WORKING DOCUMENT

LOCAL AND PROVINCIAL MATTERS AGREEMENT

BETWEEN:

B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

As bargaining agent for all the school boards and authorities established under the *School Act*.

and:

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

On behalf of all employees included in the bargaining unit established under the *Public Education Labour Relations Act* (PELRA)

As it applies in:

School District No. 72 (Campbell River)

Between

The Board of Education of School District No. 72 (Campbell River)
(The "Employer")

and

The Campbell River District Teachers' Association
(The "Local")

Effective July 1, 2019 to June 30, 2022

Note: This is a working document intended to set out the agreed upon terms and conditions of employment between BCTF and BCPSEA as those terms and conditions apply in School District No. 72 (Campbell River). In the event of a dispute, the original source documents will be applicable.

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PREAMBLE

This Collective Agreement rests on two fundamental assumptions.

First, the Board and the Association are striving for educational excellence in School District No. 72. We believe that we can mutually foster this excellence by building a vibrant school district community of learners. In this vision of excellence, we affirm that the learner is central to our organizational purpose, and that the process of learning is life-long. Our learning community is also founded on a system of values which include respect for diversity and commitment to professional collegiality. Our school district culture views adversarial relationships, exploitation, and selfish competition as impediments to educational excellence. We are committed to dialogue, to cooperation, and to moral integrity. The students in our care deserve nothing less than our commitment to these values.

Second, the Board and the Association recognize that School District No. 72 is also a workplace for teachers. In this workplace we affirm our joint commitment to high standards in our personnel policies, personnel practices, and labour relations. This Collective Agreement specifically invokes personnel standards of confidentiality and employee protection which are consistent with the provisions and highest principles of current legislation. Moreover, we affirm our respect for diversity by rejecting policies and practices which unlawfully discriminate against employees and students. In circumstances where sexual harassment or unlawful discrimination are established, the Board and the Association shall provide protection and support to victims in accordance with the provisions of this Collective Agreement.

We believe that excellence in learning and excellence in personnel practices are the hallmarks of a truly progressive school district. A commitment to excellence reflects our mutual concern for high levels of organizational justice. In a wider cultural milieu which has historically tolerated mediocrity and unethical discrimination, these commitments to excellence represent countervailing forces for the common good.

Definition of Terms

The term “Association” shall mean the Campbell River District Teachers’ Association.

The term “Board” shall mean the Board of Education of School District No. 72 (Campbell River). It is understood that the Board designates and delegates all administrative functions to the Superintendent of Schools (hereinafter referred to as the “Superintendent”) and other administrative staff.

The term “teacher” shall take its meaning from the definition in the *School Act, R.S.B.C. 1996, c.412 with amendments*.

The term “days” shall mean calendar days unless otherwise specifically defined in this Agreement.

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 in each district recognizes the local in that district as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.

3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement. *[This clause is not applicable to School District No. 72]*

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 attending a “half day” meeting shall receive a half day’s pay. If the meeting extends past a “half day,” the TTOC shall receive a full day’s pay.

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

a. The local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the local, the grievor shall be accompanied at this meeting by a representative appointed by the local.

b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

3. Step Two

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

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

4. Step Three

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

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

i. the number of representatives of each party at Step Three shall be three; and/or

ii. at least one of the employer representatives shall be a trustee.

b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

5. Omitting Steps

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

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

6. Referral to Arbitration: Local Matters

a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.

b. The referral to arbitration shall be in writing and should note that it is a “local matters grievance.” The parties shall agree upon an arbitrator within ten (10) working days of such notice.

7. Referral to Arbitration: Provincial Matters

a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a “provincial matters grievance,” as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.

b. The referral to arbitration shall be in writing and should note that it is a “provincial matters grievance.” The parties shall agree upon an arbitrator within ten (10) working days of such notice.

c. Review Meeting:

i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.

ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.

iii. Each party shall determine who shall attend the meeting on its behalf.

8. Arbitration (Conduct of)

a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.

b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.

d. Authority of the Arbitrator:

i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.

iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.

e. The decision of the arbitrator shall be final and binding.

f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. General

a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.

b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.

c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.

d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.

e. i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher teaching on call (TTOC) is required, such costs shall be borne by the employer.

ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and

iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

ARTICLE A.7 EXPEDITED ARBITRATION

1. Scope

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

2. Process

a. The grievance shall be referred to one of the following arbitrators:

i. Mark Brown
ii. Irene Holden
iii. Chris Sullivan
iv. Elaine Doyle
v. Judi Korbin

vi. John Hall

b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.

c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.

d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.

e. The written submissions shall not exceed ten (10) pages in length.

f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .

g. The parties will use a limited number of authorities.

h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.

i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.

j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

k. Neither party shall appeal or to seek to review a decision of the arbitrator.

l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.

m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.

n. The parties shall equally share the costs of the fees and expenses of the arbitrator.

o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.

2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.

3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.

4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

ARTICLE A.9 LEGISLATIVE CHANGE

1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.

2. a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.

   b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.

3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).

4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

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

1. Upon written request to the Superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.

2. Upon written request to the superintendent or designate from the Ministry of Education, a teacher teaching on call (TTOC)who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. TTOCs shall be paid in accordance with the collective agreement.

3. Leave pursuant to Article A.10.1 and A.10.2 above shall not count toward any limits on the number of days and/or teachers on leave in the provisions in Article G.6.

Note: The parties will develop a schedule of articles that are replaced by this article.

ARTICLE A.20 CONTRACTING OUT

1. Except as mutually agreed between the Board and the Association, the Board shall not contract out duties of the type and kind that would normally and regularly be performed by a teacher. This agreement shall not be unreasonably denied.

ARTICLE A.21 SCOPE OF THE BARGAINING UNIT

1. Any position which falls within the bargaining unit as contemplated in Article A.2 (Recognition of the Union) of this Agreement shall be included in the bargaining unit unless otherwise agreed between the parties. Where the Board creates any new teaching positions or Associated Professional positions, the Board and the Association shall make every effort to agree on whether the new position is included or excluded from the bargaining unit.

2. When consideration is being given to the creation of Principal/Vice-Principal positions, and other new teaching positions or Associated Professional positions, the Board shall consult with the Association and shall provide the Association with a description of the contemplated duties of the position.

ARTICLE A.22 USE OF FACILITIES/BULLETIN BOARD/DISTRICT COMMUNICATIONS

1. Authorized representatives of the Association shall have the right to transact official Association business on Board property, provided that there is no disruption to instructional or other school activities.

2. The Association may use Board facilities and equipment for the purposes of Association business, subject to Board Policy on the use of school facilities.

3. The Association may make reasonable use of inter-school mail service, inter-school FAX service and district email.

4. The Association shall have access to staff room bulletin board space at each school.

5. Articles A.22.1, A.22.2 and A.22.3 do not apply where either party has taken action permitted by Part 5 of the *Labour Relations Code.*

ARTICLE A.23 SCHOOL STAFF COMMITTEES

1. a. Each school shall have a recognized Staff Committee in place by the end of the first full week of school in each school year.

   b. Each school shall have a Staff Committee consisting of the school's Principal/Vice-Principal and at least two teachers elected by the teaching staff of the school.

   c. It is recognized that at small schools all teachers and the Principal/Vice-Principal may constitute the Staff Committee.

   d. Staff Committees shall meet at least once each month to discuss issues relevant to the teaching staff of the school. Any member of the school's staff may bring forward at any time an issue for discussion by the Staff Committee.

2. The Staff Committee may discuss and make recommendations to the school staff and/or Principal/Vice-Principal in areas that are relevant to the teaching staff. It is recognized that the role of the Staff Committee is that of an advisory nature and shall not impact in any way upon the duties of the Principal/Vice-Principal as provided for in the *School Act and Regulations* and as assigned by the Board. Except for aspects of personnel or other matters of a confidential nature, the school administration shall provide a rationale to the Staff Committee when a decision is made not to implement recommendations.

3. The Chairperson of the Staff Committee shall be on a rotational basis between the Association representatives on the Committee and the Principal/Vice-Principal representatives on the Committee.

4. a. Dates of regularly scheduled Staff Committee meetings shall be established at the first Staff Committee meeting of the year. Additional meetings shall take place as required.

   b. Preliminary agendas of all regularly scheduled Staff Committee meetings shall be published and distributed to all teaching staff by the Chairperson at least two days prior to the meeting dates.

5. Minutes of Staff Committee meetings shall be recorded and made available to all teaching staff and the Principal/Vice-Principal. Copies shall be filed in the general office of the school and a copy sent to the Association by the teacher representatives on the Committee.

ARTICLE A.24 ACCESS TO INFORMATION

1. Upon request, the Association shall be granted all relevant information concerning the operation and management of the school district, subject to the reasonable approval of the Superintendent.

ARTICLE A.25 LABOUR DISPUTES

1. All teachers covered under this Agreement shall have the right to refuse to cross or work behind a duly constituted picket line arising out of a dispute as defined by the *Labour Relations Code.* Any teacher failing to report for duty for this reason shall be considered to be absent without pay. No disciplinary action shall be taken by the Board. The Board and the Association shall jointly make provisions for the security of schools and the safety of children and teachers, except for a picket line established by another bargaining unit employed by the Board, the establishment of which the Board has not had a least three hours' prior knowledge.

2. Pursuant to Article A.25.1, when time does not otherwise permit, the Principal/Vice-Principal, in consultation with the staff representative, may designate a teacher(s) to make such provisions for the security of schools and the safety of children to a maximum of three (3) hours and shall notify the Superintendent and the Association of such action as soon as possible. Any teacher(s) so designated shall suffer no loss of pay for the day(s) they provide such service.

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 lockout, nor shall teachers request, require, or direct pupils to carry out such duties.

4. In the event of any picket line, other than a picket line established by another bargaining unit employed by the Board, which prevents a teacher from carrying out normal duties, the teacher shall immediately inform the staff representative who shall immediately

contact their Principal/Vice-Principal or the Superintendent to advise which teachers do not intend to cross the picket line.

5. Exercise of a teacher's rights under this Article shall not be considered a violation of this Agreement.

ARTICLE A.26 COPY OF AGREEMENT

1. Each Association member shall receive a copy of this Agreement in booklet form. The editing decisions and printing costs shall be shared equally by the Board and the Association.

ARTICLE A.27 INPUT TO BOARD POLICY

1. The Board shall invite the Association to make representations to the Board on the establishment and amendment of Board policy.

ARTICLE A.28 TEACHER/BOARD LIAISON PROCESS

1. There shall be a Teacher/Board liaison process which shall have the full support of both parties to this Agreement, in the interest of providing the best possible communications and understanding between the Board and the Association.

2. Meetings shall be held between four (4) representatives of the Association and four (4) representatives of the Board as and when requested by either party. Such meetings shall occur no more than three (3) times during a school year unless the Association and the Board representatives agree to additional meetings. A notice and agenda of the meetings shall be prepared at least (2) days prior to the meeting and the discussion at the meeting shall be confined to the items on the agenda. In the event that a nil agenda is circulated, the meeting shall not take place.

3. The primary purpose of these meetings shall be to promote a mutual understanding and discussion of contract-related concerns of a general nature, including those which may potentially lead to grievances, provide a forum for discussion of matters dealing with educational programs and the provision of educational services, as well as to discuss administrative decisions regarding provision of educational programs, staff and facilities.

4. A Board and an Association representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

5. The discussions at these meetings shall not assume jurisdiction over salary and benefits, or any other matters of collective bargaining, including administration of this collective agreement.

6. The discussions as provided for in this Article shall not supersede the activities of any committee of the Association or the Board and do not have the power to bind either the Association or its members or the Board to any decisions on conclusions reached in its discussions. Recommendations may be made to the Association and to the Board with respect to the discussions and conclusions of the Association and Board representatives as provided for in this Article.

ARTICLE A.29 LITIGATION ASSISTANCE

1. Upon request of the teacher, the Board may, at its sole discretion, grant assistance to, or reimburse the teacher for legal and other related costs, which arise from litigation against the teacher while discharging their duties on behalf of the Board.

ARTICLE A.30 EDUCATIONAL ASSISTANTS

1. Educational Assistants employed to assist teachers in carrying out their responsibilities and duties shall be under the instructional supervision of teachers. Teachers shall not assume employment supervision responsibilities for Educational Assistants.

2. Educational Assistants shall not assume any instructional responsibility for providing educational programs to students or groups of students that are not planned, organized and supervised by a teacher, or by a teacher-teaching-on-call where a teacher is absent pursuant to Articles A.21 (Scope of the Agreement), A.8.1 (Leave for Provincial Contract Negotiations) and Article G.2 (Compassionate Care Leave) to Article G.31 (Long-Term Leaves of Absence).

3. It is recognized that it is valuable for teachers and Educational Assistants whom they supervise to meet and conference regularly. The Board shall, upon the request of a teacher (in cases involving special needs students the request shall be made through the school-based team), make provision for the teacher to meet and conference with the Educational Assistant whom they supervise, on the following conditions:

    a. The Director of Student Services must approve any arrangements based on special educational needs;

    b. such time may be provided for either within the instructional day or immediately preceding or following the instructional day;

    c. such time shall not exceed one hour per week unless approved in writing by the Superintendent or designate.

4. Educational Assistants shall not be used to replace bargaining unit members.

5. When a Teacher is absent, it is expected that plans provided to the TTOC will include direction for the deployment of any educational assistant assigned to their classes.

ARTICLE A.31 PARTICIPATION ON COMMITTEES

Where teacher participation on committees is provided for in Board Policy or Regulation, the Association shall be asked to appoint the representative(s) to such committees.

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
0	$ 47,836	$ 51,308	$ 55,095	$ 56,425
1	$ 50,406	$ 54,572	$ 58,575	$ 59,981
2	$ 52,978	$ 57,835	$ 62,054	$ 63,536
3	$ 55,549	$ 61,098	$ 65,532	$ 67,091
4	$ 58,121	$ 64,361	$ 69,011	$ 70,645
5	$ 60,692	$ 67,624	$ 72,490	$ 74,200
6	$ 63,263	$ 70,888	$ 75,970	$ 77,756
7	$ 65,835	$ 74,151	$ 79,449	$ 81,310
8	$ 68,405	$ 77,414	$ 82,927	$ 84,864
9	$ 73,107	$ 83,097	$ 88,998	$ 91,073

Effective July 1, 2020 – June 30, 2021 (2% increase)

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$ 48,793	$ 52,334	$ 56,197	$ 57,554
1	$ 51,414	$ 55,663	$ 59,746	$ 61,181
2	$ 54,037	$ 58,992	$ 63,295	$ 64,807
3	$ 56,660	$ 62,320	$ 66,843	$ 68,432
4	$ 59,283	$ 65,648	$ 70,391	$ 72,058
5	$ 61,906	$ 68,976	$ 73,940	$ 75,684
6	$ 64,529	$ 72,306	$ 77,489	$ 79,311
7	$ 67,152	$ 75,634	$ 81,038	$ 82,937
8	$ 69,773	$ 78,962	$ 84,586	$ 86,561
9	$ 75,301	$ 85,590	$ 91,668	$ 93,805

Effective July 1, 2021 – June 30, 2022 (2% increase)

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$ 49,769	$ 53,381	$ 57,321	$ 58,705
1	$ 52,443	$ 56,777	$ 60,941	$ 62,404
2	$ 55,118	$ 60,172	$ 64,561	$ 66,103
3	$ 57,793	$ 63,566	$ 68,179	$ 69,801
4	$ 60,469	$ 66,961	$ 71,799	$ 73,499
5	$ 63,144	$ 70,356	$ 75,419	$ 77,198
6	$ 65,819	$ 73,752	$ 79,039	$ 80,897
7	$ 68,495	$ 77,147	$ 82,659	$ 84,595
8	$ 71,169	$ 80,541	$ 86,277	$ 88,293
9	$ 76,807	$ 87,302	$ 93,501	$ 95,681

7. Associated Professionals:

a. Associated Professionals shall be covered by all provisions of this Agreement, except:

Article A.30 (Educational Assistants)
Article C.22 (Part-Time Teachers' Employment Rights)
Article C.23 (Temporary Teachers)
Article C.24 (Teachers Teaching on Call)
Article C.25 (Appointments)
Article C.27 (Modern Languages)
Article D.4 (Preparation Time)
Article E.21 (Teacher Transfers)
Article E.22 (Positions and Assignments)

b. An employee holding a teaching certificate who is assigned to the duties of an Associated Professional shall be paid as a teacher.

c. The Superintendent and the President of the Association shall agree on the placement on the salary schedule of Associated Professionals not holding teaching certificates, in accordance with the following criteria:

i. at the category which is most nearly equivalent to the category of a teacher based on years of university level training. Placement at a 6/PA level requires the possession of a Masters degree from a recognized university.

ii. at the experience level as determined in Article B.1.10.a.

8. Increments

a. Increments shall be awarded annually as of September 1st in each year, but shall be awarded as of February 1st when the teacher has become eligible for an increment between September 1st and January 31st.

9. Determination of Salary

a. Qualifications

i. A teacher's category for salary purposes shall be the category justified by that teacher's professional preparation for teaching as determined by the Teacher Qualification Service.

ii. A person authorized to teach by Letter of Permission shall be paid not less than ninety-one (91) percent of the 4/PC minimum, unless they have four acceptable years of professional preparation in which event they shall be paid on the 4/PC scale.

iii. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, and in accordance with years of experience as determined by Article B.1.9.b, Article B.1.9.c, and Article B.1.9.d.

iv. At the time of the initial appointment, the Board shall advise the teacher, in writing, of documentation required to establish initial scale placement and the requirement of the teacher to advise the Board if there will be any difficulties in meeting scale placement deadlines.

v. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within thirty (30) days of commencement of employment or change in category or certification.

vi. The teacher shall advise the Board, in writing, of any delays in obtaining the necessary documentation and request an extension of the limit. A request of this nature shall not be unreasonably denied.

vii. The Board shall notify the teacher of any incomplete documentation and shall pursue the matter with the teacher.

b. Experience

A teacher's number of years of experience for salary purposes effective September 1st in any year for the school year then following shall be that teacher's number of years of teaching or equivalent experience determined in accordance with Article B.1.9.c.

c. General

i. Teachers and Associated Professionals must prove their experience by production of acceptable documentary evidence.

ii. For teachers and Associated Professionals employed in B.C. public schools, eight (8) months of full-time employment during one (1) school year or its equivalent, as defined by B.1.9.c.iv constitute a year's experience for increment purposes.

iii. Where a teacher or Associated Professional has completed in British Columbia public schools two periods of full-time employment each of less than the above minimum eight (8) months but each five (5) months or more, the two such periods may be combined to constitute a year's service. It shall be the responsibility of the teacher or Associated Professional to submit a certified statement for this type of service.

iv. Periods of teaching service of less than five (5) months during a school year may not be combined to carry credit. Employment as a teacher-teaching-on-call does not carry experience credit.

v. Teaching service, as specified above, in Provincial Government schools, Ministries, or similar Provincial institutions carries credit where the service is deemed equivalent to that of employment as a teacher or Associated Professional in the public school system. Similarly, teaching service or appropriate educational administrative service as a member of the staff of the Provincial Ministry of Education carries credit. Service as a full-time member of a faculty of education recognized by the Ministry of Education shall carry full experience credit.

vi. Teachers or Associated Professionals appointed for the full school year (or eight (8) months thereof) in British Columbia public schools qualify for experience credit proportionate to the percentage of time they are employed, with the requirement that for a year's credit the cumulative percentage time over a number of years must equate to at least eight (8) months' full-time employment (e.g. person who teaches for two (2) full-time school years on forty (40) percent time would qualify for a year's experience). These periods of part-time employment may be added together.

It shall be the responsibility of the teacher or Associated Professional to submit a certified statement for this type of service expressed as a decimal or percentage of the school year.

vii. Periods of experience arising from written appointments to the teaching staff of the Board and not recognized by any of the foregoing may be combined on a full-time equivalent basis. A minimum of 80% shall be recognized as one year.

viii. Full recognition shall be granted to experience in the public educational systems of the Commonwealth, where prior to gaining the experience the teacher obtained qualifications which are recognized by the Ministry of Education and/or the Teacher Qualification Services as being equivalent to comparable B.C. qualifications.

ix. Half recognition, subject to a maximum of half recognition of ten (10) years' experience shall be granted to teaching experience in government approved and/or supported private educational systems in the Commonwealth and in public educational systems elsewhere, where prior to gaining the experience the teacher obtained qualifications which are recognized by the Ministry of Education and/or the Teacher Qualification Services as being equivalent to comparable B.C. qualifications.

x. Service under Article B.1.9.c.v and Article B.1.9.c.iv are to be assessed under the same regulations and principles as Article B.1.9.c.i to Article B.1.9.c.iv.

d. Additional Recognition of Experience

If a teacher has four (4) acceptable years of preparation or training, then further business technical or trade experience in excess of three (3) years shall be recognized for teachers of:

Industrial Education, Commerce, Computer Science, Music, Commercial Art, Drama, Library, Journalism, Home Economics, or Vocational Industrial Specifics, and other relevant disciplines.

i. One year of teaching experience may be allowed depending on the circumstances for each year of business, technical, or trade experience (including apprenticeship) providing such experience is closely related to the majority of the subjects taught by the teacher concerned.

ii. A year of business, technical, or trade experience shall be defined as any ten (10) consecutive months of full-time employment in any twelve (12) month period.

10. a. Establishment of Salary Status

i. The category and number of years of experience established for a teacher pursuant to Article B.1.9 of this Agreement shall be known as that teacher's "salary status."

ii. It shall be the responsibility of the individual teacher to establish salary status with the Board.

iii. Salary adjustment in respect of improved salary status claimed in writing before November 1st and proved before the succeeding January 1st shall take effect from the preceding September 1st.

iv. Salary adjustments in respect of improved salary status claimed in writing before March 1st and proved before the succeeding May 1st shall take effect from the preceding January 1st.

v. In the event that an employee covered by this Agreement wishes to appeal their placement on the salary grid for category and/or experience credit, the teacher must apply in writing to the Superintendent for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure as outlined in Article A.6 (Grievance Procedure) shall apply.

11. a. Investment

At the request of a teacher, payroll deductions from salary shall be implemented for transfer to a specified account at one branch of any chartered bank or credit union in Campbell River. The Association shall notify the Board by September 15th of each year as to its choice of institution.

12. a. Method of Payment

i. Employees in the bargaining unit shall be paid in ten monthly instalments, commencing in September, with a mid-month advance of 40% of their estimated monthly net salary. The advance shall be paid on the 15th of the month or on the Friday preceding the 15th should the 15th fall on a Saturday or Sunday. The month-end payment shall be made on the last teaching day of the month. The mid-month advance payment shall be subject to any change in the Ministry of Education's grant payment schedule.

ii. Whenever salary is calculated or adjusted on a daily basis, it shall be at the rate of 1/195th of the teacher's existing annual salary according to experience and qualifications.

iii. A teacher shall be paid one-tenth (1/10) of current annual salary in respect of each month (September to June) in which the teacher works all prescribed school days that month.

iv. In the event that a teacher commences work on a day other than the first prescribed school day in that month or terminates on a day other than the last prescribed school day of that month, the teacher's pay for that month shall be determined as follows:

$$\frac{\text{School days worked in that month}}{\text{Prescribed school days in that month}} \times \text{one-tenth (1/10) of annual salary in effect in that month}$$

13. a. Head Teachers and Department Head Allowances

Head Teachers and Department Heads shall receive an annual allowance as follows:

Effective July 1, 2019 $2,650.96
Effective July 1, 2020 $2,703.98
Effective July 1, 2021 $2,758.06

14. a. Additional Allowances

An annual allowance shall be paid to those teachers assigned to the following schools, in accordance with the schedule below:

i. Isolation Allowance

Effective Date	Surge Narrows Elementary School	Cortes Island Elementary Junior Secondary School
July 1, 2019	$ 1,532.23	$ 382.22
Effective July 1, 2020	$ 1,562.88	$ 389.87
Effective July 1, 2021	$ 1,594.14	$ 397.67

ii. Residence Allowance

(1) First year of residence in the Sayward Valley community:

Effective July 1, 2019 $766.67
Effective July 1, 2020 $782.01
Effective July 1, 2021 $797.65

(2) Secondary and subsequent years of residence in the Sayward Valley community:

Effective July 1, 2019	$1,532.23
Effective July 1, 2020	$1,562.88
Effective July 1, 2021	$1,594.14

The allowances referred to in Article B.1.13 and Article B.1.14 shall be payable in equal installments, in accordance with established pay procedures.

15. Moving/Relocation Allowance

When a teacher is transferred, in accordance with Article E.20 of this Agreement, to or from Cortes Island Elementary Junior Secondary School, Sayward Elementary Junior Secondary School or Surge Narrows Elementary School, the following shall apply:

a. the teacher shall be eligible for reasonable moving expenses incurred as a result of the transfer, to a maximum of:

Effective July 1, 2019	$1,258.43
Effective July 1, 2020	$1,283.59
Effective July 1, 2021	$1,309.27

b. expenses shall include moving personal and household effects and travel related to the move, for the employee and their immediate family. Travel costs include mileage, ferry costs, air travel costs, food and lodging;

c. costs shall be reimbursed upon presentation of proof of payment to the Board.

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. A teacher-teaching-on-call reporting to work when called shall receive a minimum one-half (1/2) day's pay. Such a teacher shall provide one-half (1/2) day's service. Notwithstanding the foregoing, a teacher-teaching-on-call may contract to work for a specific period of less than one-half (1/2) day.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B.3 does not apply in School District No. 72 (Campbell River).

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.

   [Note: Not applicable in School District No. 72 (Campbell River)].

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

   [Note: Article B.5.3 applies in School District No. 72 (Campbell River)].

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

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

6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.

7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:

   a. between September 1 and September 30 or December 15 and January 15 in any school year;

   b. no later than sixty (60) days following the commencement of employment.

8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.

9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.

10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.

11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

1. The employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.

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

3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

   b. The claim for loss or damage exceeds ten (10) dollars;

c. If applicable, a copy of the claim approval from their insurance carrier shall be provided to the employer;

d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

PCA Article B.8.1 through B.8.10 is not applicable in SD. No. 72 (Campbell River). See Local LOU 1.

ARTICLE B.9 PAY PERIODS

PCA Article B.9.1 through B.9.3 is not applicable in SD. No. 72 (Campbell River).

[See Article B.1 (Salary)].

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

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

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.

3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

4. PCA Article B.10.4.a through B.10.4.f is not applicable in School District No. 72 (Campbell River).

g. School Districts No. 50, 72 and 85

The Board agrees to reimburse non-resident employees working in a community to which they are involuntarily transferred, or assigned as a result of the layoff/recall process. Reimbursement will be for the standard fares associated with ferry travel required due to such an involuntary transfer or assignment as described above. Reimbursement will be based upon production of receipts. Employees who worked in a community other than the one in which they resided prior to such assignment and/or transfer are not eligible for reimbursements.

h. School District No. 79

The Board agrees to reimburse non-resident employees working on Thetis Island for standard fares associated with ferry travel required by the Board. Reimbursement will be based upon production of receipts.

i. School Districts 70 and 84

During the term of the collective agreement, should the Board in School District No. 84 and/or School District No. 70 change their policies and/or practices with respect to ferry/water taxi travel such that additional costs would be borne by employees, the BCTF may refer the issue to Judi Korbin for consideration within the context of Article B.10.5.

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

ARTICLE B.11 BENEFITS

1. The employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No. 9.

2. The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.

3. Teachers Teaching on Call (TTOCs) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 per cent (100%) of the premium costs.

4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

Note: this language applies only where the local union has voted to adopt the Provincial Extended Health Benefit Plan.

Local Provisions

5. General Application

a. The Board shall provide each teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, it must be so noted by the teacher and kept on file by the Board.

b. The Board shall provide each teacher with a description of those benefit plans in which the teacher is enrolled.

c. The Board shall advise all teachers, including certificated teachers-teaching-on-call and teachers who are engaged in less than half-time capacity, that they may elect to contribute to the Teachers' Pension Plan through submission of a request to the Board, with a copy to the Commissioner of Teachers' Pensions, that pension contributions be deducted.

d. Where a teacher is on leave of absence for health-related reasons, without either salary or benefits under the long-term salary continuance plan, and on behalf of that teacher the Association pays that teacher's share of the cost of any or all benefits detailed in Article B.11, the Board shall pay its share of the cost of the benefits.

e. The Board shall continue to provide the medical, extended health and dental benefits to the dependent(s) of a deceased teacher for a period of six (6) months after the death of the teacher. The dependent(s) shall be notified in writing of this provision.

6. Medical Services Plan

The Board shall pay 50% of the premium cost of the B.C. Medical Services Plan premiums.

7. Extended Health Benefits

The Board shall pay 50% of the premium cost of the Provincial Extended Health Benefit Plan for each full and part-time teacher employed by the Board.

8. Group Life Insurance

a. The Board shall pay 50% of the premium cost of the BCSTA/BCTF Group Life Insurance Plan B.

b. The premium contributed by a teacher toward the total premium payable under the policy for insurance on the life of such teacher shall be deemed by the Board to be applied first to the premium for the amount of the teacher's insurance (if any) in excess of $25,000, and the balance (if any) of the teacher's premium shall be deemed by the Board to be applied to the first $25,000 of the teacher's insurance.

9. **Salary Continuance**

Teachers shall pay 100% of the premium cost of the BCTF Salary Indemnity Plan.

10. **Dental Plan**

The Board shall pay 100% of the cost of a dental plan for each teacher employed by the Board. The dental plan shall provide the following coverage:

a. 100% of Plan A services and 75% of Plan B services with a combined annual limit of $1,000 per family member per year; and

b. 75% of Plan C, Orthodontics, to a $5,000 lifetime maximum per family member per year.

11. **Optional Term Life Insurance**

The Board shall administer the BCTF Optional Term Life Insurance Plan, deducting 100% of the premium from the salary of any teacher who chooses to participate.

12. **Unemployment Insurance Rebates**

The Board shall remit semi-annually, to the B.C. Teachers' Federation Salary Indemnity Fund, the share of the savings resulting from reduced Unemployment Insurance Premiums of employees covered by this Agreement.

13. **Group RRSP Deductions**

When a group RRSP plan is developed and sanctioned by the Association, the Board shall deduct individual teacher contributions and remit them to the appropriate plan.

14. **Benefits While on Unpaid Leave**

A teacher on any unpaid leave of absence shall have the option of continuing their employee benefits provided that the teacher pays the full cost of the benefits.

15. **Strike or Lockout**

In the event of a strike or lockout, the following employee benefits shall remain in effect:

a. Medical Services Plan

b. Extended Health Benefits

c. Compulsory Life Insurance

d. Dental Plan

In the event of a strike, the total premium shall be borne by the teacher(s).
In the event of a lockout, the Board and the teacher(s) shall continue to pay their respective portions of the above premiums.

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 POSITIONS OF SPECIAL RESPONSIBILITY

1. The Board, in consultation with the Association, shall prepare a description of duties for all positions of special responsibility. Positions of special responsibility shall include those positions within the bargaining unit which involve working with teachers in a consultative and/or supervisory capacity in relation to more than one school.

2. Whenever a new position of special responsibility is contemplated or an existing position is changed or eliminated, the Board shall discuss the matter with the Association prior to implementation.

3. When a new position of special responsibility is created or a position of special responsibility is changed, an allowance and/or release time shall be subject to negotiation between the Board and the Association.

4. Acceptance of all positions of special responsibility shall be voluntary.

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. Principle of Seniority

The Board and the Association agree that increased length of service in the employment of the Board entitles employees on continuing appointments, who have the necessary qualifications as defined in Article E.20.3 (Job Postings), to commensurate increase in security of teaching employment

8. Definition of Seniority

a. In this Agreement, "seniority" means a continuing appointment employee's aggregate length of service in the employment of the Board, inclusive of:

i. service on temporary appointment with the Board.

ii. part-time teaching. For the purposes of calculating length of service, part-time teaching, if on a continuing appointment or temporary appointment, shall be credited on a pro rated basis.

iii. maternity/pregnancy leave and parental leave pursuant to Part 6 of the *Employment Standards Act*.

iv. educational leave, with credit documentation.

v. leave for duties with the Association and the British Columbia Teachers' Federation.

vi. secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program.

vii. long-term sick leave.

viii. leave for teaching with the Department of National Defense or Canadian Universities Service Overseas.

ix. leave for elected office at the provincial, federal, or municipal level.

x. Compassionate care leave pursuant to Article G.2 (Compassionate Care Leave).

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

i. Teacher teaching on call seniority accumulated pursuant to PCA 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. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.a. and Article C.2.8.b, the employee with the longest period of continuous teaching time with the Board shall be deemed to have the greatest seniority.

d. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.c, the employee with the greatest aggregate length of service as a continuing appointment employee with a British Columbia school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.

e. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.d, the employee with the greatest aggregate length of service as a continuing appointment employee with any other Canadian school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority, and finally, any other school authority should be considered pursuant to Article C.2.8.d of this Agreement.

f. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.e, the employee with the earliest continuing appointment date to School District No. 72 shall be deemed to have the greatest seniority.

g. For the purposes of this Agreement a continuity of service shall be deemed not to have been broken by an approved leave of absence.

h. An employee whose job is terminated pursuant to this Agreement then subsequently re-engaged pursuant to Article C.28.3 (Staff Reductions, Recall and Severance) of this Agreement shall retain previously accumulated seniority unless severance pay is accepted.

i. Where either a part-time continuing employee or a continuing employee re-engaged pursuant to Article C.28.3 (Staff Reductions, Recall and Severance) of this Agreement accepts a temporary assignment, the temporary service shall count towards seniority pursuant to this Article.

9. Seniority List

The Board shall maintain an active up-to-date seniority list of all employees on a continuing appointment employed by the Board in order of seniority calculated according to Article C.2.8 of this Agreement, setting out the length of seniority as of September 1st of that year. This list shall be forwarded to the Association as soon as possible and at least one (1) week prior to any proposed notification of termination under this Agreement.

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 DISMISSAL AND DISCIPLINE FOR MISCONDUCT

1. Discipline and Dismissal

a. The Board may dismiss or discipline any employee bound by this Agreement for just and reasonable cause.

b. Personnel practices shall be consistent with the following practices:

i. the teacher and the Association shall be informed promptly, in writing, of any allegation(s) against the teacher which results in a formal investigation by the Board, including the basis for the allegation(s) and the name(s) of the person(s) making them, subject to any exceptions established in law and at such time so as to not prejudice a criminal investigation;

ii. the right to promptly receive any information related to the allegation(s) referred to in Article C.20.1.b.i;

iii. the right to be accompanied by a personal representative and a representative of the Association at any meeting involving the teacher in connection with any investigation by the Board;

iv. when a teacher is suspended or dismissed, the President of the Association shall be informed promptly, in writing;

v. the right to be free from any punitive action or discrimination for having pursued rights under this Agreement.

c. Any dispute arising out of the dismissal or disciplinary action taken by the Board shall be subject to Article A.6 (Grievance Procedure) and Article E.25 (No Discrimination).

d. Unless the teacher and the Association waive the right to such a meeting, the Board shall not suspend or dismiss, except suspensions pursuant to Section 15(5) of the *School Act* or temporary suspensions with pay, any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board.

e. At least seventy-two (72) hours prior to the meeting referred to in Article C.20.1.d, the teacher and the Association shall be provided with a copy of any documentation, then available, which may be referred to in that meeting. Copies of any documentation which become available within the seventy-two (72) hour period shall be forwarded to the teacher as soon as practicable prior to the meeting.

f. The teacher shall have the right to be accompanied by a personal representative and a representative(s) of the Association at a meeting referred to in Article C.20.1.d, and both the teacher and the representative(s) shall have an opportunity to hear all submissions and make representations to the Board and to ask questions. Any written documents prepared by either party to be considered at the meeting shall be tabled at the meeting.

g. A decision of the Board, following the meeting referred to in Article C.20.1.d, shall be communicated promptly to the teacher and the Association in writing and shall set out the reason(s) for the decision.

h. Where a teacher 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 a meeting is waived by the Association.

i. The Association may refer a grievance regarding the dismissal of a teacher directly to Step 2 of Article A.6 (Grievance Procedure). If the matter is not resolved at Step 2, the grievance may be referred directly to arbitration.

j. The Board and the Association recognize that disciplinary and dismissal matters are to be treated confidentially. If a press release is necessary, the Board and the Association shall first attempt to issue a joint press release and failing this, either party shall notify the other of the general content of the release.

k. At an arbitration in respect of the discipline or dismissal of a teacher, no material from the teacher's file may be presented unless the material was brought to the teacher's attention, and no material which has been removed from the file pursuant to Article E.24 (Personnel Files) may be presented.

l. Where a teacher has been suspended on grounds set out in Section 15(4) of the *School Act* the teacher shall be reinstated with full pay for the period of such suspension, if on the final disposition of the matter, the teacher is acquitted on the merits unless just and reasonable cause exists for the taking of disciplinary action arising from the events that gave rise to the criminal charge(s).

m. The Association shall receive copies of letters of reprimand, suspension or dismissal.

n. A teacher may request the presence of a staff representative at any meeting which involves a disciplinary/grievance matter. If such a request is made, it is recognized that such meetings shall, whenever possible, be held outside normal instructional time. If it is not possible, the staff representative shall be released without loss of salary.

ARTICLE C.21 DISMISSAL FOR UNSATISFACTORY PERFORMANCE

1. The Board shall not dismiss a teacher for less than satisfactory performance reasons unless the Board has received three (3) consecutive reports indicating a less than satisfactory level of performance prepared in accordance with Article E.23 (Evaluation) of this Agreement.

2. The first and second reports referred to in Article C.21.1 shall be prepared by different evaluators, one of whom shall be the Superintendent or designate.

3. Reports referred to in Article C.21.1 shall cover a period of time not less than twelve (12) calendar months nor more than twenty-four (24) calendar months from the date of the first classroom observation leading to the first report referred to in Article E.23 (Evaluation), to the issuance of the third report referred to in Article E.23 (Evaluation), subject to the following:

   a. Absence on sick leave or other leave of absence shall not be included in the calculation of the period of time referred to in Article C.21.3; and

   b. In the event of the absence of an employee on sick leave, the twenty-four (24) month period may be extended by mutual agreement between the Board and the Association. Such agreement shall not be unreasonably refused; and

   c. Absence on sick leave shall not constitute part of the time frame restriction for the completion of reports specified in Article E.23 (Evaluation).

4. Where the Board intends to dismiss a teacher on the grounds of unsatisfactory performance, it shall, within fourteen (14) days, notify the teacher and the Association of such intention and provide an opportunity to meet with the Superintendent and the Board.

5. Where the Board dismisses a teacher for unsatisfactory performance reasons in accordance with Article C.21 of this Agreement, the teacher shall be advised in writing and shall be entitled to an amount equal to thirty (30) days salary upon dismissal.

ARTICLE C.22 PART-TIME TEACHERS' EMPLOYMENT RIGHTS

1. A teacher with a full-time appointment to the teaching staff of the district may, without prejudice to that appointment, request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested.

2. When a request is granted pursuant to Article C.22.1, the teacher shall, at the end of such assignment, return to a full-time comparable assignment or request another full-time assignment or an increased assignment. Such requests shall be granted if:

    a. a full-time or increased time assignment is available for which the teacher is qualified; and

    b. the request for the full-time or increased time assignment commences at the beginning of a school year or when mutually agreed.

3. A teacher with a part-time assignment may, without prejudice to that assignment, request an additional specified part-time appointment pursuant to Article C.22.1 and Article C.22.2 of this Agreement.

4. Two teachers employed by the Board may jointly request a specified job-sharing assignment in respect of a single full-time position. Such a request shall be processed pursuant to Article C.22.1, Article C.22.2 and Article C.22.3. Where the request is granted, salary shall be prorated according to the percentage of time worked by each teacher.

5. Prior to offering a teacher a part-time assignment, the Principal/Vice-Principal responsible shall discuss with the teacher the teacher's professional responsibilities and terms of employment pursuant to the conditions of this Agreement in connection with the assignment. This discussion shall include specific details of teacher preparation time arrangements, pursuant to Article D.4 (Preparation Time). If any teacher requesting such an assignment or assigned to such a position has any concerns about the extent of their assigned professional responsibilities, the teacher may request a meeting with the Superintendent, which shall not be unreasonably denied. The teacher shall have the right to be accompanied by a representative of the Association.

ARTICLE C.23 TEMPORARY TEACHERS

1. The Board may appoint a teacher to a temporary appointment specifying the period of its duration. At the time of the offer, the teacher shall be informed that the appointment is temporary and of the duration of the appointment.

2. Temporary appointments shall be made in accordance with the following:

    a. for a period not exceeding ten (10) consecutive months to any position temporarily existing or temporarily vacant, or

b. for a period not exceeding the remainder of the existing school year, to any position which has become vacant during a school year.

3. At the expiration of the period specified in the temporary appointment, the temporary appointment shall be deemed to be terminated.

4. a. The number of FTE teachers on temporary appointment as at November 30th and May 15th of each school year shall not exceed the number of FTE vacancies pursuant to Article C.23.1 and Article C.23.2 by more than ten (10%) percent.

   b. The May 15th date in Article C.23.4 may be waived or modified by mutual agreement of the Board and the Association in the following circumstances:

      i. if district enrolment projections prepared by the Ministry of Education for the following September are less than actual enrolment as at April 30th;

      ii. where external financial constraints are imposed upon the Board.

5. A position which is temporarily created for a specific educational purpose and has existed for two (2) consecutive years shall be reviewed by the Board and shall be made permanent or discontinued.

6. The Board agrees to provide the Association with the following:

   a. A list of all temporary teachers;

   b. A list of all positions defined in Article C.23.5;

   c. A list of all employees in the bargaining unit on leave of absence.

   This list shall be forwarded to the Association by October 15th and May 1st of each year, and thereafter copies of temporary appointments as they occur.

7. A teacher who has been employed by the Board on a temporary appointment for at least four (4) full-time equivalent continuous teaching months and an aggregate of thirteen (13) full-time equivalent teaching months and who is re-appointed to a position in the district, shall be granted a continuing appointment.

8. Evaluation of Temporary Teachers

   a. The Board recognizes the value of evaluating teachers on temporary appointments.

   b. A temporary teacher may be evaluated at any time but, in any event, an evaluation shall be completed before the conclusion of the temporary teacher's thirteenth (13th) month of service.

c. At any time after an evaluation referred to in this Article is completed, a temporary teacher may request a meeting with the Superintendent to discuss the prospects of being considered for any vacancies for continuing appointments.

ARTICLE C.24 TEACHERS TEACHING ON CALL

1. Teachers-teaching-on-call shall not be subject to any of the provisions of this Agreement other than the definition of terms in the preamble and *A.1, A.2, A.3, A.4, A.6, A.20, A.21, A.22, A.23, A.24, A.25, A.26, A.27, A.28, A.29, A.30, A.31, B.2.7, B.2.8, B.7, B.20, C.1, C.24, D.26, E.1, E.2, E.24, E.25, E.26* and any other Article where so specifically stated.

2. The Board shall maintain a list of persons who are qualified. The Board shall forward a copy of such list to the Association in the month of September, and in the month of January in each school year.

3. To qualify to be listed as a teacher-teaching-on-call, a person must:

   a. possess a valid B.C. teaching certificate;

   b. be available as reasonably required throughout the district.

4. The placement of a person's name onto the teacher-teaching-on-call list shall be approved annually by the Superintendent.

5. Removal of Name from Teacher-Teaching-on-Call List

   a. The Board shall not remove the name of a person from the teacher-teaching-on-call list for arbitrary or discriminatory reasons.

   b. Before a person's name is removed from the teacher-teaching-on-call list, once established in accordance with Articles C.24.2 and C.24.3 of this Agreement, the person shall be advised of the removal and the reasons for the removal.

6. Whenever practicable, the Board shall provide a teacher-teaching-on-call for every teacher absent from instructional responsibility due to illness or other approved leave.

7. A teacher may, for educational reasons, request a specific person on the list to act as a teacher-teaching-on-call.

8. The Board may appoint a person not on the list to a teacher-teaching-on-call assignment in the event that no available person on the list possesses the necessary qualifications for the assignment.

9. A teacher-teaching-on-call is only responsible for the same duties as the teacher they are replacing, except where reassigned by the Principal/Vice-Principal after consultation with the teacher-teaching-on-call, to perform duties normally performed by a teacher.

10. Where the Board expects a teacher to be absent for more then twenty (20) consecutive teaching days, the vacancy shall be posted in accordance with Article E.20 of this agreement.

11. Where a teacher-teaching-on-call is initially assigned to a class where the teacher is absent for twenty (20) days or less, the teacher-teaching-on-call shall be permitted to continue in the assignment unless specialist skills are necessary due to the nature of the assignment and provided that the teacher-teaching-on-call is able to provide satisfactory service in the assignment.

ARTICLE C.25 APPOINTMENTS

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 appointments made in accordance with Article C.23 of this Agreement and subject to the provisions of this Agreement;

    b. Probationary appointments made in accordance with Article C.25.2 of this Agreement and subject to the provisions of this Agreement; and

    c. Teachers-teaching-on-call, subject to the provisions of this Agreement.

2. Probationary Appointments

a. The Board may, during the first nine (9) months of an employee's continuing appointment with the Board, exclusive of:

    i. any leave of absence during or extending beyond those months;

    ii. the months of July and August; terminate the employee's continuing appointment and place the employee on a probationary appointment.

b. Unless an employee on a probationary appointment is terminated in accordance with this Article, the probationary appointment made pursuant to this Article shall be effective until:

    i. The Board, not less than six (6) calendar months following the placement of the employee on a probationary appointment, rescinds the probationary appointment; or

    ii. June 30th in the year immediately following the school year in which the probationary appointment is made;

    whichever occurs earlier, and thereafter shall become a continuing appointment.

c. This Article C.25.2 shall not apply to teachers who receive continuing appointments in accordance with Article C.23 of this Agreement.

d. A teacher shall not be placed on a probationary appointment unless the Board is in receipt of a less than satisfactory report prepared in accordance with the provisions in Articles E.23.1.l.iii to E.23.1.l.xi of this Agreement which shall include a plan of remediation as contemplated in Article E.23.1.l.xi of this Agreement.

e. In the event that the Board places a teacher on a probationary appointment, the teacher shall be given an opportunity to meet with the Superintendent to discuss the matter. The teacher shall have the right to representation at this meeting.

f. A teacher on a probationary appointment shall not be dismissed prior to the preparation of a less than satisfactory evaluation report prepared in accordance with the provisions of Articles E.23.1.l.iv., v.(a),(b),(c), vii., ix., and x. of this Agreement.

g. The standard for dismissal of a teacher on a probationary appointment shall be the lack of suitability based on teacher performance consistent with the evaluation criteria under Article E.23.2 of this Agreement.

h. The Board may terminate an employee on a probationary appointment subject to Articles C.25.2.d and C.25.2.f of this Agreement by giving thirty (30) days' notice in writing of the termination provided that the notice shall not be given during the first thirty (30) days of the probationary appointment and that there shall be at least twenty (20) teaching days included in the notice period.

ARTICLE C.26 TECHNOLOGICAL CHANGE

1. Definition

Technological change shall be defined as a change in the manner, method or procedure in which the employer carries on their work, undertaking or business that is related to the introduction of that equipment or material, but "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

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 a 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.

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

4. Negotiation

a. Once notice of a technological change has been given pursuant to Article C.26 of this Agreement, the Board shall negotiate with the Association ways in which employees in the bargaining unit who may be affected can adjust to the effects of the technological change.

b. The Board and the Association agree that this Article C.26 represents the agreement between the Board and the Association on technological change, as contemplated by the *Labour Relations Code and Regulations*.

ARTICLE C.27 MODERN LANGUAGES

1. Definition

For the purposes of this Agreement, the term "Modern Languages" shall be understood to mean those languages other than English which may be required to be taught by the Ministry or Board as part of the curriculum for students in the English program.

2. Notice and Consultation

When the Board determines that a Modern Language is to become part of the curriculum, the Board shall notify the Association, in writing, at least ninety (90) days before such change is introduced. Once such notice is given, the Board agrees to discuss the matter with the Association.

3. Negotiations

Once notice of Modern Language changes is given, the Board shall negotiate with the Association ways in which employees in the bargaining unit who may be affected can adjust to the effects of such change.

4. Retraining

The Board agrees, whenever practicable, to offer retraining to the teachers affected by such Modern Language changes, bearing the cost of such retraining.

5. General

There shall be no adverse effect on a teacher who is unable to teach a Modern Language.

ARTICLE C.28 STAFF REDUCTIONS, RECALL AND SEVERANCE

1. Definition of Qualifications

Qualifications for the purposes of this Article shall mean "Qualifications and Suitability" as defined in Article E.20.3 of this Agreement.

2. Security of Employment Based on Seniority and Qualifications

a. When the Board, after consultation with the Association with regard to the reasons for the proposed reduction of the total number of teachers, finds it necessary to reduce the total number of teachers employed by the Board, the teachers to be retained shall be those who have the greatest seniority, provided they possess the necessary qualifications for the positions available as defined in Article E.20.3 of this Agreement.

b. The Board shall give each teacher it intends to terminate pursuant to this Agreement at least thirty (30) days notice in writing to be effective for a December 31st or a June 30th termination, and the notice shall contain the reason(s) for this termination. A list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority shall be forwarded to the Association.

c. Transfers necessitated by the application of Article C.28 of this Agreement shall not be subject to the provisions of Articles E.20 (Job Posting), Article E.21 (Teacher Transfers) or Article E.22 (Positions and Assignments).

3. Teachers Rights of Re-engagement

a. When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other Article of this Agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this Agreement, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining

teachers who have been terminated pursuant to this Agreement. Where a continuing teacher is re-engaged in a temporary appointment, the continuing teacher shall be returned to the recall list at the conclusion of the temporary appointment with full rights and seniority.

b. A teacher who is offered re-engagement pursuant to Article C.28.3.a of this Agreement shall inform the Board within twenty-four (24) hours, not including weekends, whether or not the offer is accepted.

c. The Board shall allow ten (10) days from an acceptance of an offer pursuant to Article C.28.3.b of this Agreement, for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such period shall be thirty (30) days or longer at the discretion of the Board.

d. A teacher's right to re-engagement under this Agreement is lost if:

i. the teacher elects to receive severance pay pursuant to Article C.28.7 of this Agreement;

ii. the teacher refuses to accept two (2) different positions of equal or greater percentage of time. A teacher while attending university on a full-time basis or unable to teach due to pregnancy, may reject, without prejudice, an employment offer if the commencement date is inappropriate.

e. Whenever practicable, upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the Board if they held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing contract pursuant to this Agreement. Acceptance of a temporary position with the Board does not affect a teacher's continuing appointment status.

4. Re-engagement List

a. The Board shall maintain a re-engagement list. Copies of that list shall be sent to the Association at least once during the fall and once during the spring term each year.

b. It shall be the responsibility of the teacher to notify the Board and the Association of any change of address.

5. Sick Leave

A teacher re-engaged pursuant to this Agreement shall be entitled to all sick leave credit accumulated at the date of termination unless severance pay is accepted pursuant to Article C.28.7 of this Agreement.

6. Benefits

The Board shall maintain coverage of all eligible benefits for teachers who retain rights of re-engagement pursuant to Article C.28.3 of this Agreement for a period of ninety (90) days after termination. These teachers shall be entitled, if otherwise eligible, to maintain participation in all eligible benefits provided in Article B.11 (Benefits) at their cost subject to the approval of the insurance carrier and provided that the teacher is not otherwise employed.

7. Severance Pay

a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed for proper cause in accordance with this Agreement or the *School Act and Regulations* may elect to receive severance pay by October 31st, following termination.

b. Severance pay shall be calculated at the rate of five (5) percent of one (1) year's salary for each year of service as defined in Article C.2.8.a and Article C.2.8.b (Seniority), to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.

c. A teacher who receives severance pay pursuant to this Agreement, and who notwithstanding Article C.2.9 (Seniority), is subsequently rehired by the Board, shall retain any payment made under the terms of this Article and in such case, for purposes of Article C.28.7.b, the calculation of years of service shall commence with the date of such re-hiring.

8. Associated Professionals

The above provisions shall apply, with any necessary modifications, to any employees covered by this Agreement who are not teachers as defined in the *School Act.*

SECTION D WORKING CONDITIONS

ARTICLE D.1 CLASS SIZE AND TEACHER WORKLOAD

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

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

Local language:

1. Class Size

Target and maximum class sizes shall be as follows:

	Target	Maximum
Special Education Classes	8	12
Any class enrolling Kindergarten	18	20*

* *Note: adjusted to meet LOU No. 12 Class Size Limits*
[*Note: Section 76.1 Class Size of the School Act as amended also applies that currently limits a combined 3/4 class to 24 students.*]

Intermediate (4-7), Upper Intermediate, Graduation, English, Social Studies, Science, Industrial Education and Home Economics Labs	24	28
Any other class	25	30

[*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).*]

Secondary teacher's student load per cycle (see also D.1.9.b.v and D.1.9.b.vi)	175	200

2. If the above class size maximums are exceeded, or in the case of classes with special needs students as defined in Article D.2.1 of this Agreement the class exceeds the targets, remedy must be provided in accordance with LOU No. 12.

3. Classes may exceed the maximums in band, choir, physical education, or other specialized classes where the teacher has so requested.

4. Whenever practicable, in recognition of the special requirements of certain subject areas, a teacher whose assignment is at least half in the subject areas of English, Industrial Education, Home Economics, Science, and/or Social Studies, shall have a maximum student load of one hundred seventy-five (175) students per cycle, in proportion to a full-time assignment.

5. A maximum of two (2) special needs students may be integrated into a single elementary school class.

6. The start-up organization of elementary classes in any school year which includes special needs students who are moderately mentally handicapped, severely and profoundly mentally handicapped, or autistic, shall not exceed class size targets. Such elementary classes shall not exceed class size targets by more than two students at any time in the school year.

7. In any event, elementary classes which include special needs students as defined in Article D.2.1 of this Agreement, shall be kept under the class size maximums.

8. The number of students in secondary school laboratories or shops when used for their intended purpose shall not exceed the number of students who can be accommodated safely.

Staff Allocation - Preamble

9. The Board and the Association recognize that the needs of students and curriculum requirements are of paramount importance in determining staff allocations.

a. Elementary Staff Allocation

i. Elementary Schools shall be staffed at a ratio of one full-time equivalent teacher for every twenty-six (26) full-time equivalent pupils.

ii. Designated elementary schools shall be staffed at a ratio of one full-time equivalent teacher for every twenty-two (22) full-time equivalent pupils.

iii. The Superintendent, at the direction of the Board and in consultation with the Staff Allocation Committee, shall designate schools for improved staffing ratios by March 31st of each preceding school year.

iv. If, in the staffing calculation of full-time equivalent pupils divided by twenty-six, or twenty-two in designated schools, the fraction exceeds 0.30, an additional full-time equivalent teacher shall be provided to that staff. For example, in a case where 400 pupils divided by 26 equals 15.38 teachers, sixteen (16) full-time equivalent teachers shall be provided.

v. Administrative Officers, teacher-librarians, Kindergarten teachers, music teachers and learning assistance teachers shall be added to elementary school staffs according to separate formulae.

b. Secondary Staff Allocation

i. Secondary schools shall be staffed at the ratio of one full-time equivalent teacher for every nineteen (19) students. This staff shall include Administrative Officers, counsellors, teacher-librarians and learning assistance teachers.

ii. Designated secondary schools shall be staffed at the ratio of one full-time equivalent teacher for every seventeen (17) students, inclusive of staff as in Article D.1.9.b.i above.

iii. The Superintendent, at the direction of the Board and in consultation with the Staff Allocation Committee, shall designate schools for improved staffing ratios by March 31st for the next school year.

iv. If, in the staffing calculation of full-time equivalent students divided by nineteen, or seventeen in designated schools, the fraction exceeds 0.30, an additional full-time equivalent teacher shall be provided to that staff. For example, in a case where 410 students divided by 19 equals 21.57 teachers, twenty-two (22) full-time equivalent teachers shall be provided.

v. The ideal teacher-student load for a secondary teacher is recognized as one hundred seventy-five (175) students per cycle in proportion to a full-time assignment. The maximum student load for a secondary teacher shall be two hundred (200) per cycle, in proportion to a full-time assignment.

vi. Whenever practicable, in recognition of the special requirements of certain subject areas, a teacher whose assignment is at least half in the subject areas of English, Industrial Education, Home Economics and/or Science, shall enjoy a maximum student load of one hundred seventy-five (175) students per cycle, in proportion to a full-time assignment.

vii. Administrative Officers, counsellors, teacher-librarians and learning assistance teachers shall be included in secondary school staffs according to separate formulae.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

1. Definition

Special Needs Students are those defined in the Ministry of Education Special Programs Manual of Policies, Procedures and Guidelines as Moderately Mentally Handicapped, Severely and Profoundly Mentally Handicapped, Physically Handicapped, Visually Impaired, Hearing Impaired, and Autistic, whose educational programs need to be significantly modified.

2. Identification

a. At the request of the Administrative Officer, teacher or parent/guardian, a student shall be referred to the school-based team.

b. The school-based team shall determine:

i. whether in-school assessment is required and sufficient,

ii. whether referral to Special Education is required,

iii. whether program(s) and resources are appropriate.

c. For this Agreement, the school-based team shall consist of:

the referring teacher, classroom teacher(s), Learning Assistance teacher and other school-based Special Education personnel, Administrative Officer, Counsellor at secondary level and at least one District Special Education staff.

3. Placement

a. The initial mainstreaming of a special needs student shall involve prior consultation of the school-based team.

b. The following shall be given due and proper consideration prior to placement of a special needs student:

i. in accordance with Board Policy I-9, it is the intent of the Board to assist all students with handicaps to benefit from their educational programs by having a significant interaction with their non-handicapped peers. All Special Education programs shall be offered in regular schools and whenever practicable, in regular classrooms;

ii. the student's educational, social and medical needs;

iii. class size and class composition;

(An examination of class size and class composition shall include an examination of the number of both Low and High Incidence students).

iv. the training and experience of the classroom teacher;

v. the physical constraints of the classroom.

c. Classes which include special needs students shall be kept under the class size limit.

d. A maximum of two (2) special needs students may be integrated into a single elementary school class.

4. a. Where possible, prior to the placement or as soon as possible after the placement of a special needs student in a regular classroom, the requirements for ongoing support shall have been identified by the school-based team and appropriate district special education personnel in consultation with the classroom teacher. It is recognized that on-site observation and assessment may precede such identification. The requirements may include but not be limited to: Educational Assistant support, I.E.P. development, the assignment of a case-manager, facilities modification and in-service.

b. Additional Educational Assistant time may be required to facilitate consultation between the teacher and assistant regarding a special needs student, as identified by the school-based team.

5. **Resources**

a. It shall be the responsibility of the Board to ensure the necessary resources are available, whenever possible, prior to placement.

b. Educational Assistants shall be provided for assisting special needs students during toileting and for other personal care functions, participating in co-curricular special events and as determined by the school-based team and approved by the Director of Student Services.

6. The implementation of an instructional program is a teacher responsibility. The planning of an instructional program is a joint responsibility between and among the classroom teacher, district special education personnel, the school Administrative Officer and the parents. Regular release time, as recommended by the school-based team and approved by the Director of Student Services, for planning and ongoing consultation shall be provided.

7. **In-Service**

   a. After consultation with the school-based team and the approval of the Director of Student Services, teachers shall receive appropriate in-service training to assist with the educational programming of identified special needs students.

   b. Time for appropriate in-service shall be arranged prior to placement of a special needs student, whenever possible, and release time shall be provided.

   c. Where such in-service or professional development is initiated by the school district in the months of July and/or August, it shall be on a voluntary basis and shall be paid at the rate of 1/195th of annual salary for each day of in-service.

8. There is nothing in this Article intended to preclude the consideration of the school-based team in providing and requesting services and resources to High Incidence students.

9. **Class Composition**

   a. The Board and the Association recognize that students, other than those identified in Article D.2.4 of this Agreement, may significantly affect classroom management, routines and instruction, and/or have significant learning difficulties.

   b. Such students may be referred to a school-based team for consideration and appropriate action.

   c. As expeditiously as possible, and within the context of the resources allocated to the school, the school-based team shall address the recommendations it considers appropriate to the circumstances.

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	1:576 students	Agreement in Committee (1998)
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:487 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:39.9 ESL/ELL students	Former LOU No. 5 (2000)

1. Teacher Librarians

School librarians shall be allocated proportionally as follows:

No. of Pupils	**Teacher-Librarian FTE**
1-100	(staff decision)
101-160	0.5
161-220	0.6
221-280	0.7
281+	1.0

2. Counsellors

The Counsellor FTE generated by the ratio above shall be targeted at a ratio of 350:1 per school for students enrolled in grades 8-12.

3. Learning Assistance Teachers (LAT)

Elementary learning assistance teachers shall be allocated at a minimum ratio of 0.2 for every one hundred (100) pupils proportionally with a minimum assignment of 0.4 full-time equivalent. (21.3.2)

Secondary learning assistance teachers shall be allocated at a minimum of 1.0 full-time equivalent per school. (21.3.3)

a. Under special circumstances, the Director of Student Services may increase assignments with respect to Articles 21.3.2 and 21.3.3 of this Agreement.
b. In circumstances where learning assistance teachers can demonstrate a legitimate need for consultation time which cannot be reasonably scheduled in accordance with past practice, the Director of Student Services may allocate staff to meet the demonstrated need. (21.3.4)

Note: The interpretation (or inclusion) of this provision is in dispute between the parties and proceeding to mediation-arbitration for determination.

ARTICLE D.4 PREPARATION TIME

1. Each full-time elementary teacher shall receive 100 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement. [Not applicable]

2. Effective June 30, 2019, each full-time elementary teacher shall receive 110 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.

3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

Local Provisions

4. Preparation Time

a. Each employee covered by this Agreement shall be entitled to and paid for regularly scheduled preparation time within the instructional hours of the regular school day. Preparation time shall be used at the discretion of the teacher for professional purposes.

b. Teachers whose responsibilities are in special education, library, itinerant music and learning assistance shall have sufficient flexibility within their schedules to provide for preparation and marking time appropriate to their assignments.

c. The scheduling of preparation time for teachers shall be governed by the organization of the school with adjustments to be mutually agreed upon between teachers and the school Principal/Vice-Principal.

d. A Principal/Vice-Principal must have the approval of the Superintendent to not schedule preparation time for a part-time teacher involving salary adjustments, pursuant to Article D.4.5.b and Article D.4.6.b.

e. Although a teacher may not be compensated for lost preparation time due to unforeseen circumstances, a Principal/Vice-Principal shall not request a teacher to relinquish more than one (1) preparation period in any month, unless compensation is provided.

5. Elementary Teachers

a. In the case of an elementary classroom teacher, time shall be designated for preparation and shall not be less than sixty (60) minutes [one hundred and ten (110) minutes effective June 30, 2019] per normal week for a full-time teacher, or a proportion of sixty (60) minutes equal to the proportion of the teacher's Full-Time Equivalent assignment as averaged through the academic year.

b. Where no preparation time is scheduled for a part-time elementary teacher as part of the normal assignment, that teacher's salary shall be increased by 4.2% of the gross amount paid to that teacher.

6. Middle School Teachers

a. In the case of a middle school classroom teacher, time shall be designated for preparation and shall not be less than three (3) class periods per week with a minimum of one hundred sixty-five (165) minutes per week average through the school year, or a proportion of that time equal to the proportion of the teacher's Full-Time Equivalent assignment.

b. Where no preparation time is scheduled for a part-time middle school teacher as part of the normal assignment, that teacher's salary shall be increased by 12.5% of the gross amount paid to that teacher.

7. Secondary Teachers

a. In the case of a secondary classroom teacher, time shall be designated for preparation and shall not be less than three (3) class periods per week with a minimum of one hundred sixty-five (165) minutes per week averaged through the school year, or the proportion of that time equal to the proportion of the Teacher's Full-Time Equivalent assignment.

b. Where no preparation time is scheduled for a part-time secondary teacher as part of the normal assignment, that teacher's salary shall be increased by 12.5% of the gross amount paid to that teacher.

ARTICLE D.5 MIDDLE SCHOOLS

PCA Article D.5.1 through D.5.5 do not apply in School District No. 72 (Campbell River). See Articles D.4 Preparation Time and D.21 Duration of School Day, and Provincial Letter of Intent No. 1.

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.3.4 through Article D.3.7 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.3.6 below for final and binding resolution.

5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.

6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.

7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:

   a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;

   b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;

   c. Within a further five (5) working days, the parties shall exchange initial written submissions;

   d. The hearing shall commence within a further ten (10) working days; and

   e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.

8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

ARTICLE D.20 REGULAR WORK YEAR

1. The annual salary established for employees covered by this Agreement shall be payable in respect of the employee's regular work year, which shall not exceed:

   a. one hundred ninety (190) days in session per school year; and

   b. five (5) non-instructional days of which:

      i. four (4) non-instructional days shall be used for teacher professional development activities; and

      ii. one (1) non-instructional day shall be allocated for the purpose of parent-teacher meetings and/or other administrative activities.

2. The schedule of non-instructional days shall be developed by the Superintendent in consultation with the Professional Development Committee established in accordance with Article F.21 of this Agreement.

3. Any work performed by employees covered by this Agreement beyond the teacher's regular work year shall be voluntary.

4. Secondary School Counsellors

Notwithstanding the provisions of Article D.20 (Regular Work Year), the Board and the Association recognize that secondary school counsellors may be required to work during the two-week period prior to school opening and during the week after the June closure. Where counsellors are required by the Board to work outside the regular school year, and where they agree, they shall be granted time off in lieu of salary. This time off shall be arranged and agreed to by the counsellor(s) and the school's Principal/Vice-Principal.

ARTICLE D.21 DURATION OF SCHOOL DAY

1. An elementary teacher shall not be required to offer instruction beyond an interval of six (6) hours, inclusive of:

   a. instructional time not to exceed five (5) hours, inclusive of fifteen (15) minutes of recess;

   b. a regular noon intermission;

   c. preparation time in accordance with Article D.4 (Preparation Time).

2. A Middle School teacher shall not be required to offer instruction beyond an interval of six (6) hours and thirty (30) minutes, inclusive of:

   a. instructional time not to exceed five (5) hours and thirty (30) minutes, inclusive of homeroom and time for students to change classrooms;

   b. a regular noon intermission;

   c. preparation time in accordance with Article D.4 (Preparation Time).

3. A secondary teacher shall not be required to offer instruction beyond an interval of six (6) hours and thirty (30) minutes, inclusive of:

   a. instructional time not to exceed five (5) hours and thirty (30) minutes, inclusive of homeroom and time for students to change classrooms;

   b. a regular noon intermission;

   c. preparation time in accordance with Article D.4 (Preparation Time).

4. Whenever possible, part-time assignments in schools shall be scheduled in consecutive teaching blocks.

5. This Article D.21 shall not apply to Surge Narrows Elementary School.

ARTICLE D.22 PROVINCIAL RESOURCE PROGRAMS

1. Article D.20 (Regular Work Year) and Article D.21 (Duration of School Day) shall not apply to Provincial Resource Programs and any other facility or school where the Board and the Association agree. This agreement shall not be unreasonably denied.

2. Teaching staff at Provincial Resource Programs shall take vacation time and statutory holidays at the equivalent rate of a teacher at a regular ten month school. Vacation scheduling shall be coordinated and approved by the Board official responsible for Provincial Resource Programs.

ARTICLE D.23 SUPERVISION

1. Each teacher shall have the right to at least thirty (30) minutes of uninterrupted and duty-free lunch. However, by a majority vote of the staff, this may be modified.

2. Lunch Period Supervision - Elementary Schools

   a. The Board shall provide sufficient funds to enable the following elementary schools to provide teachers with lunch period free of supervision:

      Cortes Island Elementary Junior Secondary School
      Ecole des Deux Mondes
      Discovery Passage Elementary School
      Quadra Elementary School
      Ocean Grove Elementary School
      Oyster River Elementary School
      Sayward Elementary Junior Secondary School
      Surge Narrows Elementary School
      Willow Point Elementary School
      Cedar Elementary School

   b. In each of these elementary schools, teachers shall be assigned, on a rotating basis, the responsibility of supervising those personnel employed to supervise students during the lunch period. In each of these elementary schools, the staff committee shall determine the nature of supervision appropriate to that school.

   c. Whenever practicable, the Board shall attempt to assign personnel currently in the employ of the Board as lunch period supervisors of students.

   d. Teachers at the schools referred to in Article D.23.2.a shall not be required to perform regularly assigned supervision duties of more than seventy-five (75) minutes per week before the regular school day or after the regular school day. Those teachers who voluntarily agree to perform supervision duties during the noon lunch period shall have the above seventy-five (75) minutes per week reduced accordingly.

e. Teachers at all schools not referred to in Article D.23.2.a shall not be required to perform regularly assigned supervision duties of more than seventy-five (75) minutes per week during the noon lunch period, before the regular school day and after the regular school day.

ARTICLE D.24 EXTRA-CURRICULAR ACTIVITES

1. Teachers recognize and support extra-curricular activities as an integral part of the school program.

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 district.

3. The Board and the Association consider it desirable that teachers participate in extra-curricular activities. The Board shall encourage the involvement of teachers in extra-curricular activities on a voluntary basis.

ARTICLE D.25 STAFF MEETINGS

1. Teachers shall attend staff meetings unless excused by the Principal/Vice-Principal.

   a. The Principal/Vice-Principal shall give seven (7) days' notice of a staff meeting. Where such notice is not given, teachers shall make every possible effort to attend the meeting.

   b. A draft agenda of items shall be given to teachers at least three days prior to any staff meeting.

   c. Teachers and Principals/Vice-Principals shall have the right to place items on the agenda to be considered at the meeting.

2. Staff meetings shall be held on school days as defined by this Agreement. Such meetings shall not be scheduled:

   a. to commence more than one hour prior to the beginning of classes nor to conclude later than two hours after the dismissal of students; nor

   b. on weekends or holidays.

3. Teachers shall make every possible effort to attend staff meetings that extend beyond the time frame set out in Article D.25.2.

4. There shall be a maximum of two staff meetings a month, except in emergent situations, in which case the meeting shall be limited to the emergent item.

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

ARTICLE D.26 HEALTH AND SAFETY

1. Classes shall be conducted in clean, well-maintained facilities, with appropriate lighting, heating and ventilation. Teachers shall bring forward issues of health and safety first to the school Principal/Vice-Principal, then to the Site Based Joint Health and Safety Committee, before contacting any outside regulatory agencies.

2. The number of students in a laboratory, shop or other specialized classroom, when used for its designed purpose, shall, whenever practicable, not exceed the number for which the facilities are equipped.

3. Once the school Principal/Vice-Principal have been notified of major maintenance work that may disquiet the proceedings of a class (power tools, hammering, gluing, laminates, etc.), they shall notify teachers preceding commencement of that work, except in cases of emergencies where such notification is impractical. The Principal/Vice-Principal in consultation with the teacher shall schedule alternate arrangements if necessary and possible.

4. School District personnel who are not employed at a particular school site must report to the school office prior to the commencement of any work or meeting.

5. Whenever practicable and where space permits, every school shall provide facilities for itinerant staff and associated professionals which are quiet, private, and meet the requirement of Article D.26.2.

6. The employer shall ensure that each worksite has online access to the current Workers Compensation Act and the current Occupational Health and Safety Regulation. Links to all these Acts and Regulations shall be placed on the School District's website.

7. Sections 3.12 (Procedures for refusal of unsafe work) and 3.13 (No Discriminatory Action) of the Occupational Health and Safety Regulations are considered to be part of this Agreement.

8. The Board shall ensure that Principals/Vice Principals inform staff of the School District procedures for administering medication to students.

9. Workplace Hazardous Materials Information System

   a. The Board shall ensure that the Workplace Hazardous Materials Information System (WHMIS) is implemented in all school sites and workplaces in the district.

   b. The Board shall provide an education program annually to make sure that all employees understand the WHMIS labels and the Material Safety Data Sheets (MSDS), and they are instructed in precautionary measures concerning specific materials.

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. <u>Step 1</u>

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 JOB POSTING

1. Vacancies for temporary and continuing positions which exist after the implementation of all teacher transfers in accordance with Article E.21 of this Agreement shall be posted on the pertinent website and in the School Board Office including all such vacancies which arise after June 30th of each year. Nothing in this Article shall be construed as preventing or prohibiting the Board from filling any vacancies arising after June 30th from any source.

2. Where the qualifications and suitability of a teacher for a vacant position are equal, the priority for filling the vacancy shall be as follows:

   a. teachers returning from leaves of absence;

   b. teachers either holding or eligible for current B.C. teaching certificates

3. Qualifications and Suitability

   a. In this Article "qualifications and suitability" shall consider the following:

      i. certification;

      ii. recent experience in a similar assignment;

      iii. academic preparation - suitability of major and minor subject fields, program concentrations and subsequent training;

      iv. quality of service as reflected in reports from Principals/Vice-Principals and the Superintendent (or designate);

v. past performance judged from contacts made with the referees named by the applicant, one of which should include the applicant's last supervisor;

vi. service in the school district.

4. Staffing Qualifications of Specialist Positions

a. The Board and the Association recognize that:

i. skills, knowledge and ability shall be the primary criteria for the assignment of teachers to specialist positions;

ii. in counselling, as in many other specialized areas, the accepted standard of training is often at the Masters Degree level.

ARTICLE E.21 TEACHER TRANSFERS

1. General Principles

a. It is recognized that teachers be encouraged to seek professional growth through changes of assignment.

b. Teachers may be transferred by the Board in order to:

i. accommodate a teacher requesting a change of assignment;

ii. accommodate a teacher returning from leave;

iii. staff a new school or program;

iv. relocate staff due to enrolment changes;

v. improve a teacher's effectiveness, based on sound educational reasons, or by mutual consent.

c. Teachers shall be considered for vacancies according to the following priorities:

i. Surplus staff.

ii. Teachers on leave-of-absence.

iii. Teachers from outlying schools. Teachers with the longest service in the outlying schools shall be given priority.

iv. Board-initiated transfers.

v. Teacher-initiated transfers.

2. Board-Initiated Transfers

a. The Board shall not transfer a teacher for arbitrary or punitive reasons.

b. Teachers who are under consideration for Board initiated transfer shall be notified in writing by April 30th, whenever practicable.

c. When Board initiated transfers become necessary, the Superintendent shall review the new teaching assignment and the reasons for the transfer with the teacher. If additional training is required, a recommendation shall be prepared for the Board, outlining details of any proposal for financial assistance.

d. Where the Board initiates a transfer, the teacher's qualifications, as defined in Article E.20.3 (Job Posting), shall determine the teacher's transfer. The teacher has the right to be informed, in writing, within seven (7) days of a written request, the reasons for the transfer.

e. Any grievance concerning a transfer initiated by the Board shall be referred directly to Step 3 of Article A.6 (Grievance Procedure).

f. Where declining grade and/or class enrollments would result in a teacher being declared surplus to the school, a teacher shall be offered, whenever practicable, another position within the school for which the teacher is qualified, as defined in Article E.20.3 (Job Posting). This position need not be posted. Unless a more senior teacher in the affected instructional area/level volunteers to be declared surplus, the teacher who is offered a change in position shall be the least senior teacher in that instructional area/level. Seniority is based on seniority in the district in accordance with Article C.28.2 (Staff Reductions, Recall and Severance).

   The teacher declared surplus shall have the right to transfer in accordance with Article E.21.1.c to a position for which the teacher is qualified as defined in Article E.20.3 (Job Postings).

g. If a new or existing position at the appropriate instructional area/level becomes vacant before August 15th in a school where a teacher was declared surplus in the preceding 6 months pursuant to Article E.21.2.f, that teacher shall have the option of filling the position.

h. If a new or existing position at the appropriate instructional area/level becomes vacant after August 15th in the school where a teacher was declared surplus in the preceding six (6) months pursuant to Article E.21.2.f, that teacher shall have the option of filling the position at the beginning of the subsequent school year. The position shall be posted and filled on an interim basis as a temporary assignment.

3. Teacher-Initiated Transfers

a. The Board shall acknowledge, in writing, all requests by teachers for transfer.

b. Teacher qualifications, as defined in Article E.20.3 (Job Postings), shall determine the order of placement.

c. Teacher initiated requests for transfer shall be submitted in writing to the Superintendent by March 31st of each year.

d. Before making a request for a transfer, or before accepting a new assignment, teachers shall make every reasonable effort to determine and to be responsive to the needs of their current and target workplaces.

4. Other

a. The transfer of teachers as a result of resignations, early retirements, or other unforeseen causes shall be completed as expeditiously as possible.

As many transfers as possible shall be finalized prior to May 30th of the preceding school year. Teachers shall be notified in writing.

ARTICLE E.22 POSITIONS AND ASSIGNMENTS

1. Teaching Assignments

a. Except for sound educational reasons, a teacher's qualifications, as defined in Article E.20.3 of this Agreement, shall determine the teacher's assignment. The teacher has the right to be informed in writing within seven (7) days of a written request the reasons for any reassignment.

b. Every effort shall be made by the school principal to inform teachers of their assignments for the next school year prior to June 15th of the preceding school year.

2. Teacher-in-Charge

a. A Principal/Vice-Principal may appoint a teacher-in-charge as and when required. This appointment shall be made and communicated to the teacher-in-charge at least one (1) teaching day prior to the Principal's/Vice-Principal's absence. The teacher has the right to refuse to act as teacher-in-charge except in an emergency and then only for the duration of the emergency. Job action shall not constitute an emergency.

b. The teacher-in-charge, when requested to act, shall attend to ensuring that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal with emergent matters as they may arise, with required assistance from the Board Office. Routine attendance recording and information reporting to the Board shall be maintained. However, except as otherwise agreed to between the teacher-in-charge and the Principal/Vice-Principal, the teacher-in-charge shall not be responsible for other ongoing administrative or managerial duties, and specifically shall not have such responsibilities in relation to other teachers or parents.

c. The teacher-in-charge shall not be required to assume the duties specified in Article E.22.2.b of this Agreement for more than five (5) consecutive days.

d. Absences of Principals/Vice-Principals for more than five (5) consecutive days shall be filled by an acting appointment to the vacant position.

e. Where a teacher-in-charge is appointed and in the opinion of the teacher a teacher-teaching-on-call is required, such request shall be made first to the principal, and if refused, to the Superintendent. This request shall not be unreasonably denied.

f. While acting as teacher-in-charge, the teacher is covered by all terms and conditions of this Agreement.

ARTICLE E.23 EVALUATION

1. Evaluation Process

a. The purpose of supervision and evaluation is to promote and reinforce good instruction. Supervision and evaluation are on-going processes. Regular evaluation of performance is the right of every teacher.

b. Evaluation pursuant to Article E.23 of this Agreement is a formal process in which a teacher's performance is assessed using the set of predetermined criteria as set out in Article E.23.2 of this Agreement.

c. Criteria shall only be applied which relate to aspects of the learning situation over which the teacher has responsibility or control.

d. The evaluation report may contain introductory comments regarding the teacher's experience, training and present assignment.

e. Reports shall reflect any discrepancy between the teacher's assignment, professional training and preferences of teaching subjects and grades/age groups.

f. The content of the teacher's report shall be based upon personal observations as well as an assessment of the teacher's performance in relation to the criteria contained in Article E.23.2 of this Agreement.

g. The first and second reports referred to in Articles C.21.1 and E.23 of this Agreement shall be prepared by different evaluators, one of whom shall be the Superintendent or designate (other than a Principal/Vice-Principal from the teacher's school). The report shall be written independently by the evaluator.

h. All reports on the work of a teacher shall be in writing.

i. The conclusion of a report shall consist of a summative statement stemming from the criteria identified in Article E.23.2 this Agreement, and if the teacher's performance is less than satisfactory, it shall be so indicated. The evaluator may make recommendations for future growth.

j. Involvement or non-involvement in voluntary activities or matters not directly related to teaching duties are outside the scope of evaluating and reporting on the work of a teacher. A teacher may request a statement about these voluntary activities and matters not related to teaching duties, which shall be attached to the report.

k. An evaluation of a teacher shall be conducted no more than once every five years unless authorized in writing by the Superintendent, or when a teacher requests an evaluation.

l. When an evaluation is undertaken for the purposes of a report on a teacher, the following shall apply:

    i. Without restricting the discretionary power of the Superintendent under the *School Act*, *R.S.B.C. 1996, c.412 with amendment and Regulations* to initiate an evaluation report, the teacher shall be notified within the first month of the school year, or within the first month of employment if hired during the school year, that an evaluation is to be conducted on them;

    ii. Visits for the purpose of evaluation shall take place between October 1st and May 31st of each year, unless otherwise agreed between the teacher and the evaluator;

    iii. The teacher shall be notified, at least one week in advance of the meeting referred to in Article E.23.1.l.v.2. of this Agreement, that an evaluation is to be conducted leading to a first report referred to in Article E.23 of this Agreement;

    iv. Suggestions for continued professional improvement and growth may be made at any time during the evaluation process;

v. The evaluator shall discuss with the teacher the process and the expected timeline by which the evaluation shall take place and the expected time for the issuance of the report, and which shall include:

1. one week's notice prior to the initial classroom visit;

2. a pre-observation conference;

3. a series of not less than three nor more than eight observations, which shall not exceed a total of eight hours of observation time. A minimum of two observations shall be selected by the teacher. Where more than five observations are required, one-third of the observations shall be selected by the teacher. None of the observations shall be at inappropriate or abnormal times;

4. a conference following the series of observations, which may include the design of a plan of remediation of reasonable duration based on specific concerns of the evaluator. This plan shall be developed in consultation with the teacher.

vi. A follow-up phase, which shall include an observation or assessment, shall take place after the remediation plan referred to in Article E.23.1.l.v.4. of this Agreement has been undertaken in order to assess the teacher's effectiveness with regard to the specific concerns. The evaluator shall review the observations or assessment with the teacher concerned.

vii. The teacher shall be given a draft copy of a report at least 48 hours prior to the preparation of the final copy. The evaluator shall communicate with and given an opportunity to meet with the teacher to discuss the draft report prior to preparation of the final copy.

viii. A final report shall be issued no later than May 31st for full-time continuing teachers. In all other cases, the final report shall be issued no later than two weeks prior to the end of the teacher's current assignment.

ix. Concerns not addressed earlier in the evaluation process shall not appear in the final report.

x. The teacher may submit written commentary on their written report, and this commentary shall be attached to and filed with all copies of the report.

xi. It is recognized that the teacher, when suggested by the evaluator and approved by the Superintendent, or requested by the teacher, shall be provided with a remediation plan designed to assist the teacher in attaining a satisfactory level of performance with regard to the concerns of the final report. This plan, and a reasonable time span for the remediation process, shall be developed in consultation with the teacher.

xii. Based on the specific concerns of the first report and after the timeline of the plan of remediation has transpired, a second report shall be written in accordance with all of Article E.23 of this Agreement.

xiii. If the second report referred to in Article E.23.1.l.xii. of this Agreement indicates a less than satisfactory level of performance, a third report shall be written in accordance with Article E.23.1.l.iii,iv,v,vi,vii,viii and ix of this Agreement.

2. Teacher Evaluation Criteria

a. Where any of the criteria/processes for the purpose of evaluation are not appropriate due to the nature of the teacher's assignment (i.e. non-classroom assignment), the evaluator shall discuss with the teacher the criteria/processes which shall be followed. Such criteria/processes shall be consistent with those set out in this agreement.

b. The following shall be the reference criteria used in preparing an evaluation report pursuant to Article E.23.1 of this Agreement.

i. Knowledge of Subject Matter and Child Development

1. The teacher demonstrates knowledge of the subject matter being taught.
2. The teacher utilizes knowledge of appropriate developments and trends in the subject area being taught and in child development.
3. The teacher endeavours to keep their knowledge current and their teaching techniques effective for the teaching areas and children they are assigned.
4. The teacher keeps knowledge current and incorporates current educational research into practice.

ii. Preparation and Planning

The teacher's:

1. planning reflects learning objectives;
2. planning should reflect consideration of class characteristics with provision being made for individual differences;
3. planning should allow for flexibility in instruction;
4. planning reflects knowledge of student's previous learning.
5. planning will show evidence of an appropriate evaluation process.

The teacher also:

6. utilizes appropriate materials and personal resources;

7. provides plans and clear directions for teachers-teaching-on-call.

iii. Instructional Skills

The teacher:

1. targets instructions to appropriate level of understanding;
2. where appropriate, instructs to clearly defined goals and objectives;
3. demonstrates clarity of presentation;
4. monitors learning;
5. defines and provides for individual student differences;
6. defines student expectations clearly;
7. provides for closure or transition;
8. utilizes a variety of instruction techniques;
9. utilizes a variety of questioning techniques;
10. creates assignments which utilize, reinforce, or expand upon the content of the lesson;
11. promotes group and/or individual thinking skills;
12. is available to students as a resource person.

iv. The criteria in Article E.23.2.b.iii of this Agreement shall encompass general instructional skills and shall, as well, be applied in the context of the presentation of a lesson.

v. Professional Management and Relationships

1. develops positive rapport with students;
2. encourages students to assume responsibility for their own actions, to practice self-discipline, and to develop a positive self-concept;
3. promotes positive relationship with and among students;
4. demonstrates consistency, respect and fairness in dealing with students;
5. establishes consistent routines and clear expectations for student conduct appropriate to the activity;
6. maintains an orderly environment and is well organized for lesson presentation;
7. actively encourages student on-task behaviour;
8. encourages students to achieve to their fullest potential;
9. maintains individually and cooperatively a high standard of professional conduct with pupils, colleagues and parents;

10. develops a positive classroom climate with curriculum based displays and samples of student work where appropriate;
11. speaks and acts towards pupils with respect and dignity and attempts to maintain a mutual respect between themselves and their students;
12. attends to conditions that may affect the health and safety of students.

vi. Assessment and Evaluation of Student Progress and Management of Record

1. clearly defines evaluation criteria for students;
2. assesses student progress on a regular basis;
3. where appropriate, evaluates student growth and achievement in line with objectives of identified planning;
4. maintains appropriate, accurate records of student achievement, attendance, and other necessary data, as required by school and/or ministry policies and procedures;
5. designs student assessment and interprets the results;
6. maintains a system of accountability for student progress and completion of assignments along with written records of student progress;
7. provides feedback on performance regularly to students and to parents;
8. establishes a variety of procedures for assessing students and communicates these procedures clearly to students, parents, administrators and other appropriate personnel;
9. respects the confidentiality of information concerning students;
10. utilizes the results of student performance assessments for future instruction.

3. It is recognized that the Superintendent or designate shall, except as limited by this Agreement, continue to exercise their normal discretion in supervising and advising teachers consistent with the *School Act and Regulations*.

ARTICLE E.24 PERSONNEL FILES

1. There shall be only one personnel file per teacher maintained at the School Board Office.

2. Any teacher's file kept at the school shall, on the teacher's departure from that school, be sent to the teacher's School Board Office file after the teacher has been given an opportunity to review the file, in accordance with Article E.24 of this Agreement.

3. After receiving a request from a teacher, the Superintendent (or designate), in respect of any School Board Office file, or the Principal/Vice-Principal, in respect of any school file, shall forthwith grant access to the teacher's file.

4. Personnel files, regardless of storage format, shall not be made available to any person except the Superintendent (or designate), the Secretary-Treasurer (or designate), the teacher or their Principal/Vice-Principal, except upon written request of the teacher, or as required by law.

5. Information in personnel files may be made available to the Board at the professional discretion of the Superintendent or by motion of the Board. The teacher shall receive written notice within seven (7) days when such action has taken place.

6. The Board agrees that 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 the removal of specific material, the teacher may file a grievance pursuant to Article A.6 of this Agreement.

7. Any correspondence concerning grievances filed by a teacher or the Association, other than the final resolution of the grievance, (including an arbitration award, if rendered), shall not appear in the teacher's file, but will be filed elsewhere. The final disposition of policy grievances of a general nature filed by the Association or the Board, shall not be placed in teachers' personnel files.

ARTICLE E.25 NO DISCRIMINATION

1. The Board and the Association subscribe to the provisions and principles of the *Labour Relations Code* and the *Human Rights Code* of British Columbia, and without limiting the generality of the foregoing; the Board shall not discriminate against any employee based on the grounds and categories enumerated in the *Human Rights Code*.

ARTICLE E.26 RACE RELATIONS

1. The Board shall not condone and shall not tolerate any expression of racism. Any written allegation of racism within the school district shall be investigated by the Superintendent and the results reported to the Board and the Association.

ARTICLE E.27 DUE PROCESS

1. The Board and the Association accept constructive criticism of schools, teachers, and associated professionals when it is motivated by a sincere desire to improve the quality of the educational program. The Board places trust in its teachers and wishes to support their legitimate actions.

ARTICLE E.28 PARENTAL CONCERNS

1. The following procedures shall be followed to ensure that respectful attention is given to parental concerns, along with Board support for appropriate professional conduct and for the integrity of the educational program.

2. The Board and the Association agree that every reasonable effort shall be made by teachers and the Principal/Vice-Principal to resolve parental concerns at the school level.

3. If resolution is not reached at the school level, parental concerns may be presented to the Superintendent or designate.

4. If resolution is not reached by the Superintendent or designate, parental concerns may be presented to the Board for resolution.

ARTICLE E.29 ASSISTANCE FOR FALSELY ACCUSED EMPLOYEE

1. Where a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and the Board concludes that there was no basis on which to take any action against the teacher arising from the alleged misconduct, the following shall apply:

    a. the teacher shall be reinstated to the position held unless otherwise mutually agreed between the teacher and the Superintendent;

    b. the teacher shall be compensated for all wages and benefits lost due to the allegations;

    c. the teacher shall receive first priority for a transfer to any vacant position for which the teacher is qualified, in accordance with Article E.21 of this Agreement;

    d. the teacher shall receive from the Board a written statement that the Board has concluded the matter, having found that there was no basis on which to take action against the teacher arising from the allegation(s);

    e. the teacher and the teacher's family shall be entitled to utilize the Employee Assistance Program and the teacher may apply for leave of absence, with pay, pursuant to Article G.29 of this Agreement.

ARTICLE E.30 *SCHOOL ACT* APPEALS

1. Where a student and/or parent/guardian files an appeal, under Section 11 of the *School Act* and Board Appeals Bylaw, of a decision of an employee covered by this Agreement or in connection with or affecting such an employee:

    a. The Board shall request that the student and/or parent/guardian of the student meet first to discuss the appeal with the employee(s) and the employee(s)' supervisor;

    b. The employee and the Association shall be notified of the appeal within twenty-four (24) hours and shall be entitled to receive all documents relating to the appeal;

    c. The employee shall be entitled to attend any formal meeting in connection with the appeal where the appellant is present and shall have the right to representation by the association;

    d. The employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.

2. No decision or bylaw of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit, or process contained in this Agreement or deprive the employee of any right, benefit, or process otherwise provide by law.

3. The Board shall refuse to hear any appeal where the student and/or parent/guardian of the student has not attended a formal meeting called in connection with the appeal.

4. In the event that a decision of an employee may be altered, varied, or reversed, then the employee shall first be given the opportunity to make representations to the appropriate Board official before such a decision is confirmed.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 EDUCATIONAL CHANGE

1. Curriculum Implementation

The process of curriculum implementation utilized in the district shall be formulated by the Program Services Committee. A representative selected by the Association shall be given the opportunity to attend meeting(s) of the Program Services Committee where meeting(s) are convened to discuss the curriculum implementation model to be utilized in the district. If such a meeting(s) is convened during instructional time, the Association representative shall be granted release time without loss of pay.

2. The Program Services Committee's terms of reference with respect to curriculum implementation shall include but not be limited to:

   a. funding
   b. resources
   c. release time
   d. in-service

3. The process of curriculum implementation utilized in the school district shall provide for meaningful consultation with teachers elected at the worksite level for each program. The curriculum implementation model to be followed in any school year, which shall include required resources, shall be communicated to all teachers.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT: FUNDING AND ADMINISTRATION

1. Professional Development

a. The Board and the Association agree that all programs, courses, and funding which promote the Professional Development of teachers, staff development, the successful implementation of curricula and, therefore, a high standard of effectiveness in teaching, shall be covered by this Article.

b. The Board and the Association agree that they shall cooperate to maintain or improve the skill, efficiency and ability of the teaching staff and the quality of educational services provided within the school district, subject to the provisions of this Agreement.

2. Funding

a. The Board shall budget annually a fund for the purpose of promoting Professional Development of the teaching staff of the school district.

b. The Board shall place an amount equal to 1% of the total gross salaries of employees covered by this Agreement in this fund.

c. The Board shall also place into this fund an amount equal to 1/2 of 1% of the total gross salaries of the Principals/Vice-Principals employed by the Board.

3. Administration of Programs and Funding

a. The Professional Development fund, as established by the Board, shall be administered by the Superintendent in consultation with the district Staff Development Core Committee (hereinafter referred to as the "Core Committee").

b. The Core Committee shall be comprised of:

- the Superintendent (or designate)
- a member of the Board
- the Association's Professional Development Chairperson
- two Principals/Vice-Principals appointed by the Campbell River Principals/Vice-Principals' Association
- six teachers elected to represent each area as follows:

Primary	(1)	Special Education	(1)
Intermediate	(1)		
Secondary	(2)	Association groups	(1)

c. The Core Committee shall elect one of its members to chair the committee.

d. A quorum shall be a majority of the members of the Core Committee.

e. The Superintendent, in consultation with the Core Committee, shall establish the model of Professional Development to be used in the school district. The district professional development model shall include (but will not be restricted to) the recognition of three levels of professional development:

Level 1 professional development activities shall be district-wide;

Level 2 professional development activities shall be school-wide;

Level 3 professional development activities shall be applicable to either the initiatives of small groups or to individual teachers.

f. The Core Committee shall forward copies of the minutes of its meetings to the Board and Association.

g. Subject to the approval of the Superintendent, a school's elected Professional Development Committee and the principal shall be responsible for:

i. submitting a Professional Development Plan for the school to the Core Committee; and

ii. expenditure of the Professional Development funds allocated to that school.

h. In any given school year 100% of the unspent budgeted professional development funds shall be carried forward to the next school year.

i. Each year, the new Core Committee shall begin its duties no later than May 31st in order to plan for the following year.

ARTICLE F.22 SCHOOL ACCREDITATION

1. The purpose of Primary/Intermediate school accreditation is to provide school staffs with an opportunity to develop, in cooperation with their local communities, the best possible school climate and programs to enhance student learning.

2. The Primary/Intermediate accreditation process shall occur only in those schools where the school staff decides after full explanation of the process by a 70% majority decision and secret ballot to undertake the accreditation. Such a vote shall occur once in a school year except as provided for in Article F.22.3 of this Agreement.

3. If changes occur within a school which could affect the decision to proceed with an accreditation, the decision shall be reviewed by September 15th. Newly appointed staff members shall be involved in the review.

4. Individual participation on the self-assessment committee is voluntary.

5. Where the school self-assessment committee defines resources required in Year One beyond those provided for in the B.C. Primary-Intermediate Accreditation Guide, the committee may apply to the Superintendent or designate responsible for accreditation for the additional resources to a maximum of 33-1/3% of the Ministry Year One funding. Such resources shall not be unreasonably denied. Resources to be considered, but not limited to, are:

   a. staff release time to carry out aspects of the accreditation process;

   b. additional secretarial and research assistance, including translation and printing services, if necessary;

   c. additional non-instructional time;

   d. appropriate technology.

6. The school self-assessment committee and the Superintendent or designate responsible for accreditation shall consult on the membership of the external team proposed by the Manager, Primary-Intermediate Accreditation.

7. The school staff and the external team shall make every effort to agree on a finalized Plan for School Growth. If part(s) of the external team's written report are in conflict with the school staff's self-assessment and Plan for School Growth, the external team chairperson may return to re-assess and further discuss the external team report with the school staff.

8. The external team's written report shall only be provided to the school staff concerned, district staff and the Board, and the Ministry of Education.

9. When a finalized Plan for School Growth is agreed to by the school staff and submitted to the Program and Evaluation Branch, Ministry of Education, all forthcoming funds for implementation of the Plan shall be made available to the school. It is agreed that receiving accreditation funds will not adversely affect a school's application and access to other sources of funding such as but not limited to:

    a. Professional development funds;

    b. Implementation funds;

    c. Interaction grants.

10. This Article F.22 shall be subject always to the provisions of the B.C. Primary-Intermediate Accreditation Guide and if there is any conflict between this Article and the B.C. Primary-Intermediate Accreditation Guide, the Guide shall take precedence.

ARTICLE F.23 PROFESSIONAL AUTONOMY

1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice and consistent with Article E.23.2(Teacher Evaluation Criteria) of this Agreement, have the right to express ideas and use materials which are not in conflict with the course of study or locally approved courses.

2. Teachers recognize the privileged position they hold in the education of children. Personal, political, racial and religious biases shall be excluded from learning activities.

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 Article G.20 (Sick Leave) for sick leave use and accrual]

ARTICLE G.2 COMPASSIONATE CARE LEAVE

1. For the purposes of this article “family member” means:

    a. in relation to an employee:

        i. a member of an employee's immediate family;

        ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;

        iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;

b. in relation to an employee's spouse:

   i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and

c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.

3. Compassionate care leave supplemental employment insurance benefits:

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

   a. one hundred percent (100%) of the employee's current salary for the first week of the leave,

   b. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.

   c. current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.

4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.

5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.

6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.

7. Seniority shall continue to accrue during the period of the compassionate care leave.

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

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

[See also Article G.25 Compassionate Leave for short term compassionate leaves of up to five days.]

ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES

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

a. Section 52 Family Responsibility Leave
b. Section 52.11 Critical Illness or Injury Leave
c. Section 52.5 Leave Respecting Domestic or Sexual Violence

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

ARTICLE G.4 BEREAVEMENT LEAVE

1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee's immediate family. **[See also Article G.4.5]**

   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 Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 "family member" means:

   a. in relation to an employee:

i. a member of an employee's immediate family;

ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;

b. in relation to an employee's spouse or common-law partner or same-sex partner:

i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and

c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

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

Local Provisions:

5. Additional days of leave of absence may be granted, at the discretion of the Superintendent, with or without pay, when there is a death in the teacher's immediate family which, for the purposes of Article G.4.5, shall be defined as parents, spouse and children.

[See also Article G.25 Compassionate Leave]

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

1. a. An employee shall be entitled to a minimum of three (3) days of unpaid discretionary leave each year.

b. The leave will be subject to the educational requirements of the district and the availability of a replacement. The leave must be approved by the superintendent or designate. The request shall not be unreasonably denied.

2. The leave will be in addition to any paid discretionary leave provided in local provisions.

3. The combination of this provision with any other same provision shall not exceed three (3) days.

Implementation:

1. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement. The combination of this provision with any other same or superior provision shall not exceed three (3) days.

2. *The provisions of this article establish a minimum level of entitlement for unpaid discretionary leaves for all employees. Where the minimum level of entitlement has already been met through any previous provisions relating to discretionary leaves, an employee shall receive no additional entitlement.*

[See also Article G.26 Discretionary Leave.]

ARTICLE G.6 LEAVE FOR UNION BUSINESS

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Article G.6.1.a and Articles G.6.2 through G.6.8 do not apply in School District No. 72 (Campbell River)].

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.

Leave for President of the Association

11. The Board shall continue to pay the President their salary and benefits as if they were teaching.

12. For the purposes of pension, sick leave, experience, and seniority, the President shall be deemed to be in the full employ of the Board. The Association shall reimburse the Board for such salary and benefit costs, except the Board's share of pension, which the Board shall continue to pay.

Leave for Association Member

13. Any Association member who is serving on a task force of the Association or the BCTF, shall be entitled to leaves of absence from teaching duties in order to carry out the business of the position.

14. The Board and the Association agree to schedule a full day's in-service for local staff representatives and Administrative Officers at the first reasonable opportunity following the ratification of a new collective agreement. This in-service will aim to inform

participants about critical areas of the collective agreement with a view to encouraging shared perspectives and a collaborative spirit in its application and interpretation.

The Board and the Association further agree to equally share the reasonable expenses of local staff representatives who attend this in-service.

15. For leave under Article G.6.13 and local Staff Representatives granted leave under Article G.6.9, leave of absence, with pay, shall be granted, subject to the payment by the Association, or the BCTF of the full cost of the teacher-on-call.

16. If an Association member is appointed to a full-time position with the B.C. Teachers' Federation, leave of absence, without pay, shall be granted for the duration of that member's appointment. When the position is in an educational capacity, the employee shall receive experience credit for such leave.

17. Association members returning from such appointments must inform the Board by May 31st for the following September, and shall be assigned to a position similar to the one they left or one that is mutually acceptable.

18. It is agreed that leaves of absence granted for collective bargaining purposes or to attend to grievance matters shall not be included in the total number of total number of days of leave of absence in Article G.6.19.

Short-Term Leaves of Absence

19. Short-term leaves of absence for professional or Association purposes may be granted by the Superintendent on the following basis:

    a. All leaves of absence must be requested in writing by the appropriate authority, such as the Canadian Teachers' Federation.
    b. Leave of absence for an individual shall be approved to a maximum of ten (10) days in any school year for leave not granted under Article G.6.9.
    c. The organization requesting services shall be responsible for actual teacher teaching-on-call and traveling expenses.

20. The total of number of days of leave of absence granted pursuant to Article G.30.5, Article G.30.6 and Article G.6.19 shall not exceed fifteen (15) days in any school year.

21. Assignment After Short-Term Leave

    a. A teacher returning from short-term leave within a school year shall be reassigned to the same position held prior to the leave.

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 set out in this Article to teachers who are unable to work due to injury or illness of the teacher.

2. Sick leave is earned at the rate of one and one-half (1-1/2) days for each month taught by the teacher in the service of the Board.

3. Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.

4. Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.

5. There is no maximum to the number of days of sick leave that may be accumulated.

6. Fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. The amount paid to a teacher for sick leave advanced but not earned during a year shall be repaid by the teacher to the Board progressively throughout the school year pursuant to Article G.20.2 of this Agreement.

7. 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.

8. Each teacher shall receive on or before October 1st an annual accounting of their accumulated sick leave.

9. 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. Should the teacher fail to meet this obligation, the Association shall be responsible.

10. The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed 120 days.

11. After consultation between a teacher and the Superintendent, the teacher may be required to provide an acceptable medical certificate in relation to any absence due to illness.

12. Where a teacher is in receipt of Workers' Compensation and at the same time is entitled to sick leave, the Board shall fractionally increase the teacher's benefits to full pay and shall debit the teacher's sick leave credit with the same fraction of full days.

13. a. If a teacher resigns or is laid off 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 or layoff, except for unused sick leave that was previously ported from SD No. 72 to another district, pursuant to Article G.1 (Portability of Sick Leave).

    b. Pursuant to Article G.1 (Portability of Sick Leave) an employee who is rehired to SD No. 72 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.

[See Article G.1 (Portability of Sick Leave) for porting of sick leave to/from other school districts.]

ARTICLE G.21 MATERNITY LEAVE

1. Regular Maternity Leave

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

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

ii. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the Spring Break.

iii. before and after the birth of their child.

2. Once a teacher's pregnancy is confirmed, they should inform their Principal so that matters associated with their leave can be discussed with the Superintendent.

3. Should a teacher's personal circumstances change, the teacher may request an early return from leave and may resume teaching as soon as a suitable and mutually acceptable position becomes available.

ARTICLE G.22 SUPPLEMENTAL EMPLOYMENT BENEFIT PLANS

1. Supplemental Employment Benefit Plan for Maternity

a. The Board shall enter into a supplemental employment benefit plan registered with Employment Insurance for teachers on short-term maternity leave pursuant to Article G.21.1 (Maternity Leave). When the plan is approved and registered with Employment Insurance, the remainder of this Article G.21.2 shall become effective.

b. When a pregnant employee is granted short-term maternity leave pursuant to Article G.21.1 (Maternity Leave), the employee shall be eligible for supplemental employment benefits, provided that:

i. the employee is eligible pursuant to the substitute plan registered with Employment Insurance; and

ii. the employee applies for Employment Insurance benefits for the short-term maternity leave; and

iii. the employee receives confirmation from Employment Insurance that they will receive Employment Insurance benefits for the period of the short-term maternity leave.

c. For employees eligible for supplemental employment benefits in accordance with this Article, the benefits shall be as follows:

i. the Board shall pay the teacher 95% of their current salary for the first two (2) weeks of the leave; and

ii. provided that the employee receives Employment Insurance benefits, the Board shall pay the difference between 75% of their current salary and the amount of the Employment Insurance benefits for up to a further fifteen (15) weeks.

2. Supplemental Employment Benefit Plan for Adoptive Mothers

a. The Board and the Association shall enter into a Supplementary Employment Benefits (SEB) Plan.

b. Benefits under this plan shall not be payable until the SEB Plan is registered with Employment Insurance (EI).

c. Benefits under the SEB Plan shall only be payable to adoptive mothers who have applied for EI parental benefits.

d. For employees eligible for supplemental employment benefits in accordance with this Article, the benefits shall be as follows:

i. the Board shall pay the teacher 95% of their current salary for the first two (2) weeks of the leave; and

ii. provided that the employee receives Employment Insurance benefits, the Board shall pay the difference between 75% of their current salary and the amount of the Employment Insurance benefits for up to a further ten (10) weeks.

3. For the purposes of Article G.22.1 and G.22.2 of this Agreement, it is the intent that an individual teacher is only eligible to apply for one (1) Supplemental Employment Benefit Plan per child.

ARTICLE G.23 PARENTAL/ADOPTIVE LEAVE

1. A teacher may apply for extended maternity/adoptive leave in accordance with Article G.23 (Parental/Adoptive Leave) of this Agreement.

2. A parental leave (inclusive of adoptive leave) shall be granted upon request:

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

b. for a stated period of time equal to or longer than the period in Article G.23.2.a of this Agreement, so that the return to duty will coincide with the earlier of the following term or semester, or the Spring Break.

3. In the case of adoption, paid leave shall be granted up to five (5) school days to either parent or both, if both are employees of the Board, for mandatory interviews or travel time to receive the child. All rights guaranteed under the Employment Standards Act shall apply.

4. On the birth of a child, or in the case of adoption or legal guardianship, either parent or both, if both are employed by the Board, shall be granted one (1) day leave with pay, subject to leave being taken within six (6) days of the release of that child to the parent(s)' care, and any further days with or without pay, subject to the approval of the Superintendent.

5. A teacher may request a leave of absence for parental/adoption purposes for up to two (2) school years and, depending on extenuating family circumstances, may be granted an additional year at the discretion of the Board on the condition that such leave end on June 30th.

[See also PCA Article G.2 Compassionate Care Leave for leaves in excess of five days.]

ARTICLE G.24 JURY DUTY AND APPEARANCE IN LEGAL PROCEEDINGS

1. Leave of absence for jury duty, jury selection or when a teacher is subpoenaed as a witness in a criminal or civil proceeding shall be granted without loss of pay. Witness or jury duty fees when received shall be paid to the Board.

2. Where a teacher is required to attend court as a defendant or plaintiff, the teacher shall be granted leave of absence, with pay, but the teacher shall pay teacher-teaching-on-call costs for such purposes.

3. Where a teacher is required to attend court as a co-defendant with the Board, the teacher shall be granted leave of absence with pay for such purpose.

ARTICLE G.25 COMPASSIONATE LEAVE

1. Leave of absence for critical illness in the family, without any loss of pay, shall be granted, at the discretion of the Superintendent, for a maximum of five (5) school days, depending on the circumstances and the distance involved. For the purpose of Article G.25.1 of this Agreement, family shall be defined as being spouse, common-in-law spouse, child, parents, sister, brother, father-in-law, mother-in-law and grandparent.

2. Additional days of leave of absence may be granted, at the discretion of the Superintendent, with or without pay, when there is a critical illness in the teacher's immediate family which, for the purposes of Article G.25.2 of this Agreement, shall be defined as parents, spouse and children.

ARTICLE G.26 DISCRETIONARY LEAVE

The Superintendent shall grant a teacher leave with pay up to a maximum of two (2) days per school year, with costs of the teacher-teaching-on-call to be covered by the teacher, subject to the efficient operation of the school.

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

ARTICLE G.27 ELECTED OFFICE AND COMMUNITY SERVICE

1. The teacher shall be granted a discretionary leave of up to twenty (20) days without pay but with the continuation of benefits when, as a candidate, they are contesting a municipal, regional, provincial or federal election.

2. A long-term leave of absence shall be granted without pay or benefits on request to a teacher should they be elected as a result of such candidacy.

3. The Superintendent or designate shall grant leave of absence with costs of teacher-teaching-on-call to be covered by the teacher, 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.

ARTICLE G.28 DEFERRED SALARY LEAVE PLAN

The Board agrees to continue its Deferred Salary Leave Plan policy for the duration of this Agreement, subject to any applicable federal or provincial legislation.

ARTICLE G.29 OTHER PERSONAL REASONS FOR LEAVE

1. Competitions

a. The Board shall approve leave of absence, with pay, for teachers and Associated Professionals who have been selected by appropriate governing bodies of the competition, as officials or competitors for legitimate competitions at the international or national level.

b. Leave granted under this provision shall be limited to three school days in any one school year with additional leave (with or without pay), at the discretion of the Superintendent.

2. Other

a. Leaves for other personal reasons shall be considered on an individual basis.

ARTICLE G.30 SHORT-TERM LEAVES OF ABSENCE

1. Short-term leave of absence shall mean a leave of absence for less than five (5) school months.

2. A request for leave of absence should be submitted in writing to the Principal of the school who shall forward it to the Superintendent.

3. Application forms should be filed at least three (3) weeks before the effective date of the leave. If circumstances do not permit this, application should be filed as soon as possible, but in any event, before the leave is taken.

4. A teacher requesting leave of absence shall be advised in writing of the disposition of the request, with a copy to the Principal.

5. Short-term leaves of absence for professional or Association purposes may be granted by the Superintendent on the following basis:

    a. All leaves of absence must be requested in writing by the appropriate authority, such as:

        i. Ministry of Education,

        ii. Another school district.

    b. Leave of absence for an individual shall be approved to a maximum of ten (10) days in any school year.

    c. The organization requesting services shall be responsible for actual teacher-teaching-on-call and traveling expenses.

6. Writing Examinations/Summer Courses

    a. Leave of absence to write approved examinations or leave of absence to attend convocation at which the teacher is to receive a degree shall be granted up to one (1) full day without loss of pay.

    b. Leave of absence after June 15th shall be granted to teachers to take approved summer courses where attendance is required before June 30th. Length of leave and amount of payment of salary shall, in each case, be determined by the Board.

7. The total of number of days of leave of absence granted pursuant to Article G.30.5, Article G.30.6 and Article G.6.19 shall not exceed fifteen (15) days in any school year.

8. Assignment After Short-Term Leave

    a. A teacher returning from short-term leave within a school year shall be re-assigned to the same position held prior to the leave.

ARTICLE G.31 LONG-TERM LEAVES OF ABSENCE

1. Long-term leave of absence shall be defined as leave of five (5) school months or more.

2. The commencement and termination of a long-term leave of absence shall be determined by the Superintendent in consultation with the teacher concerned.

3. Any long-term leave of absence granted pursuant to Article G.31 of this Agreement shall be with or without pay at the discretion of the Board.

4. Long-term leave of absence may be granted for professional reasons, which include:

   a. attendance at a university;

   b. Department of National Defense posting;

   c. service with a post secondary institution;

   d. secondment to the Ministry of Education.

5. The following conditions apply to the applications for and the granting of long-term leaves of absence:

   a. The teacher has given at least five (5) years service to the Board or, in the event that a teacher has been granted long-term leave of absence, five (5) years of service has elapsed since the completion of the long-term leave that had been granted.

   b. The number of persons given long-term leave of absence in any one (1) school year shall be at the discretion of the Board. However, normally no more than ten percent (10%) of the teaching staff may be given long-term leave of absence in any one (1) school year.

   c. After the expiration of the period of leave of absence, the teacher granted long-term leave of absence shall be placed in an appropriate assignment, subject to Article E.20.3 of this Agreement.

   d. Applications for long-term leave of absence which are requested for the commencement of a school year shall be submitted before March 15th of that year.

   e. A teacher intending to return from long-term leave shall notify the Board no later than March 15th of that year of the intention to return from leave of absence.

   f. Teachers requesting long-term leaves of absence scheduled to commence at a time other than the beginning of the school year shall notify the Board of such a request at least five (5) months prior to the intended commencement of the leave.

g. The deadline for a teacher to notify the Board of the teacher's intention to return from a leave at a time other than the beginning of a school year shall be at least five (5) months prior to the intended return of the teacher from the leave of absence.

h. Proposed long-term leaves of absence extending into a second school year, shall be submitted to the Superintendent who shall present the request to the Board for its consideration.

SIGNATURES

Signed at Vancouver, British Columbia, this 12th day of November, 2026.

Geoff Manning, Superintendent
School District No. 72 (Campbell River)

Debra Coombes, President
Campbell River District Association

Justin Rempel, Executive Director
Strategic Negotiations
British Columbia Public School
Employers' Association

Carole Gordon, President
British Columbia Teachers' Federation

Local Letters of Understanding

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Note:

Local Letter of Understanding No. 1 Payroll Savings Plan is applicable for the 2006-2011 Collective Agreement.

Local Letter of Understanding No. 2 re Professional Development and Local Letter of Understanding No. 3 re Teacher Teaching on Call – Joint Working Committee are applicable for the 1992-1994 Collective Agreement.

LOCAL LETTER OF UNDERSTANDING NO. 1

BETWEEN

B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION ("BCPSEA")

And

SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

And

BRITISH COLUMBIA TEACHER'S FEDERATION ("BCTF")

And

CAMPBELL RIVER DISTRICT TEACHERS' ASSOCIATION ("CRDTA")

Re: Payroll Savings Plan

The parties agree that the following will be the Payroll Savings Plan for teachers in School District No. 72 (Campbell River).

1) The board will provide teachers the option of participating in a Payroll Savings Plan. To be eligible for the Payroll Savings Plan teachers shall:
   a) Be on a continuing appointment, or a limited duration contract from September to June of a complete school year.
   b) Notify the Board through its Payroll Department, in writing using the prescribed form, no later than September 10th that they wish to participate in the plan. For initial enrolment in ensuing years, notification must be received no later that 4:30 p.m. on the Friday following the first day of school in September.
   c) Notify the Board through its Payroll Department, in writing by June 30th if they do not wish to continue in the Payroll Savings Plan the following year.
2) Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows:
   a) For September to June:
      i. Monthly Payroll Savings Plan contribution calculated as a percent of net pay, from each pay period. The Payroll Savings Plan contribution will be deposited into a separate account for each teacher participating in the plan in accordance with the Terms and Conditions of the Royal Bank of Canada's Trusteed Deposit Services Agreement.
      ii. Mid-Month advance calculated as approximately 40% of the anticipated net pay for that month less the Payroll Savings Plan contribution described in (i) above.

iii. Month-end payment of the teacher's regular salary less the Payroll Savings Plan contribution described in (i) above.

b) For July and August:

i. The amount held in each teacher's account with the Royal Bank of Canada's Trusteed Deposit Services, including all interest earned to June 30 will be paid by the Bank in four equal payments, to the employee's primary bank account on file in the Payroll Department records. The four equal payments will occur on July 15th and 31st, and August 15th and 31st. If any of these four days are non-banking days, the payment will be made on the last banking day preceding these dates.

ii. The interest earned in July and August will be retained by the Board to cover administrative costs.

3) Employees electing to participate in the Payroll Saving Plan may not withdraw or suspend deductions unless they have resigned from the District, been granted a leave of absence for the remainder of the school year or been terminated. Other withdrawals from the plan would be in accordance with 1(c).

4) The board will make teachers aware of the Payroll Savings Plan option when they sign their contract at the Central Administration office on the date of their hire.

THIS LETTER SHALL BE IN EFFECT FROM JULY 1, 2006 TO JUNE 30, 2011 AT WHICH TIME IT WILL EXPIRE UNLESS RENEWED BY MUTUAL AGREEMENT OF ALL PARTIES CONCERNED.

FOR THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

_____

FOR THE CAMPBELL RIVER DISTRICT TEACHERS' ASSOCIATION

_____

FOR BRITISH COLUMBIA TEACHERS' FEDERATION

_____

FOR B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

_____

LOCAL LETTER OF UNDERSTANDING NO. 2

THIS LETTER OF UNDERSTANDING made and entered into this 23rd day of February, 1993.

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

(hereinafter referred to as the "Board")

AND:
THE CAMPBELL RIVER DISTRICT TEACHERS' ASSOCIATION

(hereinafter referred to as the "Association")

Professional Development

The Board and the Association agree that professional development shall be targeted as a key strategic direction for district improvement. It is further agreed that this direction shall be framed in such a way that Article 14.1. and the recommendations of the Final Report of the System Review shall receive careful consideration with a view to establishing their appropriateness for School District 72.

It is also agreed that the role of mentoring in new teacher induction be factored into this analysis.

SIGNED AT CAMPBELL RIVER B.C. THIS 23RD DAY OF FEBRUARY, 1993.

FOR THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

"Harper Baikie"

"Murray Ruehlen"

FOR THE CAMPBELL RIVER DISTRICT TEACHERS' ASSOCIATION

"John Frishholz"

"Ned Alexander"

LOCAL LETTER OF UNDERSTANDING NO. 3

THIS LETTER OF UNDERSTANDING made and entered into this 23rd day of February, 1993.

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

(hereinafter referred to as the "Board")
AND:

THE CAMPBELL RIVER DISTRICT TEACHERS' ASSOCIATION

(hereinafter referred to as the "Association")

Teacher on Call – Joint Working Committee

IT IS AGREED THAT:

Within one month after the signing of this collective agreement, the Board and the Association agree to establish a joint working committee to discuss and explore the following with a view to making recommendations to the Board and the Association to incorporate language into the collective agreement:

(a) evaluation of teachers-on-call;
(b) the availability of teachers-on-call by specialty and general area;
(c) duties of teachers-on-call;
(d) teachers-on-call employment practices;
(e) the feasibility of creating a district teachers-on-call position.

SIGNED AT CAMPBELL RIVER B.C. THIS 23RD DAY OF FEBRUARY, 1993.

FOR THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 72 (CAMPBELL RIVER)

"Harper Baikie"
"Murray Ruehlen"

FOR THE CAMPBELL RIVER DISTRICT TEACHERS' ASSOCIATION

"John Frishholz"
"Ned Alexander"

MEMORANDUM OF AGREEMENT

BETWEEN: British Columbia Public School Employers' Association

AND:

School District No. 72 Campbell River

AND:

British Columbia Teachers' Federation

AND:

Campbell River and District Teachers' Association

Re: Middle School Program (Article D.5)

This Memorandum of Agreement applies specifically to SD No. 72 and is without prejudice to the operation of middle school programs in other School Districts. This Memorandum of Agreement is intended to continue to practices originally codified for Grades 7, 8 and 9 and apply them to the newly configured Middle School Program organization to include 6, 7, and 8.

The parties hereby agree to the following amendments to the Collective Agreement:

1. Article D.21 Duration of School Day shall be amended to include the following new clause:

D.21.2 ***A Middle School teacher shall not be required to offer instruction beyond an interval of six (6) hours and thirty (30) minutes, inclusive of:***

(a) ***instructional time not to exceed five (5) hours and thirty (30) minutes, inclusive of homeroom and time for students to change classrooms;***

(b) ***a regular noon intermission;***

(c) ***preparation time in accordance with Article D.4 of this Agreement.***

2. Article D.4 Preparation Time shall be amended to include the following new clause:

D.4.6 ***Middle School Teachers***

(a) ***In the case of a middle school classroom teacher, time shall be designated for preparation and shall not be less than three (3) class periods per week with a***

minimum of one hundred sixty-five (165) minutes per week averaged through the school year, or the proportion of that time equal to the proportion of the Teacher's Full-Time Equivalent assignment.

(b) ***Where no preparation time is scheduled for a part-time middle school teacher as part of the normal assignment, that teacher's salary shall be increased by 12.5% of the gross amount paid to that teacher.***

3. Article D.4 Preparation Time shall be amended as follows:

D.4.8 Supplementary Preparation Time

(a) The Board shall budget the sum of $279,645 per annum to provide supplementary preparation time for elementary teachers. The sum shall be increased annually by the same percentage as the salary schedule.

(b) **The fund will be reduced pro-rata for the number of grade 6 and 7 teachers at middle schools. The calculation of grade 6 and 7 teachers will be the number of students in grade 6 and 7 as at September 30 divided by 26 to arrive at the FTE teachers.**

(c) The fund shall be allocated on a per teacher basis among elementary schools. For purposes of allocating supplemental preparation days, calculating the amount of each school fund, the following full-time equivalent positions shall be included in the calculation.

- regular classroom teachers
- teacher-librarians
- learning assistance teachers
- special education teachers

(d) The application of this fund shall be determined by individual school staff committees.

(e) Plans for the application of this fund shall be submitted to the superintendent for approval, by September 30th of each school year.

The terms of this Memorandum of Agreement have been determined pursuant to and satisfy the requirements of Letter of Intent No. 1 Middle Schools. They shall be incorporated into the Collective Agreement at the next printing of the Working Document.

DATE of Signing: June 26th, 2012

For the BCPSEA

For the BCTF

For School District 72

For the CRDTA

Provincial Letters of Understanding

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"	"Renzo Del Negro"
For BCTF	For BCPSEA

Appendix 1
PROVINCIAL MATTERS

Appendix 1 – Provincial Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

3. *Summer School Payments*
4. *Salary – Payment for Additional Days*
5. *Not Regular School Days*

14. Payment of Teacher Regulation Branch and other professional fees
15. Benefits – general information and benefits management committee
16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

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

January 22, 2021 - Provincial Matters

Appendix 2
LOCAL MATTERS

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

"R. Worley"

British Columbia Public School Employers' Association

"K. Halliday"

LETTER OF UNDERSTANDING No. 2

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Agreed Understanding of the Term Teacher Teaching on Call

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

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

Signed this 25th day of June, 2012

Original signed by:

Jacquie Griffiths For BCPSEA	Susan Lambert For BCTF

LETTER OF UNDERSTANDING No. 3. a

Between

THE BRITISH COLUMBIA TEACHERS' FEDERATION
(BCTF)
And

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(BCPSEA)

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

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

Not Applicable in School District No. 72 (Campbell River).

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. 72 (Campbell River).

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

1. They will encourage local boards of education and the local teacher unions to make application to the Human Rights Tribunal under section 42 of the *Human Rights Code* to obtain approval for a "special program" that would serve to attract and retain Aboriginal employees.

2. The parties will encourage local boards of education and local teacher unions to include layoff protections for Aboriginal employees in applications to the Human Rights Tribunal.

3. The parties will assist local boards of education and the local teacher unions as requested in the application for and implementation of a "special program" consistent with this Letter of Understanding.

Signed this 26th day of March, 2020

Original signed by:

Alan Chell For BCPSEA	Teri Mooring For BCTF

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of

Effective July 1, 2019	$ 2,570
Effective July 1, 2020	$ 2,622
Effective July 1, 2021	$ 2,674

upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.

b. All employees identified will receive the annual recruitment allowance of

Effective July 1, 2019	$ 2,570
Effective July 1, 2020	$ 2,622
Effective July 1, 2021	$ 2,674

as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.

c. The allowance will be paid as a monthly allowance.

Signed this 13th day of June, 2012

Revised: March 26, 2020

Original signed by:

Jacquie Griffiths For BCPSEA	Susan Lambert For BCTF

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

Schedule A - List of Approved School Districts or Schools

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

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

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

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.

3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
    - A combined total of up to 20 years of seniority can be ported.
    - No more than 1 year of seniority can be credited for any single school year.

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell For BCPSEA	Teri Mooring For BCTF

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

LETTER OF UNDERSTANDING No. 7

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates their employment from the porting district or receives a full leave of absence from the porting district.

2. The requirement for the teacher to initiate the sick leave verification process (90 days from the initial date of hire) and the seniority verification process (within 90 days of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.

3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports), for the purpose of porting , the teacher will be limited to a maximum of 1 years seniority for each year.

4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.

5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell For BCPSEA	Teri Mooring For BCTF

Revised with housekeeping March 26, 2020

LETTER OF UNDERSTANDING No. 8

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

1. Laid off teacher holding recall rights in one school district may port up to twenty (20) years of seniority to a second school district when they secure a continuing appointment in that second school district.

2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in their previous district.

3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.

4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.

5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.

6. Consistent with Irene Holden's previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

Alan Chell For BCPSEA	Teri Mooring For BCTF
March 26, 2020 Date	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.g 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 30th 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. 72 (Campbell River).

LETTER OF UNDERSTANDING NO. 11

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

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

Example:

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

Original signed by:

Renzo Del Negro	Jim Iker
_____	_____
BCPSEA	BCTF
April 22, 2015	
_____	
Date	

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

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

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

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

_____ _____
Teacher Signature Date signed

_____ _____
District Receipt Confirmed Date of Receipt

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

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

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

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

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

_____ _____
Teacher Signature Date signed

_____ _____
District Receipt Confirmed Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no later than November 15th of the proceeding school year for a transfer for TTOC experience credits earned up to and including November 15th to take effect on December 31st of the following 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 minutes) x (P) x (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'	British Columbia Teachers Federation
Alan Chell	*Teri Mooring*
Alan Chell, BCPSEA Board Chair	Teri Mooring, President

LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Section 53 – Joint Consultation and Adjustment Opportunities

1. The parties acknowledge that the collective bargaining process for the renewal of the current collective agreement fell short of achieving their goals and objectives for their respective members.

2. During the collective bargaining / mediation process it was felt that there needs to be an avenue to discuss and find resolution to workplace issues that will assist them in the next round of collective bargaining. Issues discussed during bargaining were bargaining structure, application of Best Efforts, Preparation Time and resolution of outstanding grievances where possible to assist them in the next round of Collective Bargaining.

3. The committees set out in points 4, 5 and 6 below shall enter into a Section 53 process within four (4) months, or another period as mutually agreed to by the parties, following the commencement of the 2020-2021 school year.

4. A tripartite committee consisting of representatives from BCPSEA, BCTF and government will meet to discuss bargaining structures during the Section 53 process.

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

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

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers' Association	British Columbia Teachers Federation
Alan Chell	*Teri Mooring*
Alan Chell, BCPSEA Board Chair	Teri Mooring, President

LETTER OF UNDERSTANDING NO. 14

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

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

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

LETTER OF UNDERSTANDING NO. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Maternity/Pregnancy Supplemental Employment Benefits

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

Discussions will take place prior to June 30, 2020.

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers' Association	British Columbia Teachers Federation
Alan Chell	*Teri Mooring*
Alan Chell, BCPSEA Board Chair	Teri Mooring, President

LETTER OF UNDERSTANDING NO. 16

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Early Career Mentorship

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

LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Potential Grievance Resolution

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

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