180.84	\$ 1,458.38

- b. an allowance as follows for days in excess of ten (10) F.T.E. directed Teacher-in-Charge duty days for those on an annual allowance, or for those designated as Teacher-in-Charge on an occasional basis:

September 30
Student Enrollment

Date	0-400 per day	0-400 per half day or less
Effective July 1, 2019	\$ 86.82	\$ 43.54
Effective July 1, 2020	\$ 88.56	\$ 44.41
Effective July 1, 2021	\$ 90.33	\$ 45.30

Date	401-800 per day	401-800 per half day or less
Effective July 1, 2019	\$ 100.29	\$ 50.14
Effective July 1, 2020	\$ 102.29	\$ 51.15
Effective July 1, 2021	\$ 104.34	\$ 52.17

Date	801-1200 per day	801-1200 per half day or less
Effective July 1, 2019	\$ 113.51	\$ 56.75
Effective July 1, 2020	\$ 115.78	\$ 57.89
Effective July 1, 2021	\$ 118.09	\$ 59.05

Date	1201+ per day	1201+ per half day or less
Effective July 1, 2019	\$ 140.17	\$ 70.34
Effective July 1, 2020	\$ 142.97	\$ 71.75
Effective July 1, 2021	\$ 145.83	\$ 73.18

8. A teacher performing as a Teacher-in-Charge for a period of one-half (1/2) day or greater, shall be provided with a TTOC, if one is available, unless otherwise mutually agreed to by the Teacher-in-Charge and the Administrative Officer(s).
9. A teacher performing as a Teacher-in-Charge shall be covered by the terms and conditions of this Agreement.

ARTICLE B.24 HEAD TEACHERS

1. The Board shall appoint Head Teachers following the recommendation of the Superintendent or designate.
2. A teacher(s) who is appointed as Head Teacher shall be selected from a listing of teachers assigned to that school who have the necessary qualifications and have expressed an interest, by April 30th of the previous school year, in serving as Head Teacher.
3. Head Teacher positions not filled from within the school will be considered as vacancies and shall be filled according to Article E.23 (Posting and Filling Vacant Positions).
4. Consultation with the affected school staff shall take place prior to the appointment of a Head Teacher.
5. Employees appointed to the position of Head Teacher shall receive two (2) hours per week release time to fulfill the duties and responsibilities of the position.
6. Head Teacher Allowance

The annual allowance for Head Teachers shall be at the following rate:

September 30 Per Annum
Student Enrollment

Date	0-75	76-125	126
Effective July 1, 2019	\$ 4,141.07	\$ 4,407.83	\$ 4,674.59
Effective July 1, 2020	\$ 4,223.89	\$ 4,495.98	\$ 4,768.08
Effective July 1, 2021	\$ 4,308.37	\$ 4,585.90	\$ 4,863.44

ARTICLE B.25 DEPARTMENT HEADS

1. Department Head positions shall be filled by competition.
2. The Board shall appoint Department Heads following the recommendation of the Superintendent or designate.
3. Consultation with the staff of the Department concerned shall take place as the first step in the competition for the appointment of a Department Head.
4. When a Department Head position is created or becomes vacant a Department Head Selection Committee shall screen, short-list and interview candidates. The make up of the Committee shall include two (2) teacher representatives.

5. Department Head Allowance

- a. Department Heads designated as heads of large departments shall be paid an allowance per annum, as follows:

Date	Heads of large departments
Effective July 1, 2019	\$ 3,339.53
Effective July 1, 2020	\$ 3,406.32
Effective July 1, 2021	\$ 3,474.45

- b. Department Heads designated as heads of small departments shall be paid an allowance per annum, as follows:

Date	Heads of small departments
Effective July 1, 2019	\$ 1,669.76
Effective July 1, 2020	\$ 1,703.16
Effective July 1, 2021	\$ 1,737.22

6. Department Head Release Time

- a. Department Head release time shall be provided to each secondary school for the purpose of providing Department Head leadership and coordination of curricular issues and departmental activities.
- b. The amount of Department Head release time allocated to a secondary school shall be calculated on the basis of the following allocation formula:

<u>School Enrolment</u>	<u>Allocation</u>
0-400	1 block
401-800	3 blocks
801-1200	5 blocks
1201+	7 blocks

- c. An additional school allocation of substitute days to provide release time for Department Heads will be made by providing each school with a bank of substitute days. This will be allocated at the rate of one (1) day per each large Department Head equivalent entitlement per school. Distribution of this time shall be limited to those Department Heads who receive less than the equivalent of a full block of release time for that school year.
- d. A Department Head shall receive no more than the equivalent of one (1) block of Department Head release time per school year.
- e. Use of a school's Department Head release time entitlement shall be primarily directed towards curricular areas.

- f. After consultation with the School Staff Committee, in accordance with Article A.5.7.e (Committee Membership), and the school's Department Heads, the school's Administrative Officer(s) shall determine the use of the school's Department Head release time entitlement.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

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

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]
 - b. Seniority Verification Process
 - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher Teaching on Call (TTOC)
 - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.

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

Local Provisions:

7. Seniority
- a. In this Article, "seniority" for employees on continuing appointments means an employee's aggregate length of service in the employment of the Board for actual time worked, inclusive of service under temporary appointment and part-time teaching. For the purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time service.
 - b. In addition to Article C.2.7.a above, the seniority for an employee on a continuing contract shall include:
 - i. TTOC seniority accumulated pursuant to Article C.2.3; and
 - ii. Seniority ported in accordance with Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
 - c. Seniority shall not be accumulated while on leave in excess of one (1) month except:
 - i. maternity, parental and extended maternity leave;
 - ii. educational leave;
 - iii. leave for duties with the Association, British Columbia Teachers' Federation, or the Teacher Regulation Branch;

- iv. secondment to the Ministry of Education, a Faculty of Education or pursuant to a recognized teacher exchange program;
 - v. long-term sick leave;
 - vi. leave for teaching:
 - (1) with the Department of National Defense;
 - (2) C.U.S.O.;
 - (3) with C.I.D.A.; or
 - (4) other mutually acceptable professional activities;
 - vii. detached duty;
 - viii. leave for LAIP; and
 - ix. compassionate care leave pursuant to Article G.2 (Compassionate Care Leave).
- d. Tie Breaking Provisions
- i. when the seniority of two or more employees is equal, the employee with the earliest date of recorded acceptance (verbal) shall be deemed to have the greatest seniority;
 - ii. when the seniority of two or more employees is equal pursuant to Article C.2.7.d.i above, the employee with the greater number of days of TTOC service in the District shall be deemed to have the greatest seniority;
 - iii. when the seniority of two or more employees is equal pursuant to Article C.2.7.d.ii above, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.
- e. Loss of Seniority
- An employee shall maintain seniority for twenty-four (24) months from the date of layoff except when terminated for cause pursuant to this Agreement and the *School Act* and Regulations.
- f. Termination
- i. Termination occurs when employment is severed through resignation or discharge, or when the severance pay option is exercised and thereby recall rights are relinquished, or when the recall period expires.
 - ii. Severance compensation is awarded in accordance with Article C.20.10.

8. Seniority List

The Board shall, by October 15th of each year, forward to the Association a list of all employees employed by the Board, in order of seniority calculated according to this Article, setting out the length of seniority as of September 1st of that year.

ARTICLE C.3 EVALUATION

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

ARTICLE C.4 TTOC EMPLOYMENT

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

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

ARTICLE C.20 LAYOFF, RECALL, TERMINATION AND SEVERANCE OF TEACHERS

1. General

Where the Board considers that for educational, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Board, it shall be done in accordance with the provisions of this Article. The Association will be informed of the reasons for the need to reduce the total number of teachers. Nothing in this Article is intended to interfere with the Board's authority regarding suspension, dismissal or termination of teaching personnel pursuant to this Agreement and the *School Act* and Regulations.

2. Basic Principle

Increased length of service in the employment of the Board entitles teachers on continuing appointments to increased security of teaching employment, provided that they possess the necessary qualifications.

3. Qualifications

Necessary qualifications used in this Article shall be based on the following criteria:

- a. education preparation, normally defined as twelve (12) 200 level or above U.B.C. units (or equivalent) in the particular subject area or fifteen (15) U.B.C. units (or equivalent) in elementary education or sufficient generalist preparation for an elementary teaching assignment;
- b. related educational experience as documented in the teacher's personnel file. Other less formal training and experience that is applicable to the teaching assignment shall be considered;
- c. demonstrated ability as documented in official reports which would indicate that the individual could perform the duties following a reasonable period of familiarization;
- d. completion of education courses or other retraining relevant to the position;
- e. other less formal training, experience, and demonstrated ability that is applicable to the teaching assignment shall be considered.

4. Layoff Procedures

a. Layoff

Layoff occurs when the services of a teacher on a continuing appointment are no longer required and such a teacher elects to remain on the recall list.

- b. When for educational, organization, or budgetary reasons the Board determines that it is necessary to reduce the total number of teachers on continuing appointments employed by the Board, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

- c. For the purposes of this Article, "termination" or "layoff" includes the termination of teachers on continuing contract, or the termination of a temporary contract teacher prior to the end of the term of the contract.

d. Application to Part-Time Teachers

In the selection of teachers for layoff, a part-time teacher who is senior to another teacher shall be entitled to be retained provided the part-time teacher has the necessary qualifications:

- i. if the junior teacher's assignment is of the same percentage of time; or
 - ii. if the junior teacher's position is of a lesser percentage of time and the senior teacher elects to claim it; or
 - iii. if the junior teacher's position is of a greater percentage of time, if the senior teacher elects to claim it.
- e. Notice
 - i. Written notice of layoff to teachers on continuing appointments shall state:
 - (1) the date the teacher's services are no longer required;
 - (2) the date employment ceases;
 - (3) a reference to teacher's rights and responsibilities under Articles C.20 (Layoff, Recall, Termination and Severance of Teachers) and C.21.2.b (TTOC Employments Rights).

A copy of each such letter shall be sent to the Association.
 - ii. Such notice shall be delivered:
 - (1) thirty (30) days before the end of winter break for the elementary schools and thirty (30) days before the end of the first semester at the secondary schools; or
 - (2) thirty (30) days before the end of a school term if the layoff is to take place at the end of the term; or
 - (3) sixty (60) days notice may be given for layoff other than at the end of the school term only if such notice is given between the period June 1st and July 15th inclusive.
 - iii. The termination of a teacher on a temporary appointment prior to the end of the term of the appointment shall state:
 - (1) the date the teacher's services are no longer required;
 - (2) the date employment ceases;
 - (3) a statement of the rights to severance pay.

A copy of each such letter shall be sent to the Association.
 - iv. For the purposes of this Article, "school term" shall mean the period ending December 31st and June 30th for elementary and non-semestered secondary schools and January 31st and June 30th for schools on a semester system (or as determined by the January/June Provincial Examination Schedule).

5. Recall

- a. When a position on the teaching staff of the District becomes available, the Board shall fill the position in accordance with Article E.23.7 (Posting and Filling Vacant Positions). If a teacher is recalled as a result of the process outlined under Article E.23.7 and declines the recall, the decline will be recognized as a refusal under Article C.20.5.e.ii.
- b. Teachers on the recall list will be responsible for advising the Human Resources Department, in writing, of any changes in address, telephone number or qualifications, to ensure that they are considered for vacancies which might arise. Three (3) calendar days shall be provided to inform any teacher on the recall list of an available position.
- c. A teacher offered re-employment pursuant to Article C.20.5.a shall inform the Board whether or not the offer is accepted, by 4:00pm the following working day, unless extended to three (3) calendar days by mutual agreement. The Board official making the offer shall give specific instructions to the teacher on how to make contact during that period.
- d. Teachers who accept offers of re-employment in accordance with Article C.20.5.a above shall commence duties either:
 - i. at the start of the school year or semester; or
 - ii. within twenty (20) teaching days from the acceptance of the offer for positions that do not commence at the start of the school year or semester; or
 - iii. upon return from an approved statutory or medical leave; or
 - iv. at the end of the current university session/semester in which they are already registered where recall would require the teacher to interrupt attendance.
- e. A teacher's right to recall is lost:
 - i. if the teacher elects to receive severance pay;
 - ii. subject to Article C.20.5.c, if the teacher refuses two (2) offers of re-employment, excepting:
 - (1) if the offer is to a position of lesser time than the position previously held; or
 - (2) if a former part-time teacher does not wish to accept re-employment at greater time than previously employed; or
 - iii. if the teacher accepts a continuing appointment of 0.8 F.T.E. or greater elsewhere; or
 - iv. if twenty-four (24) months have elapsed from the date of layoff.

- f. Loss of right of recall constitutes termination, and shall be confirmed in writing.
- g. Upon recall, the teacher shall be entitled to a continuing appointment to the teaching staff of the District if the teacher held a continuing appointment at the time of layoff, or where the teacher otherwise would be entitled to a continuing contract pursuant to this Agreement. Teachers on the recall list may be appointed to temporary assignments without jeopardizing their right to recall otherwise contained in this Agreement, and acceptance of a temporary assignment with the Board does not affect a teacher's continuing appointment status for the purposes of recall.
- h. For recall purposes only, teachers hired subsequent to August 31, 1980, and in the employ of the Board as of December 31, 1983 but with a break in service of up to one (1) consecutive year, will qualify for accumulated seniority from the date of the first appointment.

6. Recall List

The Board shall maintain a recall list. Copies of that list will be sent to the Association at least once during the Fall term and once during the Spring term each year.

7. Sick Leave

Teachers when recalled pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of layoff.

8. Benefits

A teacher who retains rights of recall pursuant to Article C.20.5 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement by payment of the full cost of such benefits to the Board.

9. Retraining

A teacher who retains rights of recall shall be entitled to make application to the Association for grants from the Professional Development Fund, provided in this Agreement, for the purpose of retraining for available positions.

10. Severance Pay

- a. Years of service are defined as in the seniority definition in Article C.2 (Seniority).
- b. A teacher who is employed by the Board and who is laid off, save and except a teacher who is terminated or dismissed for cause, may elect to receive severance pay at any time before the teacher's right of recall is lost. It is the teacher's responsibility to request severance pay in writing prior to resigning. A teacher who receives severance pay pursuant to this Article and who is subsequently rehired by the Board more than one (1) year after accepting severance pay, shall be entitled to retain all, or any portion of the severance award. However, those years of service used to generate the severance pay that are retained by the teacher cannot be used for determining severance pay at the time of subsequent termination of employment.

- c. Severance pay shall be calculated as follows:
 - i. up to six (6) months continuous service, 5/200 of annual salary;
 - ii. six (6) months to one (1) year continuous service, 10/200 of annual salary;
 - iii. more than one (1) year continuous service, five per cent (5%) of one (1) year's salary for each year's service up to a maximum of one (1) year's pay (adjusted to reflect any change in percentage of teaching time);
 - iv. salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's lay off.
- d. Any question regarding the interpretation, application or alleged violation of this Article shall be subject to the procedures found in Article A.6 (Grievance Procedure).

ARTICLE C.21 TEACHER-TEACHING-ON-CALL EMPLOYMENT RIGHTS

- 1. Availability of Teachers-Teaching-on-Call (TTOCs)
 - a. Except when classes are not in session, when an employee with classroom instructional duties is absent from a school the Board shall employ a TTOC to replace the employee if a suitable TTOC is available.
 - b. Under normal circumstances the TTOC would be requested to assume only the duties of the employee that TTOC is replacing. However, in some instances, the TTOC may be requested to perform other reasonable duties.
 - c. The TTOC shall not be required to perform the duties normally performed by support staff.
 - d. When an employee who does not register a class is absent from the school for a period greater than two (2) days and the absence is expected to continue for a longer period of time, the Administrative Officer, after consultation with the absent employee, will consider employing a TTOC to replace the employee if a suitable TTOC is available.
- 2. TTOC List
 - a. All TTOCs new to the list shall have a valid B.C. Teaching Certificate, except where no qualified and suitable TTOC is available.
 - b. Teachers on the recall list will be placed on the TTOC list if they wish.
 - c. The Board shall forward a copy of the TTOC List to the Association by October 15th and January 31st in each school term.
 - d. The Board shall not remove a TTOC from the TTOC list without providing a written outline of concerns to the teacher with a copy to the Association. Such

removal can be for just and reasonable cause or can be performance related. If the concerns are performance related, the performance problems have to be outlined as well as recommendations for improvement of performance and a time line for implementation.

3. TTOC Evaluation

- a. Evaluation of a TTOC's performance may be initiated by:
 - i. the TTOC; or
 - ii. an Administrative Officer or the Superintendent or designate at any time after two (2) weeks in the same assignment.
- b. The criteria set out in Article C.25.2 (Evaluation) shall be used as a general guideline for the evaluation. The specific application of Article C.25.2 (Evaluation) shall be adjusted as necessary by the evaluator, in consultation with the TTOC, to suit the scope and duration of the teaching assignment upon which the evaluation is based.

4. TTOC Provisions

TTOC shall be subject only to the following articles unless otherwise stated in an article:

- a. Definition of Terms
 - b. A.1 Term, Continuation and Renegotiation
 - c. A.24 Picket Lines
 - d. A.25 Strikes/Lockouts
 - e. A.32 Dissemination of Agreement
 - f. B.2 Teacher Teaching on Call Pay and Benefits
 - g. B.7 Reimbursement for Personal Property Loss
 - h. C.21 Teacher-Teaching-on-Call Employment Rights
 - i. C.27 Discipline and Dismissal of Employee Based on Misconduct
 - j. D.24 Regular Work Year
 - k. D.27 Supervision
 - l. D.28 Extra-Curricular Activities
 - m. D.31 Health and Safety
 - n. E.1 Non-Sexist Environment
 - o. E.2 Harassment/Sexual Harassment
 - p. E.23.6 Filling Positions
 - q. E.23.7 Filling Positions – New Year
 - r. E.23.8 Filling Positions
 - s. E.23.9 Updating and Renewing Applications
 - t. E.23.11 Vacancy Competition Process
 - u. E.25 Discrimination
 - v. E.26 Personnel Files
 - w. A.6 Grievance Procedure (as it pertains to the above provisions which are applicable to TTOC)
5. After twenty (20) days TTOC service in one TTOC assignment, such assignment shall be converted to a Temporary Appointment retroactively to day one of the TTOC assignment.

ARTICLE C.22 TEMPORARY APPOINTMENTS

1. Employment of Temporary Appointment Teachers

- a. The Board may appoint a teacher to a temporary appointment. Such an appointment shall be in writing stating that it is a temporary appointment and specifying the period of duration.
- b. Temporary appointments shall be made in accordance with the following:
 - i. For a period not exceeding one year, to any position temporarily existing or temporarily vacant; or
 - ii. For a period not exceeding the remainder of the existing school year, to any position which has become vacant during a school year.
- c. The Board and the Association recognize that normally, the number of full-time equivalent teachers on temporary appointments will not exceed the number of full-time equivalent teachers on leave.
- d. A temporary appointment shall be deemed to be terminated at the expiration of the period specified in the temporary appointment.
- e. A temporarily existing position which exists for two consecutive years shall be designated for a continuing appointment or discontinued.
- f. The Board agrees to provide the Association by October 15th of each year with the following:
 - i. a list of teachers on temporary appointments;
 - ii. a list of all positions the Board considers temporarily existing or temporarily vacant for that school year.

After October 15th of each year, the Superintendent or designate will notify the Association of all temporary appointments as they occur.
- g. Every letter of temporary appointment shall:
 - i indicate whether the appointment is to a temporarily existing or temporarily vacant position;
 - ii. be copied to the Association.
- h. The Superintendent or designate shall meet with the Association President or designate prior to June 30th to review temporary appointments as indicated in Article C.22 (Temporary Appointments) and the transfer list as determined under Article E.22 (Transfer).

- i. A teacher on a temporary contract who has not received a "less than satisfactory report", shall be granted a continuing contract of employment after completion of nine (9) months of continuous service or fifteen (15) months of aggregate service in the employment of the Board.
2. Temporary Appointments - Evaluation
 - a. The Board recognizes the value of evaluating teachers on temporary appointments.
 - b. Temporary teachers may be evaluated at any time but in any event, upon the request of a temporary teacher, if the request is made in sufficient time to conduct and complete the evaluation, before the conclusion of either:
 - i. the temporary teacher's ninth (9th) consecutive month of employment on a temporary appointment; or
 - ii. the temporary teacher's fifteenth (15th) month of cumulative service on temporary appointments.
 - c. The criteria set out in Article C.25.2 (Teacher Evaluation Criteria) shall be used as a general guideline for the evaluation. The specific application of Article C.25.2 shall be adjusted as necessary by the evaluator, in consultation with the temporary teacher, to suit the scope and duration of the teaching assignment upon which the evaluation is based.

ARTICLE C.23 EMPLOYMENT ON CONTINUING CONTRACT

1. All teachers appointed by the Board to the teaching staff of the District shall be appointed on a continuing contract of employment except for:
 - a. Temporary appointment made in accordance with Article C.22 (Temporary Appointments) and subject to the provisions of this Agreement
 - b. Teachers-Teaching-on-Call (TTOCs) engaged, subject to the provisions of this Agreement.

ARTICLE C.24 PART-TIME TEACHERS' EMPLOYMENT RIGHTS

1. A teacher with a full-time continuing teaching appointment may request a part-time teaching assignment, specifying the fraction of time requested and the length of time to a maximum of thirty (30) school months for which the part-time assignment is requested. The Board shall not unreasonably refuse such a request.
2. When such a request is granted by the Board, the teacher shall be deemed to be on leave of absence from the teacher's full-time continuing appointment for the balance of the part-time term requested.
3. At the expiration of the leave of absence granted by the Board to a teacher, pursuant to Article C.24.1, a teacher shall be entitled to return to a full-time teaching assignment

similar to the teacher's previous full-time assignment. Such teacher may return to a full-time teaching assignment at an earlier date or may extend the original period of part-time teaching by agreement with the Board, providing reasonable notice of such request is made.

4. A teacher with a continuing part-time teaching appointment may, without prejudice to that appointment, request an additional specified part-time appointment for a specified length of time terminating not later than the conclusion of the part-time assignment approved under Article C.24.1 or extended under Article C.24.3.

ARTICLE C.25 EVALUATION

1. Teacher Evaluation

The purpose of evaluation is to promote and reinforce an optimal learning environment for students. The teaching process is a complex one and the evaluation of this process is a difficult and technical function.

- a. The *School Act* and Regulations specifically give the Superintendent, Deputy Superintendent, Assistant Superintendents and Administrative Officers the evaluation responsibility.
- b. Evaluation of teacher performance should be a cooperative, continuing process designed to improve the quality of instruction. Notwithstanding this Article, professional staff may develop whatever forms of peer or team assessment they may find helpful, provided that such assessments do not interfere with the evaluation process contained in this Article. Any such system acceptable to the participants would serve to augment the effectiveness of the formal evaluation system and hence lead to the improvement of the quality of instruction in the District.
- c. The Superintendent, Deputy Superintendent, Assistant Superintendents and Administrative Officers shall write reports as required by the *School Act* and Regulations and in accordance with the provisions of this Article.
- d. Appointed Board officials, if directed by the Superintendent, shall write reports on teachers new to the school, on other teachers not less than once in every five (5) years, or on the request of the teacher unless the teacher and Superintendent agree otherwise.
- e. The evaluator will advise the teacher in writing that a performance evaluation is to be conducted and a report prepared.
- f. i. The evaluator will meet with the teacher for the purpose of discussing the process and criteria that will be employed in conducting the evaluation. The anticipated timeline for the evaluation process shall be discussed. If the timeline cannot be adhered to, then the teacher shall be advised in writing.

- ii. Under normal circumstances, the timeline for continuing appointment teachers shall not extend beyond the end of the work year in which the evaluation began.
- g. All formal evaluation reports prepared pursuant to this Article shall be in writing.
- h. An evaluation leading to a report shall be based on a minimum number of three (3) and not more than six (6) classroom visits, unless the teacher and the evaluator otherwise agree, as well as on the teacher's general performance in the school as it relates to the evaluation criteria in Article C.25.2. These observations are formal and exclusive of any incidental supervision practices.
- i. The criteria of performance shall relate to those aspects of the teaching/learning situation which can reasonably be expected to be the teacher's responsibility and over which the teacher has control.
- j. While it is intended to evaluate a teacher within the teacher's areas of training/expertise, where a teacher's assignment is substantially different from the teacher's professional training/expertise and/or preferences of teaching subjects and grades, the report shall reflect such discrepancies.
- k. After each formal visit there will be a follow up discussion between the evaluator and the teacher being evaluated. Any concerns arising from a visit shall be raised with the teacher at that time.
- l. Involvement or non-involvement of a teacher in extra-curricular activities shall not be commented upon in an evaluation report. Notwithstanding this Article, a letter(s) of commendation on a teacher's involvement in extra-curricular activities may be written and forwarded to the teacher and copy of said letter(s) placed in the teacher's official personnel file.
- m. Periods chosen for observation shall not be at inappropriate times and the teacher shall have the opportunity to select at least one (1) in three (3) of the observation times.
- n. The evaluator will provide the teacher with a draft copy of the report and will give the teacher an opportunity within two (2) teaching days to meet with the evaluator to review and discuss the report. If the report indicates "less than satisfactory" performance, the President of the Association shall be advised, and the teacher shall be advised that the teacher may have an Association representative present when the report is reviewed and discussed. The evaluator may elect to have a representative of their choice present at the meeting.
- o. The closing evaluative statement shall be a statement of whether the teacher's performance is "satisfactory" or "less than satisfactory".
- p. Where a "less than satisfactory" teacher evaluation report has been given, the President of the Association shall be advised.
- q. It is recognized that, as required, the teacher shall be provided with assistance to improve the teacher's performance. The evaluator shall confer with the teacher to

determine the time and resources that may be required to undertake such a program of assistance.

- r. If requested by the teacher, the President of the Association will take part in the development of a plan of assistance.
- s. The teacher shall have the right to submit to the evaluator a written commentary of the report, which shall be filed with all copies of the report.
- t. A copy of any report by an evaluator shall be given to the employee concerned upon the filing of the original report. The original of a report shall be filed with the Superintendent.
- u. For an evaluation in which any of the processes set out in Article C.25 (Evaluation) are not applicable to the nature of the teacher's assignment (e.g., non-classroom assignment), the evaluator shall discuss and seek the teacher's input on a process and criteria to be followed consistent with the principles of this Article. All other provisions of Article C.25 (Evaluation) shall apply.

2. Teacher Evaluation Criteria

The following shall serve as a general guide for preparing evaluation reports pursuant to Article C.25.1. It is understood that an applicable set of criteria shall be selected from this list by the evaluator, in consultation with the teacher, during the meeting referred to in Article C.25.1.f.i.

- a. Knowledge of Subject Matter and Child Development
 - i. Demonstrates knowledge of the subject matter being taught.
 - ii. Utilizes knowledge of appropriate developments and trends in the subject area being taught and in child development.
 - iii. Endeavors to keep the teacher's knowledge current and the teacher's teaching techniques effective for the teaching areas and children the teacher is assigned.
 - iv. Keeps knowledge current and incorporates current educational research into practice.
- b. Preparation and Planning
 - i. Develops appropriate long and short-term objectives which provide a variety of learning experiences.
 - ii. Utilizes appropriate material and personnel resources.
 - iii. Plans for individual differences and class characteristics.
 - iv. Cooperates with other personnel and parents to plan and implement programs that provide for individual differences among students.

- v. Identifies daily learning objectives.
 - vi. Creates a physical setting that contributes to learning.
 - vii. Provides plans and clear directions for Teachers-Teaching-on-Call.
 - viii. Plans for sequentially ordered activities which permit flexibility in instruction.
- c. Instructional Skills
- i. Motivates students to achieve their potential.
 - ii. Uses various resources to promote learning.
 - iii. Uses relevant classroom displays and displays of student work to promote learning.
 - iv. Presents skills and content clearly and cogently.
 - v. Asks questions which promote a higher order of thinking skills.
 - vi. Effectively monitors individual understanding.
 - vii. Creates assignments which utilize, reinforce, or expand upon the content of the lesson.
 - viii. Involves students in experiences and activities designed to develop and stimulate thought, with due consideration for individual differences.
 - ix. Is available to the teacher's students as a resource person.
 - x. Employs a variety of instructional strategies with differing learning styles in mind.
 - xi. Conveys clearly course objectives and expectations to students.
- d. Classroom Management and Professional Relationships
- i. Develops positive rapport with students.
 - ii. Encourages students to assume responsibility for their own actions, to practice self-discipline, and to develop a positive self- concept.
 - iii. Promotes positive relationships with and among students.
 - iv. Demonstrates consistency, respect and fairness in dealing with students.
 - v. Establishes consistent routines and clear expectations for student conduct appropriate to the activity.

- vi. Maintains an orderly environment and is well organized for lesson presentation.
 - vii. Encourages student on-task behaviour.
 - viii. Encourages all students to achieve to their fullest potential.
 - ix. Maintains individually and cooperatively a high standard of professional conduct with students, colleagues and parents.
 - x. Develops a positive classroom climate with curriculum based displays and samples of student work where appropriate.
 - xi. Reviews willingly with colleagues, students and parents the quality of service rendered by the teacher and the practices employed in discharging professional duties.
 - xii. Speaks and acts toward students with respect and dignity and attempts to maintain a mutual respect between teacher and students.
- e. Student Achievement and Management of Records
- i. Establishes a variety of procedures for assessing student performance and communicates these procedures clearly to students, parents, and other personnel.
 - ii. Utilizes the results of student performance assessments to plan for future instruction.
 - iii. Interprets the results of student assessments.
 - iv. Identifies the reasons students have or have not met instructional objectives.
 - v. Maintains appropriate, accurate records of student achievement, attendance, and other necessary data, and reports effectively to parents.
 - vi. Respects the confidentiality of information concerning students.

ARTICLE C.26 DISMISSAL BASED ON PERFORMANCE

1. The Board may dismiss a teacher for "less than satisfactory" performance where the Board has received at least three (3) consecutive reports, pursuant to Article C.25 (Evaluation), indicating that the teacher's performance of the teaching duties of the teacher is "less than satisfactory".
2. The reports referred to in Article C.26.1 shall be prepared in accordance with the process established in Article C.25 (Evaluation) and also in accordance with the following conditions:

- a. The reports shall be issued in a period of not less than twelve (12) calendar months and not more than twenty-four (24) calendar months.
 - b. The period defined in Article C.26.2.a above shall not include the time during which the teacher is participating in an agreed upon plan of assistance pursuant to Article C.25.1.q (Evaluation).
 - c. Absences on sick leave or other leaves of absence shall not be included in the calculation of the period referred to in Article C.26.2.a.
 - d. When a teacher is absent on sick leave or other leave for greater than one (1) month, any subsequent evaluation or continuation of an evaluation which has already commenced will not occur for at least one (1) month; or at least two (2) months if the absence is greater than six (6) months or at least three (3) months if the absence is greater than one (1) year. Such a period shall not be included in the calculation of the period referred to in Article C.26.2.a.
 - e. At least one of the three reports shall be the report of the:
 - i. Superintendent; or
 - ii. Deputy Superintendent; or
 - iii. Assistant Superintendent(s).
 - f. After the first "less than satisfactory" report, the other reports shall include only reports of the:
 - i. Superintendent; or
 - ii. Deputy Superintendent; or
 - iii. Assistant Superintendent(s); or
 - iv. supervising Administrative Officer.
 - g. No two (2) consecutive reports on a teacher shall be written by the same evaluator.
 - h. Where a third report is to be written, the teacher may request a different evaluator to be selected from the list in Article C.26.2.f.
 - i. The reports shall be written independently.
3. Upon receipt of the first "less than satisfactory" report, the teacher may:
- a. request a transfer, in which case the Board shall make all reasonable efforts to arrange a transfer of the teacher to a mutually agreeable assignment or school; or
 - b. request and, where appropriate in the opinion of the Superintendent or designate, be granted a leave of absence of up to one year for the purpose of

taking a program of professional or academic instruction. In this case a subsequent evaluation shall be undertaken not less than three (3) months nor more than six (6) months after the teacher has returned to teaching duties.

4. Where the Board intends to dismiss a teacher on grounds of "less than satisfactory" performance of the teaching duties of the teacher, it shall:
 - a. no later than two (2) calendar months prior to the intended termination date, notify the teacher and the President of the Association of such intention; and
 - b. provide an opportunity for the teacher and representative of the Association to meet with the Superintendent and the Board within fourteen (14) days of such notice.
5. Where, subsequent to such meeting, the Board decides to dismiss a teacher pursuant to this Article, it shall, no later than one (1) month prior to the termination date issue notice of dismissal, setting out the grounds for such action.

ARTICLE C.27 DISCIPLINE AND DISMISSAL OF EMPLOYEE BASED ON MISCONDUCT

1. The Employer shall not dismiss, suspend or otherwise discipline an employee covered by this Collective Agreement except for just and reasonable cause.
2. Where an employee covered by this Agreement is under investigation by the Employer for any cause, the employee and the Association shall be advised in writing of that fact unless such notification would prejudice the investigation, and in any event shall be notified at the earliest opportunity and before any action is taken by the Employer. The employee shall be advised of the right to be accompanied by a representative of the Association at any meeting with the employee in connection with such investigation.
3. The parties recognize that dismissal and disciplinary matters shall be treated confidentially.
4. Unless the employee and/or the Association waive the right to such a meeting the Board shall not suspend (other than a suspension to which Section 15 (5) of the *School Act* reasonably applies) or dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee to be present, in respect of which:
 - a. the employee and the Association shall be given at least seventy-two (72) hours notice;
 - b. at the time such notice is given to the employee and the Association, a complete statement in writing of the grounds for the contemplated action and all evidentiary documents that will be considered at the meeting shall be given to the employee and the Association. Should the Employer receive new information that would substantially affect the outcome of the meeting referred to in Article C.27.4 the Employer shall provide the Association with the documents pertaining to such information no less than twenty-four (24) hours before the meeting;

- c. the Association on behalf of the employee may file a written reply to the allegations prior to the meeting;
 - d. the employee and/or the employee's representative may attend the meeting and shall be entitled to receive copies of all evidentiary documents placed before the Board, to hear all the evidence presented to the Board, to call witnesses, and to ask questions. The employee and/or the employee's representative may make written or verbal submissions to the Board. Any written summary prepared by either party shall be tabled at the meeting;
 - e. a complete statement of the grounds for the Board's decision shall be communicated in writing to the teacher and the Association;
 - f. at any time up to the conclusion of the meeting referred to in Article C.27.5, the employee or the Superintendent of Schools shall be granted on request a delay of the process for up to a maximum of seven (7) days. If further relevant information becomes available during the delay, this information shall be communicated to the employee and the Association not less than twenty-four (24) hours prior to the resumption of the meeting. Accordingly, the parties shall also agree to extend the suspension, if imposed, to the date of notification of the employee of the Board's decision.
5. Where an employee is suspended under Section 15 (5) of the *School Act*, the Board shall, prior to taking further action under Section 15 (7) of the *School Act*, hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the employee or the Association.
 6. Where an employee has been dismissed and the Association has decided to grieve the dismissal, it may be referred directly to arbitration as provided for in Article A.6 (Grievance Procedure).
 7. Whenever an employee is formally disciplined by the Board or representatives of the Board, other than as provided for in Article C.27.1 through C.27.6, the employee shall receive a copy of the documentation.
 8. Neither the Board nor the Association shall release to the media or the public, information in respect of the discipline or dismissal of a teacher except by joint agreement or by joint release agreed upon by the Board and the Association.

ARTICLE C.28 JOB SHARING

1. The Board and the Association recognize job-sharing as a desirable personnel practice. Job sharing includes, but is not limited to, split week and split day arrangements.
 - a. Two teachers employed by the Board may jointly request a specified job-sharing assignment in respect of a single full-time position. Providing the Superintendent or designate, in consultation with the school(s) Administrative Officer(s) and teacher applicants, is satisfied a job-sharing proposal is educationally sound, the Board shall not unreasonably refuse a job-sharing request.

- b. A teacher on a job-sharing assignment who, for reasons of a temporary absence or illness of the other teacher sharing the same assignment agrees temporarily to assume the teaching responsibilities of that teacher, shall receive payment at full pro-rata scale placement for all such work.

SECTION D WORKING CONDITIONS

ARTICLE D.1 CLASS SIZE AND TEACHER WORKLOAD

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

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

1. It is recognized that the composition of a class, class size and the duties of a teacher are factors which affect the day-to-day ability of the teacher to function effectively.
2. It is further recognized that class composition and class size arrangements for the teacher, the student and the school system are important factors in the creation of the most effective learning environment possible.
3. To enable a fair and equitable distribution of available educational resources within the District, it is agreed that the recommendations of the Sub-Committee of the Trustee Teacher Liaison Committee referred to in Article A.5.5 shall be considered by the Board prior to the implementation of the staff allocation formula for the District.
4. The Board and Association recognize the desirability of achieving class sizes that are suitable for applicable grade/subject areas.
5. Maximum class sizes shall be:

ELEMENTARY

Intermediate

Primary/Intermediate Grade 3-4	24
Grade 4-7	29
Intermediate Split	26

Special Education	12
English as a Second Language	20

SECONDARY

Intermediate

Grade 8-10	30
Grade 8-10 English and Social Studies	28
Grade 8-10 Lab Sciences	28
Grade 9-10 Home Ec. Lab courses	24
Grade 9-10 Industrial Ed. shops (except Drafting)	24

Graduation

Grade 11-12	30
Grade 11-12 English and Social Studies	28
Grade 11-12 Lab Sciences	28
Grade 11-12 Home Ec. Lab courses	24
Grade 11-12 Industrial Ed. shops (except Drafting)	24
Special Education	12
English as a Second Language	20
Maximum Secondary Classroom Teacher Annual Student Load	200

[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).]

6. The above class size maximums may be exceeded in the following circumstances;
 - a) Band and Choir classes, if the teacher so chooses;
 - b) In an elementary school, and only where staffing has been allocated in accordance with the class size limits of Article D.1.5, those limits may be exceeded in grades 4 – 7, by up to two (2) students in one (1) of every five (5) divisions or part thereof.
 - c) The transfer or other unexpected arrival of new students, provided that no other suitable placement or interim solution is available while a solution is sought for a maximum of twelve (12) school days.
 - d) At the secondary level, the total teaching load of any secondary teacher shall not exceed the lesser of two hundred (200) students or the sum of the maximums for the classes taught by that teacher during the year.
7. In respect of the circumstances described in Article D.1.6 (b) and (c), the class maximums may not be exceeded by more than two (2) students).
8. The number of students in a secondary school laboratory or shop, when used for its intended purpose, shall not exceed the lesser of the number for which the facilities were designed or the number which can be accommodated safely.
9. RESOLUTION OF TEACHING/LEARNING CONCERNS
 - a. When a teacher, using professional judgement, perceives that there is an intolerable teaching/learning situation or has a concern about:
 - i. the placement of a student;
 - ii. the availability of resources that the teacher considers necessary for instructional purposes;

the teacher shall raise such concerns with the school Administrative Officer(s) within five (5) teaching days in an attempt to resolve the concern.

- b. If the teacher's concerns are not resolved by discussion within five (5) teaching days of the date provided for in Article D.1.9.a, within a further two (2) teaching days the teacher and/or Association may refer the matter to the Superintendent or designate.
- c. The Superintendent or designate shall meet with the teacher and/or representative of the Association within five (5) teaching days of receiving the referral for discussions with a view to resolving the matter.
- d. The Superintendent or designate shall provide the teacher and Association with a decision within two (2) teaching days of the meeting.
- e. Any time limit specified in Article D.1.9 may be extended by mutual agreement of the Board and the Association.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

SUPPORT SERVICES — EXCEPTIONAL STUDENTS (P)

1. The Board and the Association recognize the requirements of the School Act that all school age students, including those with exceptional needs, are entitled to an education. The parties further recognize that in order to ensure the success of all students, it is preferable to provide the necessary resources and support prior to the placement in regular classes in neighbourhood schools of students with exceptional needs. That being so, and subject to Article D.2.2, the Board agrees that prior to registering a student with exceptional needs, it shall:
 - a) consult using a school-based team format [the teacher(s), parents, Administrative Officer(s), the student, where applicable, and other appropriate resource personnel] to consider relevant educational and medical information in developing the Individualized Education Program;
 - b) develop and implement an in-service plan that increases the teacher's and staff's expertise in meeting the needs of the student, and allow release time for appropriate in-service;
 - c) provide appropriate teacher aide time as determined through consultation with the school based team;
 - d) provide, whenever possible, appropriate facilities and equipment.
2. It is recognized that unforeseen circumstances may result in an exceptional student either arriving or being identified as exceptional, without there being time to accomplish the foregoing prior to the student's registration as a person with exceptional needs. In such circumstances, the exceptional student may nevertheless be registered as such,

and the matters enumerated in Article D.2.1.a – D.2.1.d will occur as promptly as possible thereafter.

3. Normally, no more than two (2) students with exceptional needs shall be registered into any regular class at the same time. A third student who arrives and/or is identified as being an exceptional student shall not be denied entry or removed from the class pending an alternate placement being found by the Board by the earliest reasonable time.

DEFINITION

4. Exceptional students are those with any of the following identified special needs:
 - a. personal care
 - b. individualized programming
 - c. supervision

as provided by Function 3 special program guidelines, or as identified by the school based team and the Office of Student Support Services (Assistant Superintendent — Special Programs).

[See also Local Appendix A: “No More than Two” Settlement Agreement]

ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:702 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)	1:279 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:63.1 ESL/ELL students	Former LOU 5 (2000)

1. The Board and the Association recognize the need for specialized personnel to be provided in the District.
 - a. The Board shall endeavour to provide appropriate levels of specialist personnel.

ARTICLE D.4 PREPARATION TIME

Article D.4.1 through D.4.3 is not applicable in School District No. 68 (Nanaimo/Ladysmith). See Article D.4.4 through D.4.7 below.

Local Provisions:

4. Elementary
 - a. One hundred and ten (110) minutes preparation time per week, exclusive of recess, shall be scheduled for full-time regular elementary classroom teachers.
 - b. Elementary teachers with a 0.4 or greater FTE regular classroom assignment calculated over the school year shall be provided with preparation time on a pro-rata basis.
5. Secondary
 - a. Full-time regular secondary classroom teachers shall be entitled to twelve and one-half percent (12.5%) preparation time over the course of the school year.
 - b. In addition to the time provided above, full-time secondary teachers who are teaching a class(es) during each and every block during a semester will be entitled to additional preparation time of six (6) Teacher-Teaching-on-Call (TTOC) release days for that semester. When teachers have preparation time scheduled on a linear basis, three (3) TTOC release days shall be available in each semester.
 - c. Secondary teachers with a 0.375 or greater FTE regular assignment calculated over the school year, shall be provided with preparation time on a pro-rata basis.
6. At the discretion of the Board, where a part-time teacher cannot be provided with preparation time in the regularly scheduled way, as outlined in Article D.4.4 and D.4.5, the teacher's assignment shall reflect instructional time plus preparation time to which the teacher is entitled.
7. Other
 - a. For a teacher who does not register a class, preparation time is implicit in that teacher's assignment on the same basis as a regular classroom teacher, exclusive of the TTOC release days provided in Article D.4.5.b above, and shall be scheduled in consultation with the teacher's Administrative Officer and/or supervisor.

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 INTENTIONALLY LEFT BLANK

ARTICLE D.21 INTENTIONALLY LEFT BLANK

ARTICLE D.22 EMERGENCY PROVISIONS

Clear administrative procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of handicapped children.

ARTICLE D.23 INTENTIONALLY LEFT BLANK

ARTICLE D.24 REGULAR WORK YEAR

1. The Board shall issue a school calendar annually, subject to the provisions in the following articles.
2. For the duration of this Collective Agreement the teacher's regular work year shall be as outlined by the Ministry Calendar.
3. All days of the regular work year, as outlined in Article D.24.2, shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year. In those years in which the last Friday in June falls on or before the 25th of June, the last day of school shall be the 30th of June. The regular work year shall exclude: all Saturdays and Sundays and all statutory holidays. When any of the statutory holidays falls on a Saturday or Sunday within the regular work year and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a statutory holiday) shall be deemed to be the statutory holiday for the purpose of this agreement. Alternate arrangements may be made by mutual agreement between the parties.
4. The teacher's regular work year shall be inclusive of no fewer than the equivalent of five (5) non-instructional days. The allocation of the non-instructional days shall be made in accordance with the provisions of Article F.20.6.d (Professional Development).
5. The teacher's regular work year shall be inclusive of one (1) year end administrative day.
6. The Board agrees to provide annually the equivalent of one (1) hour on not less than four (4) instructional days for the purpose of facilitating parent/teacher interviews.
7. The annual salary established for a teacher pursuant to Article B.1 (Salary), paid over a ten (10) month period in accordance with Article B.9.4.a (Pay Periods), is for all days of the school year, as established by this Article.
8. Any work performed by a teacher under this Agreement beyond the regular work year as outlined in Article D.24.2 shall be voluntary and paid pursuant to Article D.24.9.

9. Notwithstanding Article D.24.7, any work performed by a teacher covered by this Agreement beyond the regular work year as outlined in Article D.24.2 at the request of the Superintendent or designate shall be paid at the teacher's daily rate for each day worked. A teacher may elect to take compensatory time in lieu of salary. The scheduling of such compensatory time shall be determined by the employee after consultation with the Administrative Officer.

ARTICLE D.25 WEEKLY INSTRUCTIONAL ASSIGNMENT

1. a. The length of the weekly instructional assignment for a full time teacher of a Grade 1 through Intermediate Grade 7 class(es) shall be twenty-five (25) hours inclusive of:
 - i. home room registration(s);
 - ii. one daily fifteen (15) minute recess; and
 - iii. preparation time.
- b. Each full-time Kindergarten teacher's weekly hours of instruction inclusive of preparation time but exclusive of recess shall not exceed twenty-four (24) hours.
2. The length of the weekly instructional assignment for a full time teacher of Grade 8 through Grade 12 class(es) shall be twenty-seven and one-half (27.5) hours inclusive of:
 - a. home room registration(s);
 - b. classroom change times; and
 - c. preparation time.
3. The instructional assignment for part-time teachers shall be pro-rated on the basis of the hours in accordance with Article D.25.1 or D.20.2, as applicable.
4. Whenever possible, part-time assignments in secondary school shall be scheduled in consecutive teaching blocks.

ARTICLE D.26 DURATION OF SCHOOL DAY

1. In an elementary school, the duration of the school day for instructional purposes shall not exceed six (6) hours inclusive of a regular noon intermission, home room registration(s), one daily fifteen minute recess, and preparation time.
2. In a secondary school, the duration of the school day for instructional purposes shall not exceed six (6) hours and thirty (30) minutes inclusive of a regular noon intermission, home room registration(s), classroom change times, and preparation time.

3. With the agreement of the Administrative Officer or designate, the school staff, and the Superintendent or designate, the duration of the school day for instructional purposes may be altered. Such alteration shall not result in an overall increase in the duration of the instructional week beyond thirty (30) hours elementary and thirty-two and one-half (32.5) hours secondary.
4. It is understood that the terms of this Article do not apply to staff meetings as outlined in Article D.29.2 (Staff Meetings).

ARTICLE D.27 SUPERVISION

1. Teachers may be required to perform a maximum of thirty (30) minutes of assigned supervision per week (averaged over the school year), immediately before or after the regular school day and at recess. Except with the consent of the teacher, the supervision shall not include the supervision of school-based detention halls.
2. No member of the Association shall be required to perform supervision duties during the noon intermission.
3. There shall be no increase in supervisory duties beyond those which existed prior to January 1, 1991.

ARTICLE D.28 EXTRA-CURRICULAR ACTIVITIES

1. The Board and Association recognize that the involvement of teachers in extra-curricular programs and activities can contribute significantly towards a positive school climate.
2. In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
3. The Board agrees that all extra-curricular programs and activities are voluntary and that a teacher who undertakes extra-curricular programs or activities does so on a voluntary basis.

ARTICLE D.29 STAFF MEETINGS

1. Notice
 - a. At least seven (7) days' notice of regular staff meetings shall be given.
 - b. In extraordinary circumstances a staff meeting may be called on shorter notice. The reason for this meeting shall be provided with the notice.
 - c. An agenda of proposed items shall be distributed to staff members at least two (2) working days prior to any staff meeting, except for those meetings called in extraordinary circumstances in Article D.29.1.b above.
 - d. All members of staff shall have the right to place items for consideration, other than Association business, on the staff meeting agenda.

- e. Written minutes of staff meetings shall be kept and circulated to all members of staff.

2. Attendance

Staff meetings shall be held on school days as defined by the School Year calendar and shall not be scheduled to commence prior to one (1) hour before classes begin or conclude later than two (2) hours after dismissal of students unless the majority of the staff vote to extend the stated time frame.

ARTICLE D.30 TECHNOLOGICAL CHANGE

1. Definition

For the purposes of this Agreement, the term "technological change" shall be understood to mean changes introduced by the Board in areas of automation, new equipment or material of a different nature or kind from that previously utilized, where such change or changes significantly affect the terms and conditions or security of employment of members of the Association or alters significantly the basis on which the Agreement was negotiated.

2. 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 term in which the introduction of the technological change is intended. Once such notice is given, the Board agrees to discuss the matter with the Association.

3. Information

- a. The notice of intent to introduce technological change shall contain:
 - i. the nature of the change;
 - ii. the effective date of the change;
 - iii. the approximate number, type, and location of Association members likely to be affected by the change;
 - iv. the effects the change may be expected to have on Association members' working conditions and terms of employment;
 - v. the Board shall update this information as new developments arise and modifications are made.

4. Consultation

Once notice of technological change has been given pursuant to this Article, the Board shall consult with the Association and attempt to agree on ways in which employees in the bargaining unit who may be affected can adjust to the effects of the technological change. Such discussions shall include:

- a. the provision of training or retraining to one (1) or more employees covered by this Agreement;
- b. the transfer or reassignment of employees to other assignments.

5. Resulting Agreement

Agreement must be reached between the Board and the Association prior to the implementation of technological change. When the Board and the Association agree to appropriate solutions to the problems arising out of intended technological change, the solutions shall be prepared as a Letter of Understanding between the parties and such letters shall have the same effect as the provisions of the existing Agreement. If no agreement is reached within sixty (60) days the issue will be referred to a mutually agreed upon third party. The Association and the Employer may mutually agree to alter the sixty (60) day time limit specified in this Article. Such mutual consent must be in writing.

6. The Board and the Association agree that this Article represents the Agreement between the Board and the Association on technological change as contemplated in the *Labour Relations Code*.

ARTICLE D.31 HEALTH AND SAFETY

1. Classes shall be conducted in clean, well-maintained facilities with appropriate lighting, heating, ventilation and other physical conditions which are safe and are consistent with the requirements of the *Workers' Compensation Act* and the *Occupational Health and Safety Regulation*. The health standards maintained shall be consistent with the requirements of the *Workers' Compensation Act* and the *Occupational Health and Safety Regulation*.
2. The employer shall provide information to worksites regarding Occupational Health and Safety related training requirements, and allow teachers, for which this is applicable, to access such training as required under the *Workers' Compensation Act*, the *Occupational Health and Safety Regulation*, and Board Policy.
3. The Employer shall assist Occupational Health and Safety Committee members in accessing training as specified in the *Workers' Compensation Act*.
4. Where a situation is of immediate danger to the teacher or students, the teacher shall immediately ensure student safety and then report the situation to the Supervising Administrative Officer or designate.

5. If a teacher is concerned about the general conditions pertaining to the teachers' or students' health and safety, the teacher shall report such concerns to the Supervising Administrative Officer or designate. The Administrative Officer shall notify the site-based Health & Safety Committee.
6. If the concern(s) remains unresolved, it shall be referred to the Worksite Health and Safety Committee.
7. If the concern(s) remain unresolved at the Worksite Health and Safety Committee, the concern(s) shall be forwarded to the District Central Health and Safety Committee as referenced in Article D.32 (District Health and Safety Committee).
8. Consistent with the *Workers' Compensation Act*, a teacher shall not be disciplined for refusal to work in conditions that the teacher reasonably believes are unsafe or where health is at risk.
9. When schools or other work sites are closed due to inclement weather, teachers are not required to be in attendance.

ARTICLE D.32 DISTRICT HEALTH AND SAFETY COMMITTEE

The Board and the Association acknowledge that they share the responsibility of ensuring that the District Health and Safety Committee is functional and effective.

1. The Board shall maintain a District Health and Safety Committee in accordance with the requirements of the *Workers' Compensation Act* and the *Occupational Health and Safety Regulation*, which shall include representatives of the Association.
2. The operation, function and responsibilities of the District Health and Safety Committee shall be consistent with the provisions of the *Workers' Compensation Act* and the *Occupational Health and Safety Regulation* and the *School Act* and Regulations.
3. The duties of the site-based Health and Safety Committees as contemplated by the *Occupational Health and Safety Regulation* include the following:
 - a. Determine that regular inspections of the place of employment are carried out;
 - b. Recommend measures required to attain compliance with the *Occupational Health and Safety Regulation*;
 - c. Consider recommendations from the work force in respect to occupational health and safety matters and shall recommend implementation where warranted;
 - d. Hold regular meetings at least once each month for the review of:
 - i. reports of current accidents, their causes and means of prevention;
 - ii. remedial action taken or required by the reports of investigations and inspections;

- iii. any other matters pertinent to health and safety.
- 4. The Board shall provide all schools and District locations with a copy of the *Occupational Health and Safety Regulation*.
- 5. The District Health and Safety Committee is an oversight committee intended to make recommendations to the Board on *Occupational Health and Safety* matters which include the following:
 - a. Matters not resolved by the site-based health and safety committees;
 - b. matters referred by the NDTA President (or designate) or the SD68 Human Resources Department.
 - c. identifying and facilitating training requirements and opportunities for site-based health and safety committees;
 - d. reviewing District accident statistics and trends and make recommendations to address common health and safety risks;

ARTICLE D.33 STUDENT MEDICATION

- a. Teachers shall not be required to administer medical procedures. Nor shall teachers be required to administer medications on a regular or predictable basis.
- b. The administration of medication and/or other medical procedures shall be the responsibility of appropriate health personnel except for those mature students capable of and trained in self- administration.
- c. The Board shall ensure that schools establish systems for administering medication and other medical procedures.
- d. If isolation or other exceptional circumstances prevent the foregoing from being applicable and teachers are requested to administer medication or other medical procedures, the following conditions constitute prerequisites:
 - i. Teachers volunteer to provide the service;
 - ii. Teachers receive training appropriate to the required duties.
- e. Teachers have a duty to render assistance in an emergency.

ARTICLE D.34 GENERAL

- 1. Under normal circumstances teachers shall not be expected to supervise classes of absent teachers.
- 2. In abnormal or emergency circumstances teachers will be expected to assume supervision of students.

ARTICLE D.35 HOME EDUCATION

1. Teachers shall not be required to register, instruct, prepare materials or exams for, assess or prepare reports on Home Education students.
2. Teachers under this Article shall not be required to work in any home where there is no other adult present.

ARTICLE D.36 MENTORSHIP PROGRAM

Teachers new to the profession shall be offered a plan of assistance developed by the beginning teacher and an experienced teacher colleague who volunteers to be a mentor, in consultation with the Principal or designate or Superintendent or designate. Such a plan of assistance shall include an appropriate instructional assignment and two (2) days' release time for both the beginning teacher and the mentor for observation and interaction.

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 APPOINTMENT

The Board shall, as required, after considering the recommendation of the Superintendent or designate, appoint or authorize the appointment of teachers to the District.

ARTICLE E.21 ASSIGNMENT

The Board, after considering the recommendation of the Superintendent or designate, will assign a teacher to a specific position on the teaching staff of the District.

ARTICLE E.22 TRANSFER

1. The Superintendent or designate, intending to recommend transfer of a teacher other than for reasons in Article E.22.6, shall meet with the teacher at least seven (7) working days prior to the recommendation being placed before the Board. The nature of the transfer and the reasons for it shall be communicated to the teacher. At such meeting the teacher may be accompanied by a member of the Association.

The teacher shall have the opportunity to consider the matter and shall have five (5) working days to reply.

2. The Board, after considering the recommendation of the Superintendent or designate and the teacher's reply, may transfer a teacher from one assigned position to another at any time by giving at least seven (7) working days notice in writing of the transfer to the teacher.
3. Within seven (7) working days after receiving notice of the transfer, the teacher may request, in writing, a meeting with the Board.
4. The Board shall, within seven (7) working days after receipt of a request pursuant to Article E.22.3, grant the teacher a meeting with the Superintendent and the Board, or the Superintendent and a Committee of the Board, and shall not proceed with the transfer until after that meeting.
5. Transfers shall not be initiated by the Board for arbitrary or capricious reasons.
6. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area, only if:
 - a. there remain no vacancies in the teacher's existing grade level or subject area for which the teacher has the necessary qualifications;
 - b. the teacher has the least District-wide seniority among teachers in the teacher's existing grade level or subject area;
 - c. the Board provides adequate support and in-service release time to ensure professional retraining commensurate with the degree of change of assignment;

- d. the teacher is offered priority in future vacancies in the teacher's existing grade level or subject area in accordance with Article E.23.7 (Filling Positions – New Year).
7. Except in extraordinary circumstances, any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years.
 8. Transfers initiated by the Board shall be completed by no later than June 10th in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by June 10th.

9. Surplus Teachers

Where the Board identifies a surplus at a school for reasons of declining enrolment, position reduction, or other such factors:

- a. Unless a more senior teacher agrees to be declared surplus, teacher(s) shall be designated as surplus in reverse order of District seniority of teachers within the school, provided that the teachers retained on the staff of the school possess the necessary qualifications for the positions available;
- b. If not, the Administrative Officer will match the educational needs of the school with the necessary qualifications of school staff members. This process may require teachers to teach courses or grade levels they are qualified to teach but which might not have been their preference;
- c. A teacher who has been declared surplus by Board initiative due to:
 - i. projected enrolment decline,
 - or
 - ii. position reductions,

at a school shall have the opportunity to return to an equivalent position at that school within the first four (4) working days of September if an equivalent position exists within the existing timetable structure for which the teacher is qualified.

10. Where the Board declares a teacher surplus or initiates a transfer after the start of the school year, and where the assignment is different from the current assignment, the Board will assist the teacher in relocation of materials if required and may, at the discretion of the Superintendent or designate, provide some preparation time prior to resumption of actual teaching duties.

ARTICLE E.23 POSTING AND FILLING VACANT POSITIONS

1. An effort shall be made to recruit, appoint and assign the finest teachers available to staff the schools in the District.

2. In this Article, vacancy means an existing or newly created teaching position which the Board intends to post and fill in accordance with this Article exclusive of any temporary adjustment of 0.4 FTE or less which does not require posting to fill and to which a teacher is not assigned or transferred.
3. New School Year Postings
 - a. A list of all known vacancies available for the next school year will be posted on the District website and employees will be notified by e-mail no later than May 15th of each year. This list shall include, but not be limited to, opportunities that result from confirmed teacher resignations, retirements, transfers, leaves of absence, and new teaching opportunities, including those generated from Article E.23.10.b and Article E.23.10.c (Filling Positions Mid-Year). In reference to the previous year's mid-year postings, not posted as New Year Postings, the respective Assistant Superintendent(s) or designate will discuss in a meeting with the union the rationale for not posting these positions as new year postings prior to any vacancies being posted.
 - b. Additional known vacancies will be posted at least every two (2) weeks through to the last day of school.
 - c. It is recognized that additional vacancies may arise and have to be filled after June 30th.
 - d. Copies of all postings will be forwarded to the Association at the time of postings.
4. Mid Year Postings

Positions, except those referred to in Article E.23.5 (General Postings), which become vacant after June 30 or during the school year shall be posted on the District website and employees notified through email within a reasonable time of their becoming known. Advertising outside the District may coincide with, but not precede, the internal postings.
5. General Postings

All vacancies for positions of special responsibility, except those that are filled by secondment, shall be posted.
6. Filling Positions

The Board and the Association agree that fair posting and filling practices are desirable and part of a harmonious employment relationship.

To be considered an applicant for a posted vacancy, the teacher must make written application within five (5) teaching days of the posting.
7. Filling Positions – New Year

Vacancies other than those of special responsibility shall be filled in the following priority provided the teacher has the necessary qualifications:

- a. teachers requesting transfer as per Article E.27 (Falsely Accused Employee Assistance), or Article E.2.4 (Harassment/Sexual Harassment);
- b. continuing appointment teachers who apply for a posted position (including teachers returning from leaves of absence and teachers on the recall list);
 - i. a teacher on the recall list under Article C.20 shall be considered as an applicant for any vacancy for which they are deemed to have the necessary qualifications as per Article C.20.3;
 - ii. should the list of qualified applicants consist of only teachers from the recall list, the most senior teacher with the necessary qualifications shall be recalled to the posted position. Should that teacher decline the offer, the next most senior qualified applicant shall be recalled to the posted position. This process will be repeated until such time as there are no qualified teachers remaining on the recall list.
- c. teachers requesting transfer as per Article C.26 (Dismissal Based on Performance);
- d. teachers who have been transferred as a result of Article E.22.1 (Teacher Transfer);
- e. teachers on temporary appointment who apply for a posted position, and who have not received a less than satisfactory report;
- f. Teachers-Teaching-on-Call (TTOCs) who have taught in the District fifty (50) days or more in the ten teaching months preceding their application and have not received a less than satisfactory teaching report;
- g. TTOCs who have taught in the District less than fifty (50) days and at least twenty (20) days in the ten teaching months preceding their application and have not received a less than satisfactory teaching report;
- h. applicants outside the bargaining unit.

Where the qualifications of two (2) or more applicants in a category are equal, the applicant with the greatest seniority, or the greatest length of service in the District in the category, shall be assigned to the vacancy. Qualifications shall be as defined in Article C.20.3.

8. The Local shall be notified in writing of the names of the successful applicants and such names shall also be recorded on the S.D. 68 website within five (5) teaching days.

9. Updating and Renewing Applications

All applicants applying for positions are responsible for ensuring that their applications are complete including their Teacher –Teaching-on-Call and temporary assignments in the District.

10. Filling Positions Mid-Year

- a. A temporary vacancy occurring during the school year shall be filled in the following priority, provided that the teacher has the necessary qualifications to perform the duties of the vacant position:
 - i. teachers on the recall list under Article C.20 (Layoff, Recall, Termination and Severance of Teachers);
 - ii. teachers requesting transfer as per Article E.27 (Falsely Accused Employee Assistance) or Article C.26 (Dismissal Based on Performance);
 - iii. part-time contract teachers who apply for a posted position which would increase the time of their assignment or appointment but not overlap their current assignment;
 - iv. TTOCs through a short-list and interview process; and
 - v. Outside applicants.
- b. A vacancy that is anticipated to continue into the next school year shall be posted and filled in accordance with Article E.23.6 (Filling Positions) and Article E.23.7 (Filling Positions – New Year).
 - i. The successful teacher shall start in the new position the following September unless mutually agreed otherwise between two Principals and the teacher.
 - ii. In the event that a teacher is unable to immediately assume the continuing position, the position shall be filled by the next available qualified applicant to the posting. The assignment will be on a temporary basis and filled in accordance with Article E.23.10.a until the successful applicant occupies the position.
 - iii. Additional vacancies, resulting from Article E.23.10.b.i will be posted as temporary for the remainder of the school year.
- c. Should there be no applicant in the above categories who possesses the necessary qualifications for the posted position, it shall be filled by a teacher on a temporary appointment and re-posted for the following school year.

11. Offer of Posted Position

The Board may require that an offer to a member from within the bargaining unit be accepted by 4:00pm the following working day.

12. Assignment within a School

- a. Assignment within a school shall be based on the
 - qualifications,

- training,
- experience,
- equitable distribution of workload,
- and personal preference of the teacher,

and shall not be used for disciplinary purposes.

- b. A Staff Committee meeting shall be held prior to May 15 for the purpose of discussing the proposed timetable, staff assignments for the next school year and the teaching positions required in the school.
- c. A teacher who is not satisfied with a proposed assignment in a school may appeal the assignment to the Principal. The teacher may be accompanied by the Chairperson (or designate) of the Staff Committee.

ARTICLE E.24 TEACHER EXCHANGES

1. Out-Of-District Exchanges

- a. The District will participate in the exchange teacher plan as authorized by the Ministry of Education.
- b. Exchange teachers will be granted leave, at the discretion of the Superintendent, to visit schools and participate in Professional Development Programs. Any costs incurred at these times will be borne by the Superintendent's Professional Development Fund.
- c. Where there has been outstanding service by an exchange teacher this shall be reported to the Board and acknowledgement of such service shall be made to the Board of the exchange teacher.
- d. Exchange teachers will be granted the same sick leave privileges as new regularly employed teachers.

2. In-District Exchanges

- a. The District supports in-District teacher exchanges.
- b. Such exchanges shall be for the purposes of professional growth and exchange of teaching assignment and should be of benefit to both the teacher(s) and school(s).
- c. Interested teachers shall forward an individual or joint written request for an in-District exchange to the Superintendent or designate in accordance with a timeline to be established by the Superintendent or designate.
- d. In-District exchanges shall be for a maximum of one (1) school year.

- e. The Superintendent or designate shall attempt to accommodate requests for in-District teacher exchanges after consultation with the Administrative Officer(s) involved.
- f. An in-District teacher exchange shall only proceed if the teachers involved, the schools' Administrative Officer(s) and the Superintendent or designate are in agreement.

ARTICLE E.25 DISCRIMINATION

1. Every teacher is equal before this Agreement and has the right to equal protection and equal benefit of the Agreement without discrimination based on: race, national or ethnic origin, and color, religion, sex, sexual orientation, gender identity, age, marital status, whether or not the employee has child(ren), physical disability, political affiliation or Teachers' Federation or Association activities, subject to the terms of this Agreement and any applicable legislation. Every teacher is also entitled to work in an environment free of discrimination or intimidation.
2. The Board and the Association do not condone and will not tolerate either written or verbal expression of discrimination or intimidation as described in Article E.25.1.
3. Any written complaint of discrimination or intimidation as described in Article E.25.1 within the School District will be investigated by the Superintendent or designate. The complainant will be advised of such investigation.

ARTICLE E.26 PERSONNEL FILES

1. An official personnel file for each teacher shall be maintained at the Board Office. There shall be only one (1) official personnel file. The official personnel file in whatever manner maintained, stored or filed, shall be updated as necessary.
2. Any file relating to a teacher that is kept at a school shall be forwarded for inclusion in the District official personnel file or destroyed when the teacher leaves that school.
3. Upon advance notice, a teacher shall have the right to inspect that teacher's District and/or school personnel file. An appropriate Board representative shall be present when a teacher reviews that teacher's personnel file. The teacher may be accompanied by an individual of the teacher's choosing.
4. Only material which is factual and relevant to the employment of the teacher shall be maintained in Personnel files. In the event that the appropriate Board official does not agree to removal of specified inappropriate material, the teacher may file a grievance pursuant to Article A.6 (Grievance Procedure).
5. Personnel files shall be in the custody of the Board and shall not be available to anyone other than appropriate officials/employees of the School District.
6. No other person or agency may have access to a teacher's personnel file or information contained in such file except when the teacher has given written consent for the release

of information to a specific person or agency or when such information is required by law to be released.

7. At the time the material critical of the teacher, or in the nature of a reprimand, is placed in the official personnel file and/or school personnel file, the teacher shall receive a copy. If this article, Article E.26.7, is not complied with, such material shall be subject to removal.
8.
 - a. Where a letter of expectation, letter of direction, or letter of reprimand (e.g. written warning), is placed in the personnel file of a teacher, the teacher may elect to have the letter, and any record thereof, removed two (2) calendar years after the filing, provided that no reprimand of a similar nature has been subsequently filed.
 - b. Where a suspension letter has been placed in the personnel file of a teacher, the teacher may request to have the letter, and any record thereof, removed five (5) calendar years after the filing, provided that no reprimand of a similar nature has been subsequently filed. The Board shall give due consideration to the request and inform the teacher of its decision as soon as practicable.
9. Absences due to extended sick leave or other leaves of absence shall not be included in the calculation of the period referred to in Article E.26.8.

ARTICLE E.27 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1.
 - a. When a teacher has been accused of misconduct such as child abuse, sexual misconduct, or misappropriation of funds, in the course of exercising their duties as an employee of the Board, and if:
 - i. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities and no criminal charges are laid; or
 - ii. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation; or
 - iii. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false and no criminal charges are laid; or
 - iv. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false and should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation; then the teacher shall be entitled to the following assistance:
 - b. The teacher and the teacher's family shall be entitled to assistance provided through the Employee and Family Assistance Program. The Board shall provide reasonable, additional funding, if necessary, to the Employee and Family Assistance Program to ensure availability of counselling assistance to the teacher and the teacher's family.

- c. The teacher, together with the Superintendent and the President of the Association or designates, shall jointly establish a plan of assistance to facilitate the teacher's successful return to teaching duties. Such plan of assistance may include:
 - i. any necessary short term leave of absence with pay, as determined by the Superintendent or designate;
 - ii. when requested by the teacher, priority consideration for transfer to a vacant position for which the teacher is qualified;
 - iii. provision of factual information (approved by the teacher and/or the teacher's representative) to parents of the school community by the Board.
2. A teacher who has been suspended, with or without pay pursuant to section 15.(4) of the *School Act*, shall be reinstated providing the teacher is acquitted of the charges and any additional investigation by the Board concludes that, on a balance of probabilities, the teacher is not guilty of the alleged wrongdoing. If the teacher was suspended without pay then the reinstatement shall be with full pay.

ARTICLE E.28 SCHOOL ACT APPEALS

1. When a student and/or parent/guardian of a student appeals, under the *School Act* (Section 11) and in accordance with Board policy, a decision as defined in the *School Act* (Section 11), of an employee covered by this Agreement:
 - a. the Board shall request that the student and/or parent/guardian/ representative of the student filing the appeal meet with the employee concerned; and/or
 - b. the Board shall request that the student and/or parent/guardian/ representative of the student filing the appeal meet with the employee concerned and the employee's applicable supervisor(s). The employee shall have the right to be accompanied by a representative of the Association.
2. The student and/or parent/guardian of the student filing the appeal may request to meet with the Board to appeal the decision of an employee covered by this Agreement. However, the Board may refuse to hear an appeal of a student and/or parent/guardian of a student filing the appeal if the process outlined in Article E.28.1 has not been completed.
3. When an appeal is filed under the *School Act* (Section 11) and in accordance with Board policy, the following provisions shall apply:
 - a. The employee and the Association shall be notified of such an appeal to the Board within twenty-four (24) hours and shall be entitled to receive all documents relating to the appeal. The Board shall not commence an investigation prior to notifying the employee and the Association.
 - b. The employee shall be entitled to attend any scheduled meeting in connection with the appeal when the appellant is present and shall have the right to

representation by the Association, except for the aforementioned meeting in Article E.28.1.a.

- c. The employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
 - d. The Board shall promptly report a decision, in writing, to the employee and the Association.
4. No decision of the Board or Board policy with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL DEVELOPMENT

1. The Board shall contribute to a Professional Development fund. The fund will be used to defray the costs incurred in professional development of teachers in School District No. 68 and will be jointly administered by the Professional Development Committee of the Association and its designated employee. The contribution shall be made on or before October 15th of the school year.
2. The Professional Development Committee shall permit at least two representative of the Board, one of whom shall be a Trustee, to be present and have input into the planning process leading to the Professional Development Plan for the school year.
3. Professional Development will include programs, services and courses which promote and foster the professional development of teachers. Disbursement of funds shall be for activities which have obtained approval of the Committee in accordance with its policy.
4. The Board's contribution to this fund shall be a sum equivalent to:
 - a. 5.0% of the school district's current September teachers' payroll (exclusive of Teacher-Teaching-on-Call (TTOC) salaries);
 - b. 0.5% of the TTOC salary budget from the previous school year as identified in the school district's audited financial statement.
5. TTOCs shall have access to Professional Development funds as determined by the Professional Development Committee of the Association.
6. A Joint Committee composed of six (6) representatives, three (3) from the Board, at least one of whom shall be a Trustee, shall be formed to act as an advisory body to the Professional Development Committee. The function of this body will not be that of decision making but will:
 - a. make recommendations to the Professional Development Committee regarding the various uses of Professional Development funds;
 - b. review the Professional Development Plan and Budget as developed by the Professional Development Committee for each school year;
 - c. review the report of the Professional Development Activities conducted in each year before submission to the Board; and
 - d. make a direct recommendation to the Superintendent on the allocation of the five (5) non-instructional days for the subsequent school year by March 31st each year.

Upon recommendation of the joint committee, the N.D.T.A. Professional Development Committee shall be entitled to establish at least two (2) District days subject to the above process.

7. The Association shall give a report to the Board in January and July giving an accounting of the disposition of the funds including a summary of the activities for which the funds were disbursed.
8. The Board shall provide the Association, by October 15 of each year, a list of FTEs by work site plus the TTOCs list.

ARTICLE F.21 ACCREDITATION

1. The purpose of accreditation is to provide school staffs with an opportunity to develop, in cooperation with their local communities, the best possible school climate and program.
2. The Board and the Association recognize that the Ministry guidelines constitute the provisions under which the school accreditation process shall occur. A copy of the guidelines will be made available by the Board to school staffs upon request.
3. The School Staff Accreditation Steering Committee shall review and make recommendations where appropriate to the staff regarding the accreditation/assessment process.
4. The full benefit of the allocated Block Funds for accreditation shall be utilized by the school(s) concerned to provide support such as:
 - a. staff release time to meet requirements of the accreditation process;
 - b. additional secretarial and research assistance;
 - c. translation and printing services for schools with non-English speaking populations.
5. The utilization of accreditation funds shall be determined by the School Staff Accreditation Steering Committee.
6. Ministry funds targeted for follow-up activities in a school shall be made available to the school.

ARTICLE F.22 PROFESSIONAL AUTONOMY

1. The Board recognizes and respects the professionalism of the teachers covered by this Collective Agreement.
3. Teachers shall, within the bounds of the prescribed Provincial and authorized local curriculum, and consistent with effective educational practice, have individual professional autonomy in determining the methods of instruction, and the planning and presentation of course material in the classes of students to which they are assigned.
3. Nothing in the foregoing shall preclude the right of the Board to evaluate its teachers consistent with Article C.25 (Evaluation).

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

[See also Article G.20 (Sick Leave) for general sick leave use and accrual.]

ARTICLE G.2 COMPASSIONATE CARE LEAVE

1. For the purposes of this article “family member” means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
 - iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;

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

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

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

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

[See also Article G.26 (Family Illness Leave) for short-term leave.]

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.

For the purposes of this article “immediate family” means:

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
 - b. Any person who lives with an employee as a member of the employee’s family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.
 3. In addition to leave provided in clauses 1 and 2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of this clause “family member” means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
 - b. in relation to an employee's spouse or common-law partner or same-sex partner:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

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

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

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

Implementation:

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

Note: See also Article G.22.3 Discretionary Leave.

ARTICLE G.6 LEAVE FOR UNION BUSINESS

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Articles G.6.1.a and G.6.2 to G.6.8 do not apply in School District No. 68 (Nanaimo Ladysmith).]

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.

Elected union officer release

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

Local Provisions:

Leave - Executive N.D.T.A

11. The Association will reimburse the Board for such salary, benefits and sick leave costs upon receipt of a monthly statement from the Board. For leave granted under Article G.6.9, the employer's share of the President's pension contributions shall be remitted at no cost to the Association.
12. For purposes of pension, experience, sick leave and seniority, the Executive Member(s) shall be deemed to be in the full employ of the Board. The President shall inform the Secretary-Treasurer of the number of days or partial days, if any, that the Executive Member(s) were absent from Executive duties due to illness. Such days or partial days shall be deducted from the Executive Member's accumulated sick leave credits.

Leave for Local, B.C.T.F. and C.T.F. Business

13. Upon receipt of a letter of authorization from the Association to the Superintendent, or designate, an employee covered by this Agreement who is serving on a committee or task force of the Association, the B.C.T.F., or the C.T.F. shall be entitled to leave of absence in order to carry out such duties.

Such leave shall not exceed ten (10) days per school year.
14. In the circumstances where a teacher holds one or more official positions listed in Article G.6.13, that teacher will be eligible for leave for each position to the maximum provided for in Article G.6.13.
15. The Superintendent, or designate may grant additional leaves of absence beyond the prescribed days set out in Article G.6.13. Such leaves of absence shall not be unreasonably withheld.
16. The number of employees granted leave at the same time pursuant to Article G.6.13 shall not exceed a number that will unduly disrupt the activities of the school(s) or department(s) concerned. That number would be determined, if necessary, by the Superintendent, or designate, after discussion with the President of the Association. If a leave is to be denied pursuant to Article G.6.13, the President of the Association shall be advised.
17. Leave pursuant to Article G.6.13 shall be with pay and shall be granted subject only to the Board being reimbursed for the cost of the Teacher-Teaching-on-Call (TTOC).

Leave for Members Appointed to the B.C.T.F. or the C.T.F.

18. If an employee is appointed to a full time position with the B.C.T.F. or the C.T.F., leave of absence without pay shall be granted for the duration of that employee's appointment.

If the leave is for one year or less, the employee will return to their previous position if the position exists and if it is reasonable to return the employee to that position. If the leave is for more than a year, the employee will return to a position as closely related to the previous position as is practicable.

Leave for Local Matters Negotiations

19. The Board will provide payment of up to the equivalent of 45 TTOC days for the purpose of covering Teacher-Teacher-on-Call costs to provide release time for authorized representatives of the Association for collective agreement negotiations. The Association will pay any additional TTOC costs required for collective agreement negotiations.

Implementation:

The parties will develop a schedule of articles that are replaced by this article. Where a superior provision is identified in the previous collective agreement, this provision will not apply and the superior provision will continue to apply.

ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS

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

ARTICLE G.8 TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM

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

ARTICLE G.9 TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE

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

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

ARTICLE G.10 TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES

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

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

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

ARTICLE G.11 CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

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

ARTICLE G.20 SICK LEAVE

1. It is recognized that the purpose of sick leave is to provide sick leave benefits, as outlined in this Article, to teachers absent from their duties for reasons of the teacher's illness or unavoidable quarantine. If the Board so requests, and at the Board's expense, the teacher shall provide a certificate to that effect, signed by a medical practitioner, confirming the illness and/or the expected length of the teacher's absence.
2. Teachers shall be entitled to all unused sick leave credits earned while in the employ of the Board.
3. Sick leave is earned at the rate of one and one-half (1.5) days for each month worked by the teacher in the service of the Board. For the purpose of this Article "month worked" shall mean a month in which the teacher has worked.
4. Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.
5. Any days during which the teacher has been absent with full pay for reasons of the teacher's illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
6. There is no maximum to the number of days of sick leave that may be accumulated but the maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed one hundred twenty (120) days.
7. Fifteen (15) days of sick leave, or pro-rated portion thereof, shall be advanced to each teacher at the beginning of the school year. The amount of sick leave time advanced, but not earned in accordance with Article G.20.3, shall be reimbursed by the teacher to the Board prior to June 30 of that school year through payroll deduction. In the event that there are no further pay periods in that school year to allow for payroll deductions, the teacher shall be billed by the Board for the amount to be reimbursed.
8. Teachers commencing employment with the Board during the year shall have available to them the quota of sick leave benefits which would accrue to them for the balance of the school year.
9. The Board shall advise each employee on the pay stub at the end of each month of their accumulated sick leave.
10. Except in the case of layoff, if a teacher ceases to be employed by the Board prior to the end of a school year, any sick leave days which were used but not earned shall be repaid to the Board by the teacher.
11. If a teacher resigns from the Board's employ and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit upon resumption of a position with the Board of the balance of all sick leave remaining to the teacher's credit at the time of the teacher's resignation.

ARTICLE G.21 WORKERS' COMPENSATION SUPPLEMENT

1. A teacher in receipt of Workers' Compensation payments for a teaching-related injury will receive full pay from the time of the accident for a period not to exceed one (1) year. The Employer will continue to pay the employee's salary at the usual rate for the period of time and the payment(s) received by the employee from the Workers' Compensation Board shall be turned over to the Employer.
2. A teacher shall not be required to utilize sick leave credits for time lost on approved Workers' Compensation leave.

ARTICLE G.22 SUNDRY ABSENCES

1. Approval of the Administrative Officer and the Superintendent or designate for leaves under this Article must be first obtained for all such absences in accordance with the provisions of Articles G.22.2 (District Benefit Leave), G.22.3 (Discretionary Leave) and G.22.4 (Personal Leave).

2. District Benefit Leave

A teacher requesting one or more days off for reasons which are deemed to be of benefit to the District and which do not qualify for any type of leave with pay, but which are approved by the Administrative Officer and the Superintendent or designate shall have their pay deducted in accordance with the basic TTOC rate.

3. Discretionary Leave

A teacher shall be granted up to four (4) days per school year discretionary leave of absence after consideration of the efficient operation of the school and, if requested prior to or following a holiday, shall be subject to the approval of the Administrative Officer and Superintendent or designate. Discretionary days will be deducted at the applicable Teacher-Teaching-on-Call rate.

[Note: See also Article G.5 (Unpaid Discretionary Leave)].

Note: See also Article G.5 Unpaid Discretionary Leave.

4. Personal Leave

A teacher may request leave for personal reasons which are not approved under the terms of this Article. Such leave shall not be unreasonably withheld and shall be deducted at the daily rate.

ARTICLE G.23 LEAVE FOR ELECTIVE OFFICE AND COMMUNITY SERVICE

1. PART 1 - Leave Without Pay - To Campaign for Election to Public Office
 - a. Where an employee wishes leave without pay to campaign for election to public office, the employee must request such leave in writing at least one (1) week prior to the requested leave date.

- b. The Superintendent or designate may grant up to a maximum of:
 - i. fifteen (15) days leave without pay in the case of Municipal, Regional or School District elections; or
 - ii. sixty (60) days in the case of Provincial or Federal elections.
- 2. PART 2 - Leave Without Pay (Short Term) - Employees Holding Public Office

The Superintendent or designate shall grant leave without pay, upon written request, to those employees holding municipal, regional or School District offices to permit them to carry out the duties of their offices up to a maximum of ten (10) days per school year.
- 3. PART 3 - Leave Without Pay (Long Term) - Employees Holding Public Office
 - a. The Board shall, if requested in writing, grant leave of absence without pay for employees who are elected as:
 - i. a member of a Municipal Council, Regional District Board or School Board; or
 - ii. a member of the Legislative Assembly of the Province of British Columbia; or
 - iii. a member of Parliament.
 - b. The Board may grant leaves of this type (Part 3) to an employee for a period up to six (6) cumulative years or two (2) consecutive terms of office, whichever is shorter.
 - c. In an instance where an employee remains in elected office in excess of the six (6) cumulative year period without resigning from the employee's position, the employee's leave without pay is deemed to be completed at the end of the six (6) cumulative year period and the employee is to report back from leave for assignment.
 - d. If an employee does not report back for assignment after expiration of the employee's leave the employee will be terminated from the employee's position on the grounds of abandonment.
 - e. Leaves granted under this section must be taken unless written application to cancel the leave has been received and ratified by the Board.

ARTICLE G.24 COURT LEAVE

- 1. The Board shall grant leave of absence with regular rate of pay to a teacher on continuing or temporary appointment, other than a teacher on leave without pay, who is required:
 - a. to serve on a jury; or

- b. by subpoena or summons to attend as a witness in any proceeding held:
 - i. in or under the authority of a court justice;
 - ii. before a court, judge, justice, magistrate or coroner;
 - iii. before a legislative body or any committee that is authorized by law to compel the attendance of the witness before it; or
 - iv. before an arbitrator if the subpoena or summons is initiated by the Board.
2. Unless otherwise prescribed, a teacher in receipt of regular earnings while service at Court shall remit to the Board all monies paid to the teacher by the Court, except traveling and meal allowances not reimbursed by the Board.
3. Time spent in Court Actions arising from employment, requiring attendance at Court shall be at regular rate of pay.
4. Time spent at court by a teacher in the teacher's official capacity shall be at the teacher's regular rate of pay.
5. Subject to the foregoing provision, in cases where a teacher is a plaintiff, a defendant or an accused, such leave to attend at Court shall be without pay.

ARTICLE G.25 FAMILY ILLNESS LEAVE

1. Leave not to exceed three (3) days with pay per school year shall be granted in the case of serious illness in the immediate family as defined in Article G.25.2. The Superintendent, after considering the written request of a teacher, may grant an extension of no more than two (2) days with or without pay.
2. Immediate family for Family Illness Leave is defined as spouse, children, children of either parent in blended families, parents, step-parents, parents-in-law, and any person living in the same household as part of the family.

ARTICLE G.26 NON-BIRTH PARENT LEAVE

1. The following leaves of absence shall apply:
 - a. Up to two (2) days without loss of pay for the non-birth parent on or immediately following the day of birth;
 - b. Up to two (2) days without loss of pay on or immediately following the day the teacher's adopted child is received or the day legal guardianship is assumed.
 - c. In cases of maternity where parents cannot find a suitable person to tend to the needs of the children at home while the birth-parent is in the hospital giving birth to another child, up to three (3) days with pay shall be granted, or where similar circumstances prevail in instances of adoption or legal guardianship, the same provisions will apply. Additional time may, in extreme circumstances be granted

with or without pay. Application for additional leave shall be in writing and addressed to the Superintendent or designate.

ARTICLE G.27 PARENTHOOD LEAVE

1. For the purposes of this Article, a dependent child means a child who is under the age of nineteen (19) years and whose principal residence is with the parent or legal guardian requesting the leave.
2. A teacher with a dependent child or dependent children shall be granted, upon request, a parenthood leave of absence pursuant to the conditions of this Article. The Board reserves the right to limit the number of such leaves to one (1) Full Time Equivalent Teacher per one hundred and fifty (150) Full Time Equivalent Teachers in any one school year.
3. Parenthood leave shall be without pay for a stated period of time up to a maximum of two and one-half (2.5) school years once during a six (6) year period of employment with the Board.
4. The commencement and expiration of such parenthood leave shall coincide with the commencement or end of a term or semester unless otherwise agreed between the Board and the teacher.
5. Except for extenuating circumstances, a teacher shall not be eligible for parenthood leave immediately following either an extended maternity leave or an adoption leave.
6. In the case of death of the child, or extenuating personal circumstances, a teacher may request a return to duty earlier than provided for in this Article.
7. If, at the end of the agreed-upon period of leave the teacher is unable to return to duty because of ill health, the teacher shall present the Board with an acceptable medical certificate and shall qualify for sick leave provisions.

ARTICLE G.28 LONG TERM LEAVE

1. Leaves of absence without pay of a longer duration (other than for illness), up to a semester or school year may be granted at the discretion of the Board. Application for long term leave must be received by the Superintendent or designate by March 1st, where leave is to commence effective the following September 1st, and otherwise at least ninety (90) days prior to the proposed commencement date of the leave. Under exceptional circumstances, the application deadline may be waived.
2. Long term leaves are granted on a district basis without assurance of return to a specific location or assignment. Every reasonable effort shall be made by District Staff to consult with the teacher returning from leave regarding possible assignments and to place the teacher in an appropriate assignment.
3. Teachers on long term leave shall have the responsibility of providing the Board Office with their current address and telephone number or an alternate method of contact.

4. Teachers on long term leave of absence shall advise the Superintendent or designate in writing at the time of application or at least three (3) school months prior to the termination of the leave of the intent to return.
5. Following the expiry of the deadline referred to in Article G.28.4, the Board shall send a double-registered letter to any teacher on long term leave of absence who has not advised the Superintendent or designate of the intent to return stating:
 - a. that the teacher has failed to meet the conditions of Article G.28.4; and
 - b. that a response is required for assignment purposes within forty-eight (48) hours; and
 - c. if a response is not received within one (1) month the teacher shall be deemed to have resigned and the Board shall give notice to this effect to the teacher.

ARTICLE G.29 DETACHED DUTY LEAVE

1. The Board may grant Detached Duty Leave to employees covered by this Agreement in accordance with this Article. Such leave shall not be for the prime purpose of taking courses leading to higher certification, but is given to enable professional personnel to improve their ability to render educational services appropriate to the needs of the students.

Professional competence and the general welfare of the school system are the prime consideration of the Board in granting such leave. Detached duty must be of direct benefit to the district. The fact that such leave also benefits the individual teacher is immaterial as any and all courses of study are of benefit to all.
2. Detached Duty Leave with pay may be granted in accordance with the terms of this Article by the Board for one (1) school year (that is, between September 1st of one year and June 30th of the next year), any portion of the school year from September 1st to June 30th, or an equivalent combination of shorter length periods by several teachers.
3. Approval by the Board shall be contingent upon securing an employee qualified to assume the applicant's duties.
4. Not more than one (1) F.T.E. teacher per one hundred fifty (150) F.T.E. teachers shall be on detached duty during any one (1) school year.
5. Application for Detached Duty Leave must be submitted in writing to the Superintendent or designate with a copy to the Association, by the 15th of December prior to the school year in which Detached Duty Leave is requested. The application shall include a detailed outline of courses to be taken and/or other proposed activities, and how it will be of educational benefit to the District.
6. The Trustee Teacher Liaison Committee shall consider all applications and recommend to the Board candidates for Detached Duty Leave, by February 1st. Final approval of the recommended candidates will rest with the Board. Each applicant shall be notified by April 1st whether or not the teacher's request for Detached Duty Leave has been granted.

7. Applicants must give an understanding that they will continue in the employ of the Board for a minimum of two (2) years after returning from leave. Should a teacher fail to return to the employ of the Board upon completion of the leave, the full amount paid to the teacher by the Board is to be refunded by the teacher.
8. Purchase release shall be possible after one (1) years service on return from leave, by repayment of one half (1/2) the salary paid during the leave.
9. A teacher who abandons a program before its completion, without permission of the Board, would immediately forfeit the right to subsequent monthly payments and, except as provided for in Article G.29.10, shall repay the full amount of any salary already received during the Detached Duty Leave.
10. Where a teacher fails to complete the program or obligations because of illness, disability, bereavement or other such circumstance beyond the teacher's control, the teacher's appeal may receive special consideration by the Trustee Teacher Liaison Committee, which will make recommendations to the Board.
11. A teacher who fails to return to the District without obtaining a release by the Board from the obligation to return shall be referred to the Ethics Committee of the B.C.T.F.
12. If the teacher on Detached Duty Leave initiates and engages in remunerative employment other than that which the teacher could have initiated or engaged in while on active teaching duty, the Board shall pay the teacher only the amount which will bring the teacher's total remuneration up to sixty (60) percent of the teacher's basic salary.
13. Teachers who have been granted detached duty leave shall be paid in accordance with one of the following two (2) Detached Duty Leave pay levels:

- a. Level One:

Provided that the teacher meets all of the following conditions:

- i. that the teacher obtains no extra economic advantages from the program, and does not partake in any course(s) during this leave that lead(s) to a subsequent improvement in the teacher's salary category;
- ii. that the program is directly related to an advancement in classroom teaching, educational administration and/or learning condition;
- iii. that the teacher undertakes regularly to teach one (1) block or its equivalent, which shall be in the subject area and grade level for which the program is being designed.
- iv. that approval of the basic program concept is approved by the teacher's principal, and in the case of a secondary teacher, by the Department Head.

The teacher shall be paid at one hundred percent (100%) of the teacher's basic salary level for a period from one (1) to six (6) months and for the balance of the Detached Duty Leave period not covered at one hundred percent (100%) the teacher shall be paid at sixty percent (60%) of the teacher's basic salary level.

b. Level Two:

If the above conditions are not met, the teacher shall be paid at the rate of sixty percent (60%) of the teacher's basic salary for the period of the teacher's Detached Duty Leave.

14. Monies will be made available by the Board to provide for payment of salaries for teachers granted Detached Duty Leave in accordance with this Article.
15. The Board and the teacher will continue to make regular benefit contributions.
16. To qualify for Detached Duty Leave, a teacher must have a Standard certificate or better, and should have served not less than five (5) years with the Board and shall not normally be within five (5) years of the age of retirement.
17. Detached Duty Leave time will be counted as equivalent teaching experience for salary and seniority purposes unless the program has been abandoned pursuant to Article G.29.9.
18. No teacher shall be granted more than the equivalent of two (2) school years of Detached Duty Leave while in the service of the Board. The teacher shall not be eligible for a second year of such leave until seven (7) years have elapsed since the completion of the first school year of Detached Duty Leave.
19. If so requested, upon returning from Detached Duty Leave, the teacher shall submit a detailed report to the Superintendent or designate, describing activities pursued and knowledge gained.
20. If the leave is for one year or less, the employee will return to their previous position if the position exists and if it is reasonable to return the employee to that position. If the leave is for more than a year, the employee will return to a position as closely related to the previous position as is practicable.

ARTICLE G.30 MATERNITY AND PARENTAL LEAVE

1. Short Term Maternity Leave

- a. The purpose of this leave is:
 - i. to afford a pregnant teacher certain security of position on the staff while allowing suitable time free of duty;
 - ii. to ensure that there is continuity of good service and learning growth with the least amount of disruption to the school and students.
- b. A pregnant teacher shall be granted upon request a maternity leave without pay, except leave pursuant to Article G.30.1.c, as follows:
 - i. in accordance with Part 6 of the *Employment Standards Act*, (a copy of Part 6 of the *Employment Standards Act* will be made available to a teacher upon request); 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.
- c. **SEB Plan On Maternity Leave**
 - i. When a pregnant teacher takes maternity leave in accordance with Article G.30.1.b, the Board shall pay the teacher ninety-five percent (95%) of their current salary for the first two (2) weeks of the leave.
 - ii. Where the teacher is eligible to receive E.I. Maternity Benefits, the Board shall pay the teacher the difference between (eighty per cent) 80% of their current salary and the amount of E.I Maternity Benefits received by the teacher for a further 15 (fifteen) weeks.
 - iii. The Board and Association agree annually to enter into the Supplemental Employment Benefit (SEB) Plan agreement required by the *Employment Insurance Act* in respect of such maternity payment.
 - iv. When required by the Board, the teacher shall provide medical proof of pregnancy. Leave shall then be granted upon request of a teacher.
- d. Medical, Extended Health Benefits, salary continuance, group life insurance, and dental benefits will continue to be administered by the Board during short term maternity leave, under Article B.11 (Benefits).
- e. A teacher returning from short-term maternity leave within a school year shall be reassigned to the same position held prior to the leave.
- f. In cases where a pregnant teacher is unable to maintain satisfactory teaching service, such situation will be discussed by the Superintendent or designate and a representative of the Association, with the teacher.

2. Parental Leave

- a. Parental leave (inclusive of adoption Leave) shall be granted upon request as provided for in Part 6 of the *Employment Standards Act*.
- b. The employee shall give at least four (4) weeks notice in writing prior to the commencement of the parental leave.
- c. Parental leave shall be granted for the period stated in the *Employment Standards Act*, or for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester.

3. Extended Maternity Leave

- a. Teachers granted short term maternity leave under Article G.30.1 who choose not to return to work at the expiration of that leave may apply for extended maternity leave, four school weeks prior to the expiration of the short term maternity leave.

- b. Extended maternity leave shall be granted upon request for a period up to a maximum of thirty (30) school months inclusive of short term maternity leave, with return to coincide with the commencement of a term or semester unless the Board and teacher otherwise agree to an earlier return to work date.
- c. Teachers granted extended maternity leave shall return to employment to coincide with the commencement of a term or semester, unless the Board and teacher otherwise agree to an earlier return to work date and shall advise the Board of their intention on or before March 31st in the calendar year in which they are returning or before October 31st if returning at the commencement of the term of semester immediately following October 31st.

d. Benefits

When a teacher has been granted extended maternity leave the teacher shall pay one hundred per cent (100%) of all benefit premiums during the leave and make suitable arrangements for the continuation of their share of the premiums if the teacher so requests.

- e. Teachers who are on extended maternity leave who do not give the Board the required notice of their intention to return to teaching in accordance with Article G.30.3.c, following a written notice of intent from the Board, shall be deemed to have resigned if a response is not received within one (1) month from the teacher.

4. General Provisions: The following clauses apply to all leaves granted pursuant to Article G.30 (Maternity and Parental Leave):

a. Use of Sick Leave

If at the end of the agreed-upon period of leave, the teacher is unable to return to duty because of ill health, they shall present the Board with an acceptable medical certificate and shall qualify for their sick leave provisions.

b. Early Return and Emergency Situations

- i. In the case of an incomplete pregnancy, death of the child, or extenuating personal circumstances, a teacher may return to duty earlier than provided in the agreed upon leave.

- ii. The teacher intending to make an early return to duty will submit a written application and a medical certificate as per Part 6 of the *Employment Standards Act*.

- c. If the leave is for one year or less, the employee will return to their previous position if the position exists and if it is reasonable to return the employee to that position. If the leave is for more than a year, the employee will return to a position as closely related to previous position as is practicable.

- d. Application for any leave under this section shall be submitted in writing to the Superintendent or designate.

5. Adoption
 - a. In the case of adoption:
 - i. maternity leave shall be granted and commence from the date of receipt of the child in accordance with Articles G.30.1.b and G.30.5.b.
 - ii. parental leave shall be granted and commence from the date of receipt of the child in accordance with Article G.30.2.
 - b. Leave shall be granted to either or both parents (when both are employees of the Board) of up to three (3) days for mandatory interviews and/or traveling time to receive the child. Pay for such leaves shall be deducted at the basic Teacher-Teaching-on-Call (TTOC) rate.

ARTICLE G.31 SELF-FUNDED LEAVE PLAN

1. The Board shall administer a mutually agreed upon Self-Funded Leave Plan during the term of this Agreement.
2. The Trustee Teacher Liaison Committee shall govern the Plan in accordance with the provisions of the Self-Funded Leave Plan document.
3. Copies of the Self-Funded Leave Plan shall be provided to employees upon request.
4. A teacher who has been granted leave under the Self-Funded Leave Plan and elects to continue participation in medical, Extended Health Benefits, salary continuance, group life insurance and dental benefits, where applicable shall pay one hundred percent (100%) of all such benefit premiums. The teacher shall be responsible for making suitable arrangement through the Payroll Department for their payment.
5. If the leave is for one year or less, the employee will return to their previous position if the position exists and if it is reasonable to return the employee to that position. If the leave is for more than a year, the employee will return to a position as closely related to the previous position as is practicable.

ARTICLE G.32 LEAVE OF ABSENCE INCENTIVE PLAN

1. Unless otherwise specifically provided for in this Article, all general provisions and conditions for Long Term Leaves apply to this Leave of Absence Incentive Plan (LAIP).

The purposes of the Leave of Absence Incentive Plan shall be:

- a. to provide leaves of absence for personal and professional reasons
 - b. to provide more teaching opportunities within the School District.
2. Eligibility

To be eligible for the Leave of Absence Incentive Plan teachers must:

- a. hold a continuing appointment
- b. have at least eight (8) years of continuous, "active" service with the Board. (Long term leaves of absence, excluding maternity leave, are not considered "active" service for this plan.)
- c. be at the maximum step of the basic salary scale
- d. not have had any other type of long term leave, except for maternity leave, within the past five (5) years
- e. not take or be taking any other type of long term leave or a leave under the Self Funded Leave Plan coincident with this plan.

3. Application

Applications for a leave under this Article must be submitted in writing to the Superintendent or designate, with a copy to the Teachers' Association. Applications must be submitted by December 15 prior to the beginning of the school year in which the requested leave would commence.

4. Granting of LAIP Leaves

- a. The Trustee Teacher Liaison Committee shall consider all applications and recommend to the Board candidates for leaves of absence under this Article by February 1st.
- b. The Board reserves the right to restrict the number of LAIP leaves granted in any one year.
- c. The Board may grant up to six (6) LAIP leaves in any one year.
- d. A leave of absence under the LAIP will be for a maximum of one school year.
- e. Approval of a LAIP leave by the Board shall be contingent upon securing an employee qualified to assume the applicant teacher's duties.
- f. A teacher may be granted only one LAIP leave while in the service of the Board.
- g. Each applicant shall be notified by April 1st whether or not the application has been approved.
- h. If the leave is for one year or less, the employee will return to their previous position if the position exists and if it is reasonable to return the employee to that position. If the leave is for more than a year, the employee will return to a position as closely related to the previous position as is practicable.

5. Financial Incentive

A teacher granted an approved leave of absence under the LAIP shall be paid an amount equivalent to twenty (20) percent of the teacher's annual salary in effect on the

date the teacher's leave commences. This amount shall be paid in two installments as agreed by the Board, the Association, and the teacher granted such leave.

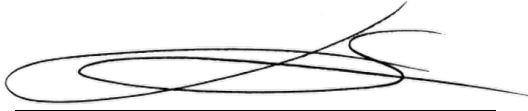
- a. Teachers on part-time continuing appointments and granted LAIP Leave shall receive a pro-rated incentive based on the percentage of their teaching time and payable in accordance in the same manner as above.
- b. Subject to the eligibility, the teacher may choose to continue coverage of benefit plans on the same sharing basis as provided for in the Collective Agreement.

ARTICLE G.33 RETURNING FROM LEAVE OF ABSENCE

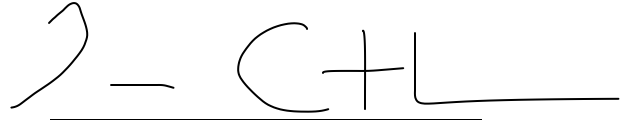
Unless otherwise stated in a specific article, if the leave is for one year or less, the employee will return to their previous position if the position exists and if it reasonable to return the employee to that position. If the leave is for more than a year, the employee will return to a position as closely related to the previous position as is practicable.

SIGNATURES

Signed at Vancouver, British Columbia, this 4 day of March, 2024



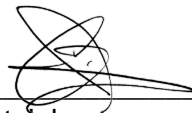
Shawn Johnston,
Executive Director, Human Resources
School District No. 68 (Nanaimo/Ladysmith)



Joanna Cornthwaite,
President
Nanaimo District Teachers' Association



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



Clint Johnston,
President
British Columbia Teachers' Federation

LOCAL LETTERS OF UNDERSTANDING

BETWEEN

The Nanaimo District Teachers' Association/
British Columbia Teachers' Federation

AND

The Board of Education of School District No. 68 (Nanaimo)
The British Columbia Public School Employers' Association

LOCAL APPENDIX A: “No More than Two” Settlement Agreement

Between

Board of School Trustees of School District No. 68 (Nanaimo)
(the “Employer”)

and:

Nanaimo District Teachers’ Association
(the “union”)

WHEREAS on February 12, 1998 the Union filed Grievance #98-01 concerning Article D.2 of the Collective Agreement presently in force between the parties (Exceptional Students);

AND WHEREAS the Grievance was referred to arbitration under Section 104 of the Labour Relations Code of British Columbia;

AND WHEREAS the parties were able to resolve the dispute on the terms set out in the following Settlement Agreement;

THEREFORE the parties agree that the grievance is resolved according to the following terms:

1. The following groups of exceptional students will count for the purpose of the “no more than two students” rule in Article D.2.3 of the Collective Agreement:
 - Dependent Handicapped
 - Low Incidence
 - Severe Behaviour
 - Rehabilitation Students except as otherwise provided in the Settlement Agreement
 - Severe Learning Disabled except as otherwise provided in the Settlement Agreement.
2. Rehabilitation students integrated into a regular class shall be included in the “no more than two students” provision in Article D.2.3 of the Collective Agreement provided the student requires a modified program as evidenced in the student’s IEP.
3. Severe Learning Disabled secondary students integrated into a regular class shall be included in the “no more than two students” provision of Article D.2.3 of the Collective Agreement provided the student requires an adapted or modified program as evidenced in the student’s IEP. However, a Severe Learning Disabled secondary student who may be assessed as capable of achieving the Provincial Intended Learning Outcomes within the normal range of non-designated students in an integrated block or blocks will not be included in the “no more than two students” count.
4. If it is later determined that a Severe Learning Disabled secondary student requires an adapted or modified program for a regular class into which that student has been integrated, the student shall be included in the “no more than two students” provision of Article D.2.3 of the Collective Agreement.
5. The determination contemplated in Paragraph 4 of the Settlement Agreement shall be made by the receiving teacher after discussion with the School-based Team.

6. Once a determination is made pursuant to Paragraph 5 of the Settlement Agreement, the Severe Learning Disabled secondary student's IEP will reflect the change.
7. It is agreed that Gifted Students are not counted for the purpose of the "no more than two students" provision of Article D.2.3 of the Collective Agreement.
8. Other students designated according to Ministry guidelines or otherwise identified by the School Based Team and the Office of Student Support Services may be included in the "no more than two students" count on a case by case basis pursuant to Article D.2.4 of the Collective Agreement.
9. For purposes of the Settlement Agreement, the School Based team shall consist of:
 - an appropriate administrator
 - a learning assistance teacher
 - one or more resource room teachers
 - an appropriate counselor
 - the receiving teacher
 - consultation with the school psychologist
10. The parties agree that the Settlement Agreement will be issued as a Consent Order pursuant to the provisions of Labour Relations Code of British Columbia.
11. The parties agree that Arbitrator A P Devine will retain jurisdiction to determine issues arising from the interpretation or application of the Settlement Agreement.

THIS SETTLEMENT AGREEMENT is dated and effective this 14th day of May, 1998.

NANAIMO DISTRICT TEACHERS' ASSOCIATION
per "Keith Allen" "Brenda Stewart"

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO 68 (NANAIMO)
per "Patrick Ross" "Robert Flood"

Updated cross-references as housekeeping - 2023

**LOCAL LETTER OF UNDERSTANDING:
Hours of Instruction Band/Choral Classes**

Between

Board of School Trustees of School District No. 68 (Nanaimo)
(the “Employer”)

and:

Nanaimo District Teachers’ Association
(the “union”)

Without prejudice or precedent to the period of time subsequent to the expiration of the 1990-1992 Agreement, the Board and Association agrees that application of Article D.26.3 of the Agreement is not intended to restrict the timetabling of, or assignment of a teacher to, band/choral classes either immediately prior to or immediately following the regular timetable, subject to the following conditions:

1. the band choral teacher is in agreement;
2. the band/choral teacher will not be assigned an instructional day in excess of 6.5 consecutive hours or an instructional week in excess of 32.5 hours.

Dated at Nanaimo, in the Province of British Columbia, this 28th day of June 1991.

Board of school trustees
School District 68 (Nanaimo)

Nanaimo District
Teachers’ Association

Bargaining Chairperson
I Clark

Bargaining Chairperson
Mark R Bigler

Chairperson — Board of School Trustees
Richard Borelli

President
Jinny Sims

Assistant Superintendent — Secondary

1st Vice-President

Updated cross-references and melded - 2023

**ARBITRATION SETTLEMENT AGREEMENT:
Elementary Teacher-Librarian Staffing Principles**

Between

Nanaimo District Teachers' Association
(the "union")

and

Board of School Trustees of School District No. 68 (Nanaimo)
(the "Employer")

Settlement Agreement: Elementary Teacher-Librarian Staffing Principles

The parties have agreed to resolve these matters on the following bases:

Elementary Teacher-Librarian Staffing Principles

1. For the purpose of Article E.22 of the collective agreement, Elementary Library Services will be considered to be analogous to a school with the Director of Instruction — Learning Resources being similar to a principal, and teacher-librarians being similar to teachers on a school staff. The provisions of Article E.22 of the collective agreement apply to elementary library services mutatis mutandis.
2. For the purposes of this agreement, an assignment means the school or schools to which a teacher-librarian is assigned.
3. The following principles shall be considered, inter alia in the assignments of teacher-librarians;
 - a) Stability of assignment shall be one of the major considerations in teacher-librarian assignments;
 - b) Teacher-librarians who may be reassigned shall be consulted individually by the Director of Instruction — Learning Resources for their meaningful input as to the nature of the reassignment.
4. While the parties agree that school libraries should be staffed with only one teacher-librarian, they recognize that teacher-librarian allocations to a school may change from year to year. In situations where it may be necessary to have a second teacher-librarian assigned to a school, the primary function of the second teacher-librarian shall be to provide release time. Such second teacher-librarian assignment will only be made when there is someone willing to do the second assignment and shall be for a maximum two year period, unless the Director of Instruction — Learning Resources agrees otherwise
5. Where an existing teacher-librarian is assigned to an assignment of less than .2 FTE at a school pursuant to paragraph 4 above, then that teacher will be ineligible for travel time or travel costs set out in the collective agreement for that assignment.

6. Library assignments will be made after consultation with the teacher-librarians, the Director of Instruction — Learning Resources, the principals of schools concerned and the Assistant Superintendent (Elementary).
7. The NDTA withdraws the grievances.
8. The parties will execute a letter of understanding reflecting this agreement.

AGREED TO this 27th day of October, 1995.

For the Nanaimo District Teachers

For School District #68 (Nanaimo)
Association

LETTER OF UNDERSTANDING

Minutes of Settlement Agreement: After School Community Band Programs

WHEREAS there are band programs available at the McGirr and Rock City Elementary schools

AND WHERE AS the Association has filed a grievance alleging the said band programs violate the collective agreement.

AND WHEREAS the parties have agreed to settle the grievance on the following terms and conditions

THE PARTIES AGREE AS FOLLOWS:

1. The parties recognize and accept that exposure to band activity can contribute to a student's social, intellectual and cultural development.
2. The parties recognize the right of community band programs to use school facilities when the following criteria are met:
 - a) A community band may use school facilities for its practices at a time when the school's facilities are available for community rental, i.e. not normally before 4:30 p.m. on a regularly scheduled school day.
 - b) Band programs using school facilities shall be open to age-appropriate students from other schools in the District.
 - c) Information with respect to the band programs using school facilities will be available in other schools and in the community.
 - d) Community band programs shall not be organized or controlled by the School District.
4. The parties shall co-operate in the effective implementation of this Agreement.
5. Any unresolved issues may be referred to Colin Taylor for assistance.

CONSENTED AS TO FORM June 23, 1998

"Signed by the Employer" Robert Flood, Bonda Bitzer

"Signed by the Union" Keith Allen, Brenda Stewart

**Local Letter of Understanding:
Career Technical Centre (CTC)**

between

Board of Education, School District 68 (Nanaimo/Ladysmith)

and

Nanaimo District Teachers' Association

concerning

CAREER TECHNICAL CENTRE (CTC)

The Board of Education and the Nanaimo District Teachers' Association (NDTA) agree to the following with regard to the School District 68/Malaspina University-College operation of the Career Technical Centre (CTC).

1. Within each of the CTC programs, a minimum of 52 credits (13 courses) will be taught by members of the NDTA. If there is a change in the minimum number of courses required for graduation, it might be necessary to reconsider the minimum number of credits/courses taught by members of the NDTA.
2. Courses being taught by instructors from Malaspina University-College and for which students receive dual credit will be taught at Malaspina, at the CTC, or when necessary at Nanaimo District Secondary School (NDSS), but when at NDSS, in classroom/lab/shop areas not otherwise required for school instruction.
3. Current program offerings within the CTC are: Applied Business Technology, Auto Service Technology and Information Technology. The curriculum organization details of each of the programs are attached.
4. Future program offerings within the CTC will adhere to the same criteria as outlined in #1 and #2 above. Specifically, a minimum of 52 credits (13 courses) will be taught by members of the NDTA, and the CTC will not displace NDSS from instructional space required for the school's 8-12 program.

Dated this 20th day of January, 2000.

Rick Borelli
Assistant Superintendent – Secondary
School District 68 (Nanaimo/Ladysmith)

Peter McCue
President
Nanaimo District Teachers' Association

CAREER TECHNICAL CENTRE CURRICULUM ORGANIZATION

Applied Business Technology				Credits
Grade 11				
Term 1				
English 11		SD		4
Social Studies 11		SD		4
Business Computer Applications 11		SD		4
Entrepreneurship 12		SD		4
Term 2				
Science 11		SD		4
Math 11		SD		4
Accounting 11 or Marketing 11		SD		4
CAPP/Fine Arts 11		SD		2/2
Grade 12				
Term 3				
English 12		SD		4
Marketing 12		SD		4
Data Management 12		SD	*dc	4
Technical & Professional Communications 12	3	SD	*dc	4
Term 4				
Applied Business Technology 13	3	MUC	*dc	4
Applied Business Technology 13	3	MUC	*dc	4
Applied Business Technology 13	3	MUC	*dc	4
Career Prep Work Experience 12		SD		4
CAPP 12		SD		2
				66
Grade 13				
Term 5				
College Course 13	3	MUC		
College Course 13	3	MUC		
College Course 13	3	MUC		
College Course 13	3	MUC		

- dc – dual credit

R. Borelli

Assistant Superintendent

1999 10 04

CAREER TECHNICAL CENTRE CURRICULUM ORGANIZATION

		Auto Service Technology			
Grade 11					Credits
	Term 1				
		English 11		SD	4
		Social Studies 11		SD	4
		Math 11		SD	4
		CAPP/Fine Arts 11		SD	2/2
	Term 2				
		Science 11		SD	4
		Drafting or Metalwork 11		SD	4
		Mechanics 11B		SD	4
		Mechanics 13A	3	MUC	*dc 4
Grade 12					
	Term 3				
		English 12		SD	4
		Business Computer Applications 11		SD	4
		Mechanics 12A	3	SD	*dc 4
		Career Prep Work Experience 12		SD	4
	Term 4				
		Entrepreneurship 12		SD	4
		Applied Physics 12		SD	4
		Mechanics 12B	3	SD	*dc 4
		Mechanics 13B	3	MUC	*dc 4
		CAPP 12		SD	2
					<hr/>
					66

Grade 13

Term 5

Mechanics 13C	3	MUC
Mechanics 13D	3	MUC
Mechanics 13E	3	MUC
Mechanics 13F	3	MUC

dc – dual credit

- R. Borelli
Assistant Superintendent
1999 10 04

CAREER TECHNICAL CENTRE CURRICULUM ORGANIZATION

Information Technology

Grade 11

Credits

Term 1

English 11		SD		4
Math 11		SD		4
Information Technology 11		SD		4
Computer Graphics 13	3	MUC	*dc	4

Term 2

Physics		SD		4
Social Studies 11		SD		4
CAPP/Fine Arts 11		SD		2/2
Computer Technology	3	MUC	*dc	4

Grade 12

Term 3

English 12		SD		4
Math 12		SD		4
Internet Applications 12 (LD)	3	SD	*dc	4
Elective 11/12		SD		4

Term 4

Entrepreneurship 12		SD		4
Computer Animation 12		SD		4
Data Management 12	3	SD	*dc	4
Career Prep Work Experience 12		SD		4
CAPP 12		SD		2

66

Grade 13

Term 5

College Course 13	3	MUC		
College Course 13	3	MUC		
College Course 13	3	MUC		
College Course 13	3	MUC		

- dc – dual credit

R. Borelli

Assistant Superintendent

1999 10 04

LETTER OF UNDERSTANDING

Between:
THE BOARD OF TRUSTEES OF School District 68
(NANAIMO-LADYSMITH)

And

THE NANAIMO DISTRICT TEACHERS' ASSOCIATION

RE: EMPLOYMENT EQUITY – ABORIGINAL EDUCATORS

The parties acknowledge the social and educational benefits of recruiting and retaining teachers of aboriginal ancestry. To this end, the parties shall establish a joint committee to develop an employment equity program to recruit teachers of aboriginal ancestry into the Nanaimo-Ladysmith Public Schools and to retain their services in the district.

The Joint Committee shall be composed of three members representing the Board and three members representing the Association. This joint committee shall meet within 30 working days of the signing of the collective agreement.

1. The Joint Committee shall establish its terms of reference that shall include but not be limited to:
 - a. Develop the vision and goals for an employment equity plan for teachers of aboriginal ancestry.
 - b. Determine a definition of "Aboriginal ancestry." Research and report on current provincial and federal models for defining, and verifying, an employee's aboriginal ancestry.
 - c. Develop a plan for the development and implementation of in-service programs for employees. Topics may include, but are not limited to:
 - i. aboriginal perspectives;
 - ii. historical and current context and Aboriginal issues; and,
 - iii. employment equity
 - d. Determine a method for asking teachers, and applicants for employment as teachers to declare their Aboriginal ancestry.
 - e. Develop goals and measures of success for recruiting and retaining teachers of aboriginal ancestry.
 - f. Monitor the progress of this program in relation to terms of reference and goals.
2. The Joint Committee shall table its initial report to their respective executives by December 4, 2015.

For the Union
Mike Ball, President
Nanaimo District Teachers' Association
April 22, 2015

For the Employer
David Nixon, Director – Labour Relations
Nanaimo – Ladysmith Public Schools
April 22, 2015

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Designation of Provincial and Local Matters

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

Signed this 8th day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

Appendix 1 PROVINCIAL MATTERS
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Appendix 1 – Provincial Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

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

January 22, 2021 - Provincial Matters

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

Appendix 2 – Local Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

January 22, 2021 - Local Matters.

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”
President
BC Teachers’ Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’
Association

“R. Worley”

“K. Halliday”

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Agreed Understanding of the Term Teacher Teaching on Call

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

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

Signed this 25th day of June, 2012

Original signed by:

Jacque Griffiths
For BCPSEA

Susan Lambert
For BCTF

LETTER OF UNDERSTANDING No. 3.a

Between

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

And

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

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

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

Not applicable in School District No. 68 (Nanaimo-Ladysmith)

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Not applicable in School District No. 68 (Nanaimo-Ladysmith).

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

Not applicable in School District No. 68 (Nanaimo-Ladysmith)

LETTER OF UNDERSTANDING No. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

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

Signed this 26th of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

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

LETTER OF UNDERSTANDING No. 7

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

LETTER OF UNDERSTANDING No. 8

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

Alan Chell
For BCPSEA

March 26, 2020
Date

Teri Mooring
For BCTF

March 26, 2020
Date

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

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

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

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

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

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

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

Agreed to on: November 26, 2012

Revised: May 13, 2015

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

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

Appendix A to Letter of Understanding No. 9

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

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

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

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

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

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

Not applicable in School District No. 68 (Nanaimo-Ladysmith)

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 TTOC or in the past has been a TTOC.

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

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

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

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

Example:

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

Original signed by:

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

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

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

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

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

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

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

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

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

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

Teacher Signature

Date Signed

District Receipt Confirmed

Date of Receipt

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

LETTER OF UNDERSTANDING NO. 12

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

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

Schedule "A" of All Restored Collective Agreement Provisions

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

Agreement to be Implemented

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

II. NON-ENROLLING TEACHER STAFFING RATIOS

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

- v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.

- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).

- C. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local collective agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).

- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.

- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2019 – 2022 BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

III. PROCESS AND ANCILLARY LANGUAGE

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

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

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

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

11. The BCPSEA-BCTF collective agreement provisions regarding class composition that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and

again in 2012 by the *Education Improvement Act* will be implemented. The Parties agree that the implementation of this language shall not result in a student being denied access to a school, educational program, course, or inclusive learning environment unless this decision is based on an assessment of the student's individual needs and abilities.

12. The parties agree that the August 28, 2019 Jackson Arbitration on *Special Education Designations* is binding on the parties and that Arbitrator Jackson maintains jurisdiction on the implementation of the award.

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

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

Best Efforts to Be Made to Achieve Compliance

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

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

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

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

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

Non-Compliance

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

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

Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

i) Additional preparation time for the affected teacher;

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

 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 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 14

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

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

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

LETTER OF UNDERSTANDING NO. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Maternity/Pregnancy Supplemental Employment Benefits

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

Discussions will take place prior to June 30, 2020.

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 16

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Early Career Mentorship

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

LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Potential Grievance Resolution

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

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