

**WORKING DOCUMENT**  
**PROVINCIAL COLLECTIVE AGREEMENT**

July 1, 2022 – June 30, 2025

**BETWEEN:**

**B.C. Public School Employers' Association  
(BCPSEA)**

As bargaining agent for all school boards  
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)*

In

School District No 73  
(Kamloops-Thompson)

The Board of Education of School District No. 73 (Kamloops-  
Thompson)  
(The “Employer”)

And

The Kamloops Thompson Teachers' Association/Union  
(The Local)

**Acknowledgement of Traditional Territories**

The employer and the union acknowledge that the Province of British Columbia is situated on the traditional territories of many First Nations, each with their own unique traditions and history. We commit to building respectful, productive, and meaningful relationships with First Nations, Métis, and Inuit groups.

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## 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, 2019, to June 30, 2022, including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2022, to June 30, 2025. 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, 2025, 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 Board of Education for School District No. 73 (Kamloops-Thompson) recognizes the Kamloops Thompson Teachers' Association as the teachers' union for the negotiation in S.D. No. 73 (Kamloops-Thompson) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in S.D. No. 73 (Kamloops-Thompson) subject to *PELRA* and the Provincial Matters Agreement.
3.     The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by Collective Agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

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

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

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

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



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

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

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee and the local shall appoint the representatives. The local will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment of a representative, the superintendent or designate, and the president or designate of the local may meet and discuss the matter.
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher Teaching on Call (TTOC) costs shall be borne by the employer.
4. When a TTOC is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the TTOC shall be paid pursuant to the provisions in each district respecting TTOC 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 seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

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

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

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

- 1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
- 2.
  - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
  - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.

3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

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

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

#### **ARTICLE A.18 PREAMBLE**

The parties recognize that the purpose of the Local Matters Agreement is to promote and support in a fair, reasonable, and non-discriminatory manner, harmonious relations between School District No. 73 (Kamloops-Thompson), hereinafter called the Board and the Kamloops Thompson Teachers' Association, hereinafter called the Association.

#### **ARTICLE A.19 TEACHER REGULATION BRANCH**

The Employer agrees to deduct and remit the annual fees to the Teacher Regulation Branch as required by the School Act.

#### **ARTICLE A.20 NEGOTIATING TEAM LEAVE**

Paid leave will be granted to each employee on the Teacher's Negotiating Committee to a maximum of four (4) members to meet with the Employer during negotiations. Subject to at least three (3) days' notice, additional days required by the committee will be granted, on the understanding that the Board will be reimbursed the Teacher Teaching on Call rate as specified in Article B.2 for each day of leave.

## **ARTICLE A.21        ARBITRATION LEAVE**

If a currently employed teacher is required to attend a grievance or arbitration as a witness in a dispute involving School District No. 73, such time will be granted with no loss of pay.

## **ARTICLE A.22        RIGHT TO REPRESENTATION**

1.     A representative of the Association must be present at any meeting between an Association member and an Administrator if the meeting is for the purpose of officially warning, suspending, or terminating the Association member.
2.     No teacher shall be denied the right to representation should they request it during a meeting with an Administrator.
3.     In any event, no teacher shall be denied representation in any meeting with an Administrator, should they so request it.

## **ARTICLE A.23        EXCLUSION FROM THE BARGAINING UNIT**

1.     Any position that is currently included in the bargaining unit shall remain in the bargaining unit unless excluded by mutual agreement. New positions may be excluded from the bargaining unit with the mutual agreement of both parties.
2.     Exclusions shall be determined on the basis that the primary functions of the positions involve responsibility for the supervision and evaluation of teachers.
3.     The Board shall notify the Association of any new position that it wishes to exclude from the bargaining unit and provide the Association with a written job description of the position prior to posting.

## **ARTICLE A.24        CERTIFIED EDUCATION ASSISTANTS**

Both parties agree that teachers have the primary responsibility for the teaching, designing programs, supervising, assessing and evaluating students and educational programs and that Certified Education Assistants shall:

1.     only be employed to assist teachers to carry out their professional duties and responsibilities;
2.     be under the direction of the teacher(s) to whom they are assigned;
3.     be under the general supervision of the Administrator;
4.     not be used as alternatives for qualified professional personnel including classroom teachers, librarians, counsellors and Teachers Teaching on Call.



## **ARTICLE A.25 NO CONTRACTING OUT**

All work normally performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.

Except as agreed upon 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.

Nothing in this clause shall impede the Board's ability to assign teaching duties to Administrators.

## **ARTICLE A.26 MANAGEMENT RIGHTS**

The Union recognizes the right and responsibility of the Board, subject to the provisions of this agreement or applicable legislation, to manage and operate the school district, and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board.

## **ARTICLE A.27 NO OTHER AGREEMENT**

No employee shall be required or permitted to make any written or verbal agreement with the Board or their representative that conflicts with the terms of the Collective Agreement.

## **ARTICLE A.28 ACCESS TO FACILITIES**

The Association will be permitted to:

1. use school facilities and equipment to transact Association business at no cost to the Board;
2. post notice on Association bulletin boards in school staff rooms;
3. have access to the district mail service and electronic mail service.

## **ARTICLE A.29 ACCESS TO INFORMATION**

The Board, upon request by the Association, agrees to furnish to the Association or its designated representative the following:

1. financial information including annual financial reports, audits and school district budgets as approved by the Board as public information. Other specific financial information requested if approved by the Board for release to the Association.
2. professional employee information including a list of employees, showing their names, addresses, phone numbers, grid placement, seniority and staff assignments;

3. notification of job postings, transfers, hirings, resignations, retirements, employee deaths, suspensions and terminations;
4. agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board;
5. other information that can facilitate the grievance processes;
6. school budgets will be made available and posted in the school by September 30th of each year.

#### **ARTICLE A.30 PICKET LINE PROTECTION**

A teacher who refuses to cross a picket line legally established under the provisions of the Labour Relations Board shall be deducted one day's pay for each day absent, but the Board agrees that no disciplinary action shall be taken as a result of the teacher's decision. For the purpose of this article, a picket line will be considered legal until declared illegal by the Labour Relations Board.

#### **ARTICLE A.31 SCHOOL STAFF COMMITTEE**

Each school staff shall be entitled to develop a school Staff Committee for the purpose of fostering communication and collegiality amongst teachers and the school administration.

The purpose of this committee is to discuss matters of educational concern and to make recommendations that would rectify the concern(s) within the resources available. Concerns that cannot be rectified at the school level will be forwarded to the appropriate Assistant Superintendent for further consideration.

All decisions and recommendations of the Staff Committee shall be consistent with the terms and conditions of this agreement.

#### **ARTICLE A.32 LABOUR DISPUTE**

1. In the event of a strike or lockout this agreement shall terminate immediately. Should the parties be legislated back to work the terms of this agreement shall be reinstated.
2. During the period of a lockout or strike the Board shall continue all benefits, including the teacher's share of the costs where applicable. Such costs will be recovered from the KTTA. Other terms and conditions of the agreement shall be suspended during a strike or lockout but will continue in full force thereafter until a new agreement is implemented.
3. There shall be no strike or lockout during the term of this agreement.
4. The operation of Section 50(2) of the Labour Relations Code is specifically excluded from this agreement.

## **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, 2022
    - i. \$427 to each step of the salary grid; and
    - ii. 3.24%
  - b. Effective July 1, 2023
    - i. by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2022 (Cost of Living Adjustment) to a minimum of 5.5% and a maximum of 6.75%, calculated as per B.1.9
  - c. Effective July 1, 2024
    - i. by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2023 (Cost of Living Adjustment) to a minimum of 2.0% and a maximum of 3.0%, calculated as per B.1.9
2. Where collective bargaining is concluded after June 30, 2022, retroactivity of general wage increases will be applied as follows:
  - a. Teachers employed on the date of ratification and who were employed on July 1, 2022 shall receive retroactive payment of wages to July 1, 2022.
  - b. Teachers hired after July 1, 2022 and who were employed on the date of ratification, shall have their retroactive pay pro-rated from their date of hire to the date of ratification.
  - c. Teachers who retired between July 1, 2022 and the date of ratification, shall have their retroactive pay pro-rated from July 1, 2022 to their date of retirement.
3. The following allowances shall be adjusted in accordance with the percentage increases in B.1.1 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 percentage increases in B.1.1 above:
  - a. Per Diems
  - b. Housing
  - c. Pro D (unless formula-linked to the grid)
  - d. Clothing
  - e. Classroom Supplies
5. Effective July 1, 2022, each local salary grid shall be restructured to eliminate the first step of each grid.
6. Effective July 1, 2023, the local salary grids are amended to provide a 0.3% increase to the top step of the salary grid.
7. Effective July 1, 2024, the local salary grids are amended to provide a 0.11% increase to the top step of the salary grid.
8. 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.
9. **2023 and 2024 Cost of Living Adjustments (COLA)**

The provincial parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in B.1.1 means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12 months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

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

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a Teacher Teaching on Call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.

3. A TTOC shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee they are replacing is entitled to claim.
4. TTOCs shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. **Rate of Pay:**  
An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

**Local Provisions:**

7. Certified Teachers Teaching on Call shall be paid semi-monthly, a daily rate based upon the teacher's daily rate as set out in B.2.6.
8. Non-certificated Teachers Teaching on Call (substitutes) shall be paid a daily rate, per the following grid:

<b>Date</b>	<b>Salary</b>
<b>Effective July 1, 2022</b>	\$ 142.28
<b>Effective July 1, 2023</b>	\$ 151.88
<b>Effective July 1, 2024</b>	\$ 156.43

9.
  - a. Teachers Teaching on Call who are on scale and who are sick for two (2) days or less while in the assignment shall be entitled to return to said assignment without requalifying for scale placement.
  - b. In the event that a Teacher Teaching on Call's assignment is interrupted by the return of a teacher who subsequently is absent within two (2) working days, the Teacher Teaching on Call shall be reassigned if available, and the assignment shall proceed as if it had not been broken for scale qualification.
  - c. Teachers Teaching on Call whose assignment is interrupted by:
    - i. legal strike or lockout;
    - ii. absence for Union leave purposes;
    - iii. or jury duty;

shall be offered the same assignment if available and the assignment shall proceed as if it had not been broken.

- d. A Teacher Teaching on Call shall receive a minimum of one-half day's pay per call out.
  - e. For Teacher Teaching on Call pay purposes, a half day is determined by the beginning of the teacher's lunch break.
  - f. Teachers Teaching on Call, when a school based non-instructional day occurs:
    - i. may participate in the non-instructional day with the Administrative Officer's approval;
    - ii. shall not be required to requalify for scale placement as a result of a school based non-instructional day.
  - g. TTOCs are paid based on time accumulated in the dispatch system for the pay period.
10. Sick Leave
- Teachers Teaching on Call who obtain a temporary contract as provided for in Article E.12 shall receive accrued sick leave entitlements from the first day in the uninterrupted assignment for future use. Sick leave use is only permitted while being paid on scale.
11. Specialized Teachers Teaching on Call
- In the event that a Teacher Teaching on Call or substitute is replacing a home-hospital teacher, they shall be subject to the same hours of work as the teacher they are replacing.

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

(Not applicable in School District No. 73).

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

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

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

1. In this Article:
  - a. “the BCTF Plan” means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b. “alternative plan” means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days’ written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.

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

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

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

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

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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



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

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including their interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
8. Interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

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

Article B.9 is not applicable in School District No. 73 (Kamloops-Thompson). See B.9.4 below

Local Provisions:

4. Teachers shall be paid annual salaries in twenty (20) equal semi-monthly installments, from September to June. Installments will be paid on the last teaching day prior to the 15<sup>th</sup> and the end of the month for the months of September through June inclusive.

## **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, 2022** \$0.60/kilometre

**Effective July 1, 2023** \$0.64/kilometre

**Effective July 1, 2024** \$0.66/kilometre

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by \$0.05/kilometre for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
4. Article B.10.4 is not applicable in School District No. 73 (Kamloops-Thompson).

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

### **Local Provisions:**

5.
  - a. Teachers Teaching on Call who live within the City of Kamloops and are assigned to one of the following locations (Barriere, Chase, Heffley Creek, Logan Lake, Pinantan, Savona, Sun Peaks, Westwold) shall be paid \$25.00 return trip in lieu of mileage.
  - b. This allowance would apply in other incidences as agreed between the Board and the Association i.e. Barriere to Brennan Creek, Chase to Westwold.

## **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 percent (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 Benefits

- a. The Board shall provide each employee with an application or enrolment form for participation in the medical, dental, extended health, and group life insurance benefit plans. In the event an employee does not wish to participate in any particular benefit plan where opting out is an option, the application or enrolment form must be so noted by the teacher and kept on file by the Board.
- b. The Board shall advise each employee at the end of the first month of employment of those benefit plans available to employees, the cost of those plans, and those plans in which the employee is enrolled.
- c. The Board shall assist employees in obtaining required benefits from the various benefit plans.
- d. For the purpose of this agreement, a cohabitant is defined as a person with whom one resides and has a heterosexual or homosexual relationship.
- e. The Board shall advise all teachers who are engaged in a less than half-time capacity, that they may enrol in and contribute to the Teachers' Pension Plan (or Municipal Superannuation Plan if the employee is not eligible for enrolment in the Teachers' Pension Plan). The Board shall ensure that the appropriate deductions are made and remitted to the Superannuation Commission.
- f. New teachers to the district will be provided benefit coverages from the starting date of employment.
- g. Benefit coverages shall be extended to the end of the next teaching month following resignation.
- h. Employee benefit premiums as set out in this article will be maintained by the Board for teachers on the Salary Indemnity Plan for one (1) year after sick leave benefits were last claimed by the teacher if continued participation is permitted in the Plan.

6. Coverage

- a. The benefits and premiums for the plans shall be jointly agreed upon by the parties to this agreement. The Board may change the carrier of any plan provided that prior consultation has occurred with the Association. [Not applicable for the Provincial Extended Health Benefit Plan. See LOU No. 9]
- b. Part-time teachers shall be eligible to participate in all benefit plans with the Board sharing in premiums on a pro rated basis as a percentage of full-time assignment.

- c. Teachers Teaching on Call may participate in medical and extended health plans after thirty (30) days on the list with the Board. Teachers Teaching on Call must pay all premiums in advance.

7. Medical

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

8. Extended Health

The Board shall pay 100 percent (100%) of the premium cost of the Provincial Extended Health Plan.

9. Dental

The Board shall pay 75 percent (75%) of the premium cost of a mutually agreed upon dental care plan. The plan will include the following coverage:

- a. 100 percent (100%) of Plan "A" basic service;
- b. 60 percent (60%) of Plan "B", prosthetic appliance, crown and bridge;
- c. 75 percent (75%) of Plan "C", orthodontics, with a \$5,000 lifetime limit.

First year employees are subject to a \$1,000 total limit under Plans A, B and C. Duplicate coverage is not allowed. Employees whose duplicate coverage was terminated on September 30th, 1990 will be re-enrolled and allowed to continue duplicate coverage. This coverage will be retroactive to their date of termination from the plan. Effective July 1, 2015 dual coverage will be permitted when both parties are within the teacher bargaining unit.

10. Life Insurance

The Board shall pay 100 percent (100%) of the premium of the group life insurance plan for each full and part-time teacher that offers the following coverage:

Under age 35	-	3 times annual rate of earned income
35 to 44	-	2 1/2 times annual rate of earned income
45 to 54	-	2 times annual rate of earned income
55 and over	-	1 1/2 times annual rate of earned income

In each case, the amount is rounded to the next higher \$1,000 to a maximum amount of insurance not exceeding three hundred and fifty thousand dollars (\$350,000).

11. Employee Assistance

All employees shall participate in the mutually agreed upon Employee Assistance Program. Premiums will be paid equally between employee and Board with one (1) deduction being made from employees each September, or in the case of employees hired to the district after September 1st, from the first pay cheque received by the employee.

12. Optional Term Insurance

The Board shall administer the optional term insurance plan selected by the KTTA and deduct and remit premiums for those teachers participating in the plan.

13. Optional Accidental Death and Dismemberment

The Board shall administer the A.D.& D. plan selected by the KTTA and deduct and remit premiums for those teachers participating in the plan.

14. Self-funded Leave Plan

The Board shall administer a Deferred Salary Leave Plan for employees as provided for under the Income Tax Act.

Administration of the plan will be subject to current Income Tax Act regulations which require employees to return to the Board's employ.

Upon return, employees shall be assigned to the same position if it still exists. The Board and the Association agree to form a joint committee to review and update the current self-funded leave plan and to make recommendations as necessary.

15. Death Benefits

In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six months, the Board shall:

- a. pay one (1) month's salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which they were last employed by the Board;
- b. in addition to the payment in Article B.11.15.a, the Board will also pay one additional month's salary for any employee who has been in the service of the Board for more than ten (10) years;
- c. the Board shall continue to provide the medical, extended health and dental benefits to the dependants of the deceased teacher for a period of three (3) months after the death of the teacher. The dependants shall be notified in writing of the terms of this provision.

16. Coverage – Leave of Absence

An employee may maintain benefit coverage while on leave by paying the applicable premiums provided the plan(s) permits such coverage when the teacher is:

- a. receiving benefits from the BCTF Salary Indemnity Plan;
- b. on statutory or extended maternity leave;
- c. on child care leave;

- d. on educational leave;
- e. receiving benefits directly from Workers' Compensation Board;
- f. laid off under Article C and retains rights of re-engagement;
- g. on any other leave agreed to by the Board and the Association where benefit continuation is agreed upon.

17. Optional Computer Purchase Plan

Two representatives of the Board and two representatives of the Association agree to meet annually to examine and recommend opportunities to make bulk purchases of electronic equipment and software by teachers during the next school year.

**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. 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.14      EXPERIENCE RECOGNITION**

1. Effective July 1, 2022 employees who have worked as a teacher (or in a BCTF bargaining unit equivalent position) in British Columbia while employed by:
  - a. a First Nation, as defined in section 1 of the *School Act*, that is operating a school;
  - b. a Community Education Authority, as established by one or more participating First Nations under the *First Nations Jurisdiction over Education in British Columbia Act* (Canada), that is operating a school; or
  - c. a treaty First Nation that is operating a school under the treaty First Nation's laws;shall receive credit for their work experience for the purposes of placement on the salary scale.

[See Article B.23 Experience for Increment Purposes for further experience recognition provisions.]

#### **ARTICLE B.22      INITIAL PLACEMENT**

Except as otherwise provided in this agreement, the salary schedule(s) found in this agreement in Appendix A provides remuneration for all persons covered by this agreement according to their qualifications established in years of preparation and certification and their years of experience.

1. Placement on scale shall be determined in accordance with the category assigned by the Teacher Qualification Service (TQS) and in accordance with years of experience as determined by Article B.23 of this agreement.

2. At the time of appointment, the Board shall advise the employee in writing, of the documentation required to establish initial scale placement. The requirement to advise the Board if any delay is expected in meeting the deadlines and the procedures for redesignation and appeal of any decision with respect to scale placement is the responsibility of the employee.
3. Each employee shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within six (6) months of commencement of employment or change in categorization or certification. The employee shall be responsible for advising the Board, in writing, if delays occur in obtaining the documentation which necessitate an extension of the time limits.

Necessary documentation shall be defined as either a letter from the Faculty of Education outlining the fulfilment of requirements, proof of a valid B.C. Teaching Certificate, confirmation of an application for TQS placement, or proof of application for certification in British Columbia. Final documentation must consist of valid TQS. category placement as outlined in Article B.22.1.

4. The Board shall not refuse a request for extension of the time limits. The Board shall advise the employee in writing when any documentation has not been received and shall pursue the matter with the teacher.
5. The Board shall notify the employee, in writing, of the category and experience placement that has been assigned.
6. Upon receipt of documentation which establishes a salary category different from that in which the employee was initially placed, a salary adjustment shall be effective retroactive to the beginning of the school term in which application was made.

## **ARTICLE B.23 EXPERIENCE FOR INCREMENT PURPOSES**

Provided an employee has not reached maximum salary in accordance with the salary schedule, increments shall be granted for experience gained as a teacher certified to teach in a public school.

Increments shall be applied on the first month following the month in which the teacher gains the equivalent of ten (10) months in full-time employment.

1. Ten (10) months of full-time experience as defined in Article B.23.2, B.23.3, and B.23.4 shall constitute a year's experience for increment purposes.
2. Experience as a Teacher Teaching on Call gained with School District No. 73 (Kamloops-Thompson) shall be recognized:
  - a. after July 1st, 1987 for assignments paid on scale. Sixteen (16) days on scale shall constitute one (1) month's experience;
  - b. after July 1st, 1992 for each day worked. Each twenty (20) days of service shall constitute one (1) month's experience.



- c. after September 18, 2014, experience as a Teacher Teaching on Call will accrue in accordance with Article C.4 *Teacher Teaching on Call Employment* for each day worked.
- 3. Employment while under a temporary contract may be combined to create experience:
  - a. after July 1st, 1985 with School District No. 73 (Kamloops-Thompson);
  - b. after July 1st, 1992 with another district. The Board will require verification of temporary employment from other district(s).
- 4. For the purpose of experience accrual in the district:
  - a. prior to September 19, 2014, periods of part-time teaching, teaching on call and short-term appointments outlined above may be added together for accumulation of years of experience credit. For the purpose of the clause, 190 instructional days shall be equivalent to one (1) year of experience.
  - b. after September 18, 2014, periods of part-time teaching and short-term appointments outlined above may be added together for accumulation of years of experience credit. For the purpose of the clause, 190 instructional days shall be equivalent to one (1) year of experience.
- 5. For the purpose of placement on scale periods of part-time teaching, teaching on call and short-term appointments outlined above may be added together for accumulation of years of experience credit. For the purpose of the clause, 190 instructional days shall be equivalent to one (1) year of experience.
- 6. Teaching and related experience shall be credited for:
  - a. teaching in a school, which was government inspected and funded;
  - b. teaching in Provincial or Federal institutions when the service is deemed equivalent to that of a teacher in the public school system;
  - c. teaching service or educational administrative service with the Provincial Ministry of Education;
  - d. teaching service of a faculty of education recognized by the Ministry of Education for certification purposes;
  - e. paid sick leave, maternity leave, extended sick leave to the end of the school year in which sick leave benefits expired, or W.C.B.;
  - f. seconded to the Ministry of Education, University or College, or service with a Canadian University, service overseas or the Canadian International Development Agency;
  - g. unpaid educational leave.

## **ARTICLE B.24 BACKGROUND EXPERIENCE**

An employee appointed to a position in Industrial Education, Home Economics, Commerce, Drama, Music or Art who has a background of training and experience outside of teaching that adds materially to their qualifications for the position considered, upon application will be paid according to the following criteria:

1. a teacher who has a certificate less than professional, will be paid under Category 4 plus 50% of their background experience, including experience while apprenticing, up to a maximum of five (5) steps;
2. teachers with a certificate less than professional appointed after January 1st, 1971, placed in a salary category in this manner, must reach the certification for which they are being paid within seven (7) years of date of hiring or revert to the salary category for which they hold a certificate;
3. A teacher who has a professional certificate will be paid under the category for which they qualify recognizing all teaching experience, plus 50% of their background related experience, including experience while apprenticing. Background experience in the related field will be recognized to a maximum of five (5) years.

## **ARTICLE B.25 LETTER OF PERMIT (LP)/SPECIAL PLACEMENT**

1. The Board will continue to hire qualified teachers. Effective July 1st, 1991 teachers hired under a Letter of Permission will be placed on the first step of Category 4.
2. Persons holding Letters of Permission, the First Nations Language Teaching Certificate of the Development Standard Certificate shall be placed on the first step of Category 4.
3. The Board shall notify the Association of the intent to apply for a Letter of Permission in the event a certified teacher is unavailable to fill a posted vacancy.
4. Teachers hired under a Letter of Permission must reach the certification for which they are being paid within seven (7) years of date of hiring. Until proper certification is obtained persons holding Letters of Permission shall be limited to four (4) years of experience credit.

## **ARTICLE B.26 PAYMENT OF SALARIES**

1. Part Month Payment and Deductions
  - a. The rate of deduction for a day without pay shall be 195<sup>th</sup> of the current salary of the teacher.
  - b. The daily rate for a Teacher Teaching on Call shall be in accordance with the provisions of Article B.2.6.

- c. An employee shall be paid 1/10 of current annual salary in respect of each month (September - June) in which the teacher works all prescribed school days that month.
- d. For the purpose of calculating employee deductions, any prescribed day on which the employee is on authorized leave of absence shall be deemed to be a day of work and deductions (if any) which are authorized by the agreement (or statutes) in respect of such leave shall be made from the monthly salary.
- e. In the event that an employee commences work on a day other than the first prescribed school day of that month, the employee shall receive their normal salary pro-rated by the percentage of days worked out of that month. The formula for calculating this salary shall be as follows:

$$\frac{(1/10\text{th of annual salary}) \times (\text{days worked})}{(\text{total working days})}$$

2. Payment for Work Beyond the Regular Work Year

- a. An employee (except a summer school teacher) who is requested in writing by the Board to work beyond the prescribed school year shall be paid at the rate of 1/195ths of their annual salary entitlement for each day worked.
- b. The employee may elect to take compensatory time in lieu of salary. The scheduling of compensatory time shall be mutually agreed upon by the employee and the Administrative Officer. Time may be taken in full days or blocks of days.
- c. Work beyond the school year is voluntary.
- d. Middle and secondary counsellors, district counsellors, district co-ordinators and district supervisors may be required to work in the week prior to school opening for up to three (3) days subject to the provisions of Article B.26.2.a, and B.26.2.b.
- e. If the work requested requires travel by the employee, they shall be reimbursed for travelling costs, accommodation, meals, and other expenses incurred based on Board policy. This does not include payment for travel to and from work.

**ARTICLE B.27 ALLOWANCES FOR POSTS OF SPECIAL RESPONSIBILITY**

- 1. The Board agrees to draw up job descriptions for all current and future posts of special responsibility. The Board agrees to consult and receive Association input in preparation of job descriptions. The Board and Association will negotiate allowances for posts of special responsibility.

Existing positions of special responsibility shall not be eliminated or changed without consultation with the Association.

- 2. All positions of special responsibility shall be voluntary.

3.
  - a. The positions of Middle and Secondary Co-ordinator and Teacher in Charge will be posted internally within individual work locations by May 30th. The school administration, after consultation with staff or school Staff Committee shall wherever possible, confirm appointments to the aforementioned posts prior to the end of the school term. Middle and Secondary Co-ordinators will be paid an allowance between the minimums and maximums in Article B.27.4 of this article as determined by the school administration with consultation and input from staff.
  - b. Teachers in Charge will be paid an allowance as per Article B.27.4.
  - c. Teachers in Charge shall not be required to provide more than one hundred and fifty (150) hours of principal relief time. Teachers in Charge required to work over one hundred and fifty (150) hours will be paid an allowance of \$20 per day or part day.
  - d. All other positions of special responsibility will be posted in accordance with Section E as they become vacant.
4. Teachers assigned to a position of special responsibility shall be paid in addition to scale placement allowances as outlined in Appendix B.
5. Teachers paid on all scales other than CAT 6 will receive an allowance of one thousand dollars (\$1,000) over scale placement if required by provincial regulation as a condition of employment to possess a Speech Therapist, Hearing Impaired or Visually Impaired Diploma, providing this training was not included as part of a degree program.
6. Teachers paid on CAT 5 will receive a bonus of one thousand dollars (\$1,000) over scale placement if they possess a diploma in education from U.B.C., S.F.U. or U.Vic.

## **ARTICLE B.28 SUMMER SCHOOL ALLOWANCE**

A teacher employed to give instruction in summer school for School District No. 73 sanctioned courses shall be remunerated according to the following formula per course:

$$\frac{\text{CAT 5 (Step 7) x Hours of Instruction}}{1200}$$

## **ARTICLE B.29 ISOLATION ALLOWANCE**

Teachers working at Blue River shall receive an annual allowance as outlined in [Appendix B Teacher Allowances](#).

## **ARTICLE B.30            SPECIAL PROJECT PAY**

1.     When a teacher(s) is contracted by the Board to work on special projects outside of the regular school term or exclusive of their normal teaching assignment, the remuneration received by the teacher(s) will be as agreed between the teacher(s) and the Board. Such remuneration shall not include the costs of material, the printing or production costs or other resources necessary for the completion of the special project.
2.     Any agreement made under this clause is not contrary to Article A.30 of the Collective Agreement.
3.     Special Project Pay is not to be considered as payment as defined by any other clause contained within Section B.

## **ARTICLE B.31            REIMBURSEMENT FOR CLASSROOM MATERIALS PURCHASED**

Teachers will be reimbursed by the school for materials the teacher purchases for use in the classroom as approved by the school administration.

## **ARTICLE B.32            STOREFRONT**

The teacher working at a Storefront School shall receive an allowance equal to that of a Head Teacher.

## **ARTICLE B.33            ASSOCIATED PROFESSIONALS**

1.     All Student Support Services employees recognized in the Certificate of Bargaining Authority shall be covered by all the terms of this agreement between the Board of Education of School District No. 73 (Kamloops-Thompson) and the Kamloops Thompson Teachers' Association.
  - a.     Student Support Services employees shall be paid according to Schedule "A" after initial placement, which shall be determined according to qualifications (number of years of training) and experience (number of years of work experience).
  - b.     Present incumbents (as at November 1988) in the position of School and Home Consultant will, in addition to scale placement, receive the district Counsellors' allowance specified in Appendix B.
  - c.     Student Support Services employees do not qualify for allowances specified in Article B.27.5.

2. In addition to the above, the parties agree that Student Support Services personnel covered under this agreement:
  - a. Are paid in twenty-four (24) equal instalments from September to August.
  - b. Contribute to the Municipal Employees' Superannuation Plan and not the Teachers' Pension Plan.
  - c. Are covered under the provisions of Articles C.3 and C.15 of this agreement except as noted in Article B.33.3.
3. If the Board decided to completely close down or substantially reduce the School And Home Consultant Services and/or the Speech Therapist Services, employees would be given ninety (90) days instead of thirty (30) days' notice.

#### **ARTICLE B.34 NO CUTS IN SALARY**

No employee shall suffer a reduction in salary or allowance because of the coming into effect of this agreement.

## **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. 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 B.C.
  - 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 one hundred and twenty (120) 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:

- 6. Underlying Principle
  - a. The Board and the Association agree that increased length of service in the employment of the Board entitles teachers to commensurate increase in the security of teaching employment.
  - b. When for bona fide educational or budgetary reasons the Board determines that it is necessary to terminate the appointment of any teachers, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority provided that they possess the necessary qualifications for the positions available.
- 7. Definition of Seniority
  - a. Seniority means the present length of continuous service of an employee holding a continuing contract; or who has held a continuing contract inclusive of service on temporary appointments and part-time teaching with School District No. 73 and is used to determine the order of layoff and recall of teachers.  
  
For the purposes of calculating length of service, temporary contracts and part-time teaching will be credited as full-time service.
  - b. In addition to the provisions of Article C.2.8.a, the seniority for a teacher on a continuing contract shall include:
    - i. TTOC seniority accumulated pursuant to PCA Article C.2.3; and
    - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall a teacher be credited with more than one (1) year of seniority for any school year.



- c. When the seniority of two or more teachers is equal, seniority shall be determined:
  - i. Firstly, the teacher with the greatest aggregate employment including all teacher teaching on call assignments:
    - 1. paid on scale with the Board after June 30<sup>th</sup>, 1987;
    - 2. all assignments with the Board after June 30<sup>th</sup>, 1992.
  - ii. Secondly, the teacher with the greatest aggregate length of service with another school authority recognized for salary purposes in this agreement.
  - iii. When the seniority of two or more teachers is equal pursuant to C.2.8.c.ii, the teacher with the earliest application for employment with the Board.
- d. An employee shall not lose seniority rights if absent from work because of sickness, accident or layoff.
- e. Leaves of absence in excess of one (1) month shall not count toward length of service with the Board, except as provided for in other articles of 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.

#### **Local Provisions:**

- 2. Evaluation of Teachers
  - a. Evaluation of the performance of teachers should be a positive, growth-orientated, on-going process that will assist in the maintenance of quality learning situations.
  - b. Formal reports resulting from such evaluation of the learning situation under a teacher's charge shall be provided:
    - i. for teachers for whom there are significant concerns about their ability to establish a satisfactory learning situation;
    - ii. for teachers who have been placed on probation; and
    - iii. for teachers who request, with adequate notice, such a report.
  - c. Criteria and procedures for formal reports shall be based on principles of fairness, consistency, and due process.

- d. Teaching personnel shall be evaluated by the Superintendent, Assistant Superintendent(s), Director(s) of Instruction, District Principal(s) and/or the principal or vice-principal of the school to which they are assigned.
  - i. Vice-principals will not write reports on teachers identified in Article C.3.2.b.i or C.3.2.b.ii.
  - ii. A teacher may request, without prejudice, that a particular supervisor not write a formal report. Such a request will be honoured when it is given in writing to the Superintendent's office before the formal report writing procedure begins.
- e. Procedures to be followed in the evaluation process include:
  - i. prior to evaluation, the evaluator, in consultation with the teacher, will determine aspects of performance to be evaluated and procedures for observation and data collection;
  - ii. summative reports will be based on between 3 and 6 formal classroom observations, unless there is mutual agreement between the evaluator and the teacher that more are necessary. The teacher shall be able to choose at least two observation times;
  - iii. reports will be written within a reasonable period of time (no greater than three (3) months) following the final observation;
  - iv. the evaluator will provide the teacher with a copy of all notes made throughout the evaluative process. Opportunity will be provided for the teacher to discuss notes with the supervisor;
  - v. the evaluator will meet with the teacher and outline contents of the report when the report is in its draft stage. The evaluator will provide adequate time for the teacher to review the draft report and, within five days of the initial meeting the evaluator will meet with the teacher to discuss the draft report prior to finalizing the report. At the request of the teacher, a KTTA member may attend the meeting in which the final draft is discussed;
  - vi. a teacher who disagrees with aspects of the report may file a letter with the Superintendent's office. The letter will be attached to the report;
  - vii. a teacher may request, after a reasonable period of time, that a second report be written. Such requests shall not be unreasonably denied;
  - viii. With the teacher's permission, reference may also be made to:
    - 1. demonstration of professional development; and
    - 2. contributions to the department, the school, the school district and to related community service.
  - ix. NOTE: Withholding of such permission shall not be included in the report.

- f. Conclusions drawn will be based on multiple sources of first hand data. Sources of data may include:
  - i. classroom observation;
  - ii. student performance and behaviour when under the supervision of the teacher;
  - iii. teacher made materials (lesson plans, overviews, tests, etc.);
  - iv. teacher comments on student work, record of marks and attendance;
  - v. first hand student's data (examination of student work and notebooks, student understanding of course material);
  - vi. evidence of reports to parents about student progress, availability of teacher to assist students and provision of help for students when assistance is requested;
  - vii. school and teacher records that are known by the teacher;
  - viii. knowledge about school programs and curriculum and implementation of same.
- g. Conclusion: Formal evaluative reports shall include a summative statement based on the preponderance of collected data; a summary of strengths observed and, if appropriate, areas in need of improvement. The final statement shall indicate whether the learning situation in the teacher's charge is satisfactory or less than satisfactory.
- h. If areas in need of improvement or weaknesses in performance are identified in the report, the teacher and evaluator will jointly develop a plan of remediation designed to overcome such weaknesses. This plan will include consideration of support to assist the teacher to overcome weaknesses.
3. Any teacher who has been employed by the Board for more than one year shall not be dismissed for reasons of professional incompetence unless:
  - a. three consecutive reports indicate that the learning situation under their charge is less than satisfactory;
  - b. the reports leading to dismissal are written by at least two different evaluators, one of whom shall be a Superintendent or Assistant Superintendent. The other reports shall be written by a Principal, Director, Assistant Superintendent or Superintendent;
  - c. the reports are written within a period of not less than twelve (12) months and not more than twenty-four (24) months, excluding time off due to illness, leave, retraining, or any delay caused by a grievance resulting from the evaluation process.

#### 4. Evaluation of First Year Employees

- a. The Board may, during the first six (6) months of a teacher's continuing appointment with the Board, exclusive of:
  - i. any leave of absence during or extending beyond those months; and
  - ii. the months of July and August;
  - iii. a grievance resulting from the evaluation process;terminate the teacher's continuing appointment and place the teacher on a probationary appointment.
- b. If a teacher is placed on a probationary appointment in accordance with Article C.3.4.a, the Board shall give the teacher written notice. A notice to place a continuing teacher on a probationary appointment shall only be given after consideration of any less than satisfactory reports issued by a Principal, Director, Assistant Superintendent or Superintendent.
- c. Unless a teacher on a probationary appointment is terminated in accordance with Article C.3.4, the probationary appointment will be rescinded no later than three (3) calendar months following the placement of the teacher on a probationary appointment except as provided in Article C.3.4.a.i, C.3.4.a.ii, and C.3.4.a.iii.
- d. The Board may terminate a teacher on a probationary appointment by giving thirty (30) days' notice in writing of the termination provided that the notice shall not be given during the first sixty (60) days of the probationary appointment. The notice of termination shall not be given until a second less than satisfactory report has been prepared by the Principal, Director, Assistant Superintendent or Superintendent.
- e. Evaluation reports for first year employees shall be prepared in accordance with Article C.3.2.

#### 5. Teacher Teaching on Call (TTOC)/Substitute Evaluation

Upon request a TTOC granted a temporary contract shall be provided with an evaluation of the learning situation under their charge. Sources of data included in such evaluations shall be as specified in Article C.3.2 where practicable.

### **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.12        STAFF REDUCTIONS, LAYOFF, RECALL AND SEVERANCE PAY PROVISIONS**

1. "Qualifications" For Layoff and Recall

- a. "Necessary qualifications" in respect of a position means a reasonable expectation based on the certification, training, education or relevant recent experience of an employee, that the employee will be able to perform the duties of the position in a satisfactory manner.
- b. Layoff
  - i. For the purposes of determining which employees shall be laid off, the employee unit shall be defined as the school district. The manner by which layoff shall be applied shall be the reverse order of seniority, subject only to necessary qualifications for the position available. All positions in outlying schools shall be bypassed, subject to appeal.
  - ii. The employer shall give each employee it intends to layoff pursuant to this article 30 days' notice prior to the end of the school term (December 31st - June 30th) in writing before layoff is effective. Information on positions held by less senior employees will be available through the Superintendent's office to employees in receipt of layoff notices.
- c. Recall

**Rights**

- i. For recall purposes, employees on the recall list shall be listed in decreasing order of seniority.
- ii. The employer shall compile a seniority list of all employees. This list shall be updated on May 1st of each year. This list shall be made available to the KTTA and will be amended as employees are hired to the district. It is each employee's responsibility to ensure that their credited experience is correct and the employer's responsibility to notify each employee of their seniority.
- iii. An employee who is recalled shall be given time and support to adjust to a position which is significantly different from their previously held position. The employee shall be given at least three (3) months to adjust to that position prior to formal evaluation as outlined in Article C.
- iv. Upon recall, an employee shall be entitled to all sick leave credit accumulated at the date of layoff.

- v. Employees on the recall list may work as a TTOC or in a temporary contract. Such work will not jeopardize the employee's right to remain on the recall list.
- vi. An employee's right to recall will be lost if any of these conditions apply:
  - 1. if the employee refuses to accept two positions, of equal or greater percentage of time and not requiring a change in community of residence, for which they possess the necessary qualifications; or
  - 2. they are dismissed for cause and not reinstated;
  - 3. they resign;
  - 4. they elect to receive severance pay;
  - 5. three years elapse from the date of layoff under this article and the employee has not been recalled. This three year period is to be extended for any employee who has been recalled on a temporary contract at any time since the date of layoff with the extension time being equal to the aggregate length of such temporary contract(s), calculated on the number of teaching months.
- vii. An employee's right to recall will not be lost for two (2) years if enrolled in university or on a medical leave and disabled from teaching.

### **Process**

- viii. After all transfers have occurred pursuant to terms of this agreement and a position is designated vacant by the employer, the employer shall:
  - 1. post all vacancies on the school district website;
  - 2. send notification to all schools;
  - 3. send notification to the KTTA office;
  - 4. notify all employees.
- ix. The employer shall offer the vacant position to the applicant with the greatest seniority, and the necessary qualifications currently holding a part-time assignment or on the recall list. If that person declines the offer, the employer shall offer the position to the applicant with the next greatest seniority, and the necessary qualifications, and so on, until the position is filled.
- x. The KTTA and all applicants on the recall list shall be notified as to the nature of the position filled, and the successful applicant to the position. Employees on the recall list with greater seniority may appeal the decision within five (5) days of being notified of who the successful candidate was.

- xi. An employee who is recalled shall inform the employer whether or not the offer is accepted, within 24 hours of the receipt of such offer. The employer shall inform the employee without delay if the position they have accepted is grieved.
- xii. Where the offer is made during the school term, the employer shall allow up to three (3) working days from an acceptance of an offer for the employee to commence teaching duties unless a longer period related to other job commitments is mutually agreed to.
- xiii. Upon recall to a continuing position an employee shall be entitled to a continuing appointment within the bargaining unit of the district if they held a continuing appointment at the time of layoff.

## 2. Retraining

- a. Upon written notification within 12 months of the receipt of layoff under this article an employee shall be entitled to extend the provisions of recall for the purpose of retraining to qualify for another position with the employer. In the event that the employee elects to retrain pursuant to this article, the employer shall amend the effective date of the layoff notice to coincide with the beginning of the school term which next follows the expiry of the period of the leave, or of any extension thereof.
- b. The employee, after retraining, shall be entitled to be assigned to a position that is vacant, provided they possess the necessary qualifications and seniority.
- c. An employee accepting a position in this circumstance shall be evaluated as a first year employee. Should the employee be placed on probation in this circumstance, the employee shall be entitled to return to the recall list and regain full rights to a position as outlined in the Seniority, Layoff, Recall and Severance Pay Provisions.

## 3. Benefits Entitlements During Layoff

- a. The employer will maintain the benefits of a laid off employee for a term of one teaching month following the time in which the benefit coverage would otherwise expire.
- b. An employee who retains rights of recall shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement by payment of the full cost of such benefits to the employer from the date of layoff as per Article B.

## 4. Severance Pay

- a. An employee who has one or more years of continuous employment and who is laid off, save and except an employee who is terminated or dismissed for just and reasonable cause, may elect to receive severance pay at any time within three (3) years following the date of layoff. This three-year period is to be reset, for any employee who has been recalled on a continuing contract at any time since the date of layoff. At the expiration of this period, the employer shall automatically pay severance pay to the employee.

- b. Severance pay shall be calculated at the rate of five (5%) percent of one year's full-time salary for each full-time equivalent year of continuous service, to a maximum of one year's salary. The salary on which severance pay is calculated shall be at the employee's scale placement at the time of their last period of employment.
- c. An employee who received severance pay and who is subsequently rehired shall retain any payment made under the terms of this article, and in such case, for purposes only of Article C.12.4.b, the calculation of years of service shall commence with the date of such rehiring.

## **ARTICLE C.13      FULL-TIME TO PART-TIME EMPLOYMENT**

- 1. An employee with a continuing 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 and length of time.
- 2. Teachers who move from a full-time assignment to a part-time assignment shall be considered to be on leave for pension purposes, and may purchase pensionable service to provide for a full year of pensionable credit in accordance with the Teachers' Pension Act.
- 3. An employee with a continuing part-time appointment to the teaching staff of the district may, without prejudice to that appointment, request a full-time assignment.
- 4. Part-time teachers are entitled to apply for other part-time assignments within the district provided that:
  - a. the assignment does not exceed 100%;
  - b. schedules in the work locations are not in conflict.

### **5. Payment for Part-time Teachers**

Part-time teachers shall be paid that portion of their regular scale placement that relates to the portion of the instructional appointment. When an in-service is held at a time when a part-time teacher is not normally on duty, that teacher shall not be required to attend the in-service.

Teachers employed in part-time positions shall enjoy the same rights, privileges and benefits on a pro rated basis as full-time teachers.

### **6. Return to Full-time**

When a request under Article C.13.1 is granted by the Board, the employee shall be entitled to return to a similar full-time assignment at the expiration of the part-time assignment. When a return date to full-time is not specified or if an employee wishes to return to a full-time assignment at an earlier date than specified, the Board shall place the employee in a similar assignment the following September when advised by the employee of their intent to return prior to December 31st.



## **ARTICLE C.14        TEACHERS TEACHING ON CALL**

### **1.        General**

The Board shall maintain a list of approved Teachers Teaching on Call (TTOC) and shall forward a copy of said list to the Association annually. For the purposes of this article, a TTOC is defined as a certificated teacher, and a substitute is an uncertificated replacement. Substitutes without certification will be hired only when a certificated TTOC is not available.

The Board shall use a central call-out system for assigning all TTOCs and substitutes in the immediate Kamloops area. Teachers shall be allowed to request a specific certificated TTOC. If such a request cannot be filled or if a request is not made, then a TTOC shall be assigned on a rotational basis.

TTOCs who refuse three (3) assignments except when notice has been given that they will be unavailable, will no longer be contracted for work except in emergency circumstances.

### **2.        Availability**

Subject to availability of TTOCs:

- a.     the Board shall employ TTOCs to replace classroom teachers who are absent due to illness or other authorized reasons for one half day or more;
- b.     teachers will not be required to cover for a classroom teacher who is absent except in emergency situations;
- c.     Librarians and Learning Assistance Teachers who are absent for two (2) or more days will be replaced by a qualified TTOC on the third day;
- d.     other TTOCs may be provided at the request of the school administration;
- e.     all other teachers will be replaced as determined by the Board;
- f.     a TTOC shall be required to assume only the duties of the teacher they are replacing. In the event that there is more than one block of unassigned time on any given day and in the absence of any direction from the teacher, the school administration may, after consultation with the TTOC, reassign the TTOC for the additional block(s) of unassigned time.

### **3.        Assignments**

Should the period of absence become known and a temporary appointment be required, the TTOC initially shall be entitled to that contract unless special skills are necessary to maintain an ongoing program.

## **ARTICLE C.15            TERMINATION, DISCIPLINE OR SUSPENSION**

### **1.        General**

- a.        The Board shall not discipline or dismiss any teacher save and except for just and reasonable cause.
- b.        In the case of a suspension under sections 15.4 or 15.5 of the School Act, the provisions of the School Act shall apply.
- c.        Where a teacher is under investigation by the Board, the teacher and the Association shall be notified in writing unless in the opinion of the Board substantial grounds exist for concluding that such notification would prejudice the investigation. The teacher, the Association and the Superintendent (or delegate) shall meet prior to any disciplinary action being taken. The teacher shall have the right to hear and respond to all allegations made.
- d.        Upon notification of a suspension or termination a teacher shall have the right to a hearing with the Board as outlined below:
  - i.        The teacher and the Association shall be given seventy-two (72) hours notice of the time and date of hearing.
  - ii.       At the time such notice is given the teacher and the Association shall be advised in writing of the reasons for the suspension or dismissal and shall have access to all documents to be presented at the hearing. The Superintendent shall have access to all documents to be presented at the hearing.
  - iii.      The teacher shall be represented at the hearing by an advocate of the teacher's choice.
  - iv.      The teacher or their advocate and the Superintendent shall be entitled to:
    1.        present evidence and hear all evidence presented to the Board;
    2.        ask questions through the Chair relevant to evidence presented;
    3.        respond to and hear responses to questions asked by Board members.
  - v.        The decision of the Board shall be communicated in writing within seven (7) calendar days to the teacher and the Association stating the reasons for their decision.
- e.        The Board shall not release to the media or the public information with respect to the discipline or dismissal of a teacher except as agreed by the Association or by joint release agreed upon by the Board and the Association.

- f. Notwithstanding Article A.6 (Grievance Procedure) of the Provincial Collective Agreement (PCA) where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that article.
- g. At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.21 (Personnel Files) may be presented.
- h. In the event that the Board determines as a consequence of this charge that misconduct may have occurred, repayment may be suspended until the Board has determined whether additional discipline is necessary. If the teacher is reinstated, all pay shall be reimbursed, less any amounts that may have been assessed as a disciplinary penalty.

## 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. Maximum class sizes shall be:

Elementary	
Multi – Intermediate	27
Intermediate Single Grade	29
Secondary	
English, Science Lab Class	28
Home Economics	26
Industrial Education	24
Other Secondary Classes	29
Special Education	
High Incidence	15
Low Incidence	10

*[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.]*

2. The integration of students with low incidence special needs will result in a smaller class size by at least one (1) less than the numbers listed above. The class size maximums will be reduced 1:1:1 for up to a maximum of three integrated students. However, if a teacher assistant (not a personal attendant) were assigned to the class/teacher, then the reduction of maximums would be 1:1 for the first student and a further reduction of one (1) for the third student.
3. Classes may exceed the maximums in the following circumstances:
  - a. band, choir, or P.E. where the teacher has so requested;

- b. class size maximums may be exceeded by up to two (2) students but in no instance will a secondary teaching load exceed 196 pupils.

*[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). ]*

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

No provincial language.

Local language:

### **1. Definition**

For the purposes of this agreement students with low incidence special needs are defined in the Ministry of Education Special Programs Manual of Policies, Procedures and Guidelines. These include dependent, moderately and severely/profoundly handicapped; blind, deaf, autistic and students in intervention classes for the severely behaviour disordered, socially disabled and emotionally disordered.

### **2. Identification**

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

The school-based team shall determine:

- a. whether in-school assessment is required and sufficient;
- b. whether referral to Special Education Services is required;
- c. whether placement or placement options and resources are appropriate.

### **3. Placement**

Integration of a student with low incidence special needs shall be preceded by consultation between relevant district staff, parents/guardians, teachers and Administrative Officers who may be affected by such placement. The placement of a student with special needs shall be determined by the student's educational, social and medical needs.

A maximum of three special needs students may be integrated into a single school class with support.

Prior to the integration of a student with special needs into 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 regular classroom teacher. It shall be the responsibility of the school district to ensure the necessary resources are available prior to placement. These requirements may include aide support, I.E.P. development, the assignment of a case manager, facilities modification and inservice.

If the teacher is not satisfied with resources and support provided when integrating a low incidence special needs student, the teacher may request from the principal a further review of the matter with the Director of Student Support Services and the school based team.

#### 4. Resources

The district shall annually assess the need for appropriate workshops for teachers integrating special needs students. This needs assessment shall be followed by the development of individual inservice plans designed to meet the needs of those teachers integrating special needs students.

This shall not preclude teachers from requesting specific advice or training from Student Support Services Personnel in order to meet the needs of students integrated into their class.

Clear administrative procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of students with special needs.

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

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

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

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:695 students	Agreement in Committee (1998)
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:397 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:64 ESL/ELL students	Former LOU No. 5 (2000)

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

1. Each full-time elementary teacher shall receive 110 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
2. Effective July 1, 2023, each full-time elementary teacher shall receive 120 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. Elementary
  - a. Teachers in one-room schools may accumulate preparation time and take such time in blocks of one full day.
  - b. Part-time teachers of .4 or more assigned full-time to classroom instruction will receive preparation time for classroom instruction pro rated according to their F.T.E. status.
  - c. Preparation time shall be for periods of not less than thirty (30) minutes.
5. Middle and Secondary
  - a. Full-time middle and secondary teachers assigned full-time to classroom instruction and learning assistance teachers shall be entitled to a minimum of 12 ½ % of total instructional time for preparation.
  - b. Teachers in semestered schools, who are replacing teachers who have used the yearly allotment of preparation time for that assignment, shall not be entitled to preparation time.
  - c. When scheduling makes partial preparation time assignment impractical, salaries shall be increased on a pro rated basis.
6. Teachers working as teacher-librarians and counselors who have a timetable that allows for flexibility shall be provided with time in the normal workday for time tabling, record keeping and other duties.
7. Teacher-librarians and learning assistance teachers shall not be required to provide preparation time for other teachers during their library or learning assistance assignment.

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

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.

3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the Collective Agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
  - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
    - iv. The hearing shall commence within a further ten (10) working days; and
    - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

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

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid



modifications shall preserve, to the full legal extent possible, the original intent of the agreement.

3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and
  - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

## **ARTICLE D.14            KINDERGARTEN ENTRY**

Teachers enrolling students into Kindergarten may arrange for a staggered or part day entry for a period of up to four (4) days to permit consultation with parents and to prepare for new pupils.

## **ARTICLE D.15            LOCAL ASSOCIATION INVOLVEMENT IN BUDGET PROCESS**

1.     The Association shall be provided with an opportunity to make a representation to the Board during the Board's annual budget formulation process.
2.     Budgetary concerns may be raised during Labour Liaison Committee meetings.

## **ARTICLE D.16            HOME EDUCATION**

1.     Educational services that may be required for home education students, as defined in the School Act Division 4 (12 and 13), of Regulation Section 3, shall normally be provided by school administrators.
2.     A teacher assigned responsibility for provision of any educational service to one or more home schooled students shall be given reasonable time to enable them to provide such services.
3.     In the event a home education student is assigned to a classroom teacher on a regularly scheduled basis, then it will be recognized in the allotment of that teacher's assignment.

## **ARTICLE D.17            EMPLOYEE'S WORK YEAR**

1.     The annual salary established for employees covered by this agreement shall be payable in respect of the teachers' regular work year which shall be defined as follows:
  - a.     all days in session shall be scheduled - excluding Saturdays, Sundays and general holidays, including Easter Monday, as well as winter and spring breaks - between Labour Day and the last Friday in June. If the last Friday falls before June 26th, the last day scheduled will be June 30th;
  - b.     the first day of the winter break shall be the Monday preceding December 26th. Schools shall reopen on the Monday following January 1st. If January 1st is a Saturday or Sunday, school shall reopen on the Tuesday;
  - c.     the first day of the spring break shall be the third Monday in March. School shall reopen on the fourth Monday in March unless that day is Easter Monday in which case schools would reopen on Wednesday.
2.     The regular work year shall include:
  - a.     one (1) day for district-wide professional development to be determined by the KTTA with the approval of the Superintendent;
  - b.     four (4) days for inservice and/or professional development to be determined by the school Professional Development Committee. One of these days, at the discretion of the staff, can be used by the staff for parent-teacher interviews;
  - c.     one (1) year end administrative day;

- d. two (2) non-instructional days for the purpose of parent-community interaction, to be scheduled and utilized in consultation with the KTTA;
- e. up to four (4) early dismissal days as provided in the Regulation to be scheduled and utilized in consultation with the KTTA;
- f. a school opening day that may be shortened and may include different starting and dismissal times for different students.

## **ARTICLE D.18            HOURS OF WORK/INSTRUCTIONAL TIME**

### **1. Elementary**

In an elementary school the duration of a teacher's instructional day shall not exceed six (6) consecutive hours and shall be inclusive of:

- a. five (5) hours of instructional time which shall include fifteen (15) minutes of recess and preparation time as outlined in Article D.4.3;
- b. a regular lunch intermission.

### **2. Middle and Secondary**

In a middle or secondary school, the duration of a teacher's instructional day shall not exceed six (6) hours and thirty (30) minutes of consecutive time and shall be inclusive of:

- a. five (5) hours and thirty (30) minutes of instructional time which shall include time allotted for homeroom, students to change classes, break and preparation time as outlined in Article D.4.4;
- b. a regular lunch intermission.

### **3. Special Program Hours of Work**

- a. The duration of the instructional day for teachers employed in the Storefront programs shall be as defined in Article D.18.2.a.
- b. In the event that a newly created special program requires hours of work not detailed in this agreement, hours of work shall be subject to mutual agreement between the Board and the affected teacher, and the KTTA, and in any event shall not exceed the same number of total instructional hours required of other teachers.
- c. Music teachers may request to hold curricular music classes outside the regularly scheduled instructional day. In that event, these teachers shall not be required to work more than the total number of instructional hours as outlined in Article D.18.2.a.

## **ARTICLE D.19          SUPERVISION**

1. Except in one-room schools no teacher shall be required to perform any supervisory duties during the regularly scheduled lunch break.
2. Other supervisory duties shall be assigned on an equitable basis by the school administration and shall not exceed the equivalent of twenty (20) minutes per week.

## **ARTICLE D.20          EXTRA-CURRICULAR ACTIVITIES**

1. While the parties consider it desirable that employees participate in extra-curricular activities, it is recognized by the parties that involvement by an employee in extra-curricular activities shall be on a voluntary basis.
2. In this agreement, extra-curricular activities are those that are beyond the provincially prescribed and locally determined curriculum of the school.
3. Extra-curricular activities shall not form any part of a job description or posting.
4. While involved in extra-curricular activities, teachers shall be considered to be acting as an employee of the Board, for purposes of a liability of the Board and coverage by the Board's insurance.

## **ARTICLE D.21          TECHNOLOGICAL CHANGE**

1. Technological change means:
  - a. the introduction by the school district of equipment or material of a different nature or kind than that previously used.
  - b. a change in the manner, method or procedure related to the introduction of equipment or material.
2. When it is determined that a technological change is to be introduced, the Board shall provide the Association with 90 days written notice, prior to the introduction of the change.
3. Prior to the implementation of a technological change which affects the terms, conditions or security of employment of a significant number of teachers, the parties agree, to negotiate the alternatives available to help teachers affected adjust to the change.
4. Failing a satisfactory settlement, either party may refer the matter to a mutually agreeable third party for final and binding settlement of the matters in dispute as per Article A.6 of the Provincial Collective Agreement (Grievance Procedure).
5. The Board and Association agree that this article represents the agreement between the Board and the Association on technological change, as found in the Industrial Relations Act, Section 75.

## **ARTICLE D.22            HEALTH AND SAFETY**

1. The employer and the Association shall co-operate in continuing and perfecting the safety measures now in effect.
2. Each school shall establish a school Health and Safety Committee to address issues identified by employees which concern the health and safety of teachers and students. Concerns of cleanliness, lighting, heating, ventilation, safety and hygiene affecting the learning situation within a school shall be initially addressed by the employee(s) and the school's administration concerned quickly. Matters not quickly resolved at the school level shall be referred to the district Health and Safety Committee.
3. An employee shall not be required to work at a job, which poses an immediate threat to the employee.
  - a. An employee who is aware of an unsafe condition shall report it to the principal, who shall investigate the reported unsafe condition, and shall ensure that any necessary corrective action is taken without delay.
  - b. Should the employee not be satisfied with the decision of the principal, the employee and principal should investigate the matter with a worker representative of the Site Safety Committee.
  - c. This provision does not take away from the right of an employee to refuse to perform unsafe work, pursuant to the provisions of the Occupational Health and Safety Regulations.
4. District Health and Safety Committee
  - a. The employer and the Association agree that there shall be a district "Health and Safety Committee" which will assist in creating a safe place of work, shall recommend actions and procedures that will improve the effectiveness of the district's Health and Safety Program and shall promote compliance with the Workers' Compensation Act and Occupational Health and Safety regulations.
  - b. The Association shall be represented on the committee by a minimum of two members to be determined by the Association.
  - c. The committee shall be chaired as per the Terms of Reference of the District Health and Safety Committee, which are based on the Workers' Compensation Act and Occupational Health and Safety regulations. The employer shall provide a secretary for this committee.

Changes to the Terms of Reference for the District Health and Safety Committee must be approved by the Association.
  - d. A record of the proceedings of the committee shall be forwarded promptly to the Association, each worksite, the employer and the Workers' Compensation Board (WorkSafeBC).

5. Administration of Student Medication

- a. No employee shall be required to administer student medication or perform other medical procedures except in emergency circumstances.
- b. The employer shall provide appropriate training if necessary to an employee who provides a student with medication or other medical procedures as authorized by the student's parent/guardian.
- c. The employer shall indemnify the employee for any civic liability resulting from providing medication or other medical procedures to a student that is authorized by the student's parent/guardian.
- d. If isolation or other exceptional circumstances prevent Article D.22.5.a from being applicable, any service rendered by employees in administering medication shall be as mutually agreed to between the employer and the Association.

6. Severe Student Behaviour

- a. Both the employer and the Association recognize that incidents of violence directed at an employee will not be tolerated, and must be investigated pursuant to the requirements of the Workers' Compensation Act and Occupational Health and Safety regulations.
- b. Where an employee has been physically or verbally abused by a student, that employee shall refer the student to the school administration who will investigate the concern and take appropriate corrective measures. In every case the school administration shall involve the employee, student and parent/guardian in the corrective plan.

7. Training

The employer shall provide all members of the School and District Health and Safety Committees with educational leave and the associated reasonable costs to attend OH&S training in accordance with the Workers' Compensation Act and Occupational Health and Safety regulations as per the School District No. 73 Occupational Health and Safety Program.

## **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 based on sex, gender identity or expression, including by portraying them in gender stereotyped roles, refusing to acknowledge their identity, or by omitting their contributions.
2. The employer does not condone and will not tolerate any 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, distribution, integration and implementation of anti-sexist educational programs, activities, and learning resources for both staff and students.
4. Prior to October 31<sup>st</sup> of each school year, principals or vice-principals will add to the agenda of a regularly scheduled staff meeting a review of anti-sexist educational programs, activities and learning resources.

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

#### **General**

1. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment, including harassment based on the grounds in the *Human Rights Code* of BC.
2. 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:
  - a. counselling;
  - b. courses that develop an awareness of harassment;
  - c. verbal warning, written warning, transfer, suspension or dismissal.
3. 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.
4. 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.

5. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
6. 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.

## **Definitions**

7. Harassment includes:
  - a. any improper behaviour that would be cruel and/or offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
  - b. 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
  - c. 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
  - d. misuses of power or authority such as exclusion, intimidation, threats, coercion and blackmail; or
  - e. sexual harassment.
8. Sexual harassment includes:
  - a. 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
  - b. any circulation or display of visual or written material of a sexual nature that has the effect of creating an uncomfortable working environment; or
  - c. an implied promise of reward for complying with a request of a sexual nature; or
  - d. 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.

## **Resolution Procedure**

### **9. Step 1 – Informal Resolution Process**

Note: Step 1 (Informal Resolution Process) is not required in order to proceed to Step 2 (Formal Complaint Process).

- a. At any point in the Informal Resolution Process, should the administrator determine that a formal process is required, they will stop the informal process and inform the complainant and respondent in writing.



- b. The complainant may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
- c. Before proceeding to Step 2, the complainant may approach their administrative officer, staff representative or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. The assistance may include the administrative officer meeting with the alleged harasser to communicate the concern and the request that the behaviour stop. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- d. If the matter is not resolved, the administrator may meet with the complainant and respondent separately, and may invite them to participate in a facilitated discussion. All parties involved must agree to respect confidentiality.
- e. In the circumstances where a respondent has acknowledged responsibility, the employer may advise the respondent in writing of the standard of conduct expected by the employer. Such a memo shall be non-disciplinary in nature and may be referred to only to establish that the respondent has been advised of the expected standard of conduct.

10. Step 2 – Formal Complaint Process

- a. 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.
- b. The complaint should include a description of 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.
- c. The complainant may request that the employer consider an alternative dispute resolution process to attempt to resolve the complaint.
- d. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.
- e. 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.

11. Step 3 – Formal Resolution Process

- a. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.10.a. The employer may request further particulars from the complainant, including information about any requested alternative dispute resolution process. Upon the conclusion of such a review, the employer shall:
  - i. initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.11.c below, or;

- ii. recommend mediation or other alternative dispute resolution processes to resolve the complaint.
- b. Should the complainant not agree with the process described in Article E.2.11.a.ii, the employer shall initiate an investigation. The employer shall provide notice of investigation.
- c. The investigation or other formal resolution process shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.
- d. The complainant may request an investigator, mediator or facilitator who:
  - i. is of the same gender as the complainant;
  - ii. is Indigenous, and/or has cultural knowledge and sensitivity if a complainant self-identifies as Indigenous;
  - iii. is a person of colour if the complainant is a person of colour.

Where practicable the request(s) will not be denied.
- e. Where there is an investigation, 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.
- f. Participation in mediation or an alternative dispute resolution process (per Article E.2.11.a.ii) shall not preclude an employee from making a new complaint should the harassment continue or resume following this process.

## Remedies

12. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - a. reinstatement of sick leave used as a result of the harassment;
  - b. 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;
  - c. redress of any career advancement or success denied due to the negative effects of the harassment;
  - d. recovery of other losses and/or remedies which are directly related to the harassment.
13. 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.

14. The local and the complainant shall be informed in writing whether there was a finding of harassment, and whether disciplinary action was or was not taken.
15. 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.
16. 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.

## **Training**

17. 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 be scheduled at least once annually for all new employees to attend.

18. The awareness program shall include but not be limited to:
  - a. the definitions of harassment and sexual harassment as outlined in this Agreement;
  - b. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
  - c. developing an awareness of behaviour that is illegal and/or inappropriate;
  - d. outlining strategies to prevent harassment and sexual harassment;
  - e. a review of the resolution procedures of Article E.2;
  - f. understanding malicious complaints and the consequences of such;
  - g. outlining any Board policy for dealing with harassment and sexual harassment;
  - h. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

## **ARTICLE E.12 DEFINITION AND CATEGORIZATION OF EMPLOYEES**

1. All teachers appointed by the Board shall be appointed in one of the following categories:
  - a. full-time;
  - b. part-time;and will be appointed:
  - c. continuing, if the period of the appointment is for ten (10) months or more;

- d. after September 1, 1993, if the period of the appointment is greater than two (2) months but less than ten (10) months and an applicant qualified for the position is available, the appointment shall be continuing with a term certain assignment.
- 2. a. A temporary appointment will be made when a teacher teaching on call completes two (2) months of continuous service in the same assignment. Such appointments shall be granted retroactive to the commencement of the assignment.
- b. i. When it is known that a teacher on continuing appointment will be absent for two (2) months or more, that position shall be posted and advertised and filled as described in Article E.20.6.e. A teacher teaching on call who serves in the position shall be granted an interview and consideration for the position.
- ii. When no qualified applicant is found management will inform the Association that this position may be reconfigured to allow for qualified applicants to fill the position through in-school assignment change or reposting of the reconfigured position. This shall be a term certain appointment until the return of the teacher.
- c. When a position becomes vacant mid-year the Board may make in-school assignment changes as described in E.20.2 and as informed by Letter of Understanding No.36.
- d. A teacher who has accumulated the equivalent of ten (10) months of full-time employment in two or more temporary appointments made after September 1st, 1990 and prior to July 1st, 1993 shall be offered the first continuing appointment available within the category for which they are qualified.
- e. The board agrees to provide the association with a list of all temporary appointments and the dates on which these assignments were made.

#### **ARTICLE E.13 OFFER OF APPOINTMENT**

- 1. An applicant for appointment can rely on a written or oral offer of an appointment made by the Superintendent, an Assistant Superintendent, or Director of Education.
- 2. The Board shall confirm an offer of appointment to the district in writing within forty-eight (48) hours.

#### **ARTICLE E.14 NO DISCRIMINATION/NON-DISCRIMINATORY WORK ENVIRONMENT**

- 1. Neither the Board, nor any person acting on behalf of the Board shall terminate, suspend, assign, transfer, or discipline an employee, or refuse to employ or to continue to employ an employee, or discriminate against an employee in regard to employment on the basis of that teacher's:

- a. sex, race, colour, religion, political affiliation or activity, national origin, age, handicaps, economic status, marital status, sexual orientation, number of dependants or pregnancy;
  - b. actual or proposed membership or lawful activity at any level of the KTTA or of an affiliate of the KTTA;
  - c. rights under this agreement or any statute of the province.
2. Members of the Association have the right to work in an environment that recognizes the equality of all persons and the Board shall not tolerate racism, sexism or prejudice against any social, ethnic or cultural group.

#### **ARTICLE E.15 COPY OF AGREEMENT**

The collective agreement will be made available to all associate members electronically, after ratification, and upon appointment to the School District. The District will provide seventy-five (75) printed copies to the KTTA office.

#### **ARTICLE E.16 ORIENTATION OF NEW TEACHERS**

1. Attendance at the orientation session is considered to be voluntary.
2. The Board agrees to acquaint new employees with the:
  - a. basic operation of the school district;
  - b. school assigned to.
3. The Association agrees to familiarize employees at the orientation session with the rights and responsibilities outlined in this agreement.

#### **ARTICLE E.17 FALSELY ACCUSED EMPLOYEE ASSISTANCE**

1. Teachers accused of misconduct and subsequently found to be not guilty shall:
  - a. be assisted to the fullest possible extent by the Board in assuring the teacher's successful return to teaching;
  - b. be provided with specialist counselling and/or medical assistance to deal with any negative effects of the allegations;
  - c. be provided time off as sick leave when supported by medical documentation;
  - d. be given preference of vacant positions upon their return to teaching.

2. The Board agrees to appropriately discipline students who maliciously initiate false allegations against teachers and issue upon request, a clear written statement exonerating teachers found to be falsely accused.

#### **ARTICLE E.18 SCHOOL ACT APPEALS**

1. The parties agree that in the event of an appeal of a teacher's decision under Section 11 of the School Act, the appellant will be encouraged to meet with the teacher.
2. The affected employee shall have the right to:
  - a. be informed of the complaint when the Board becomes aware it is an appeal under the Act;
  - b. attend any meetings where the appellant is making a presentation to administration of the Board;
  - c. receive all documents relating to the appeal;
  - d. submit a written statement to the Board. Where the employee is requested to appear before the Board, they may be accompanied by a representative.

#### **ARTICLE E.19 STAFF MEETINGS**

For the purposes of this article, a staff meeting is considered to be a meeting called by the Principal or Vice-principal for the purposes of conducting the business of the school and requiring the attendance of teachers.

1. Except for emergency reasons, school staff meetings shall be regularly scheduled. A draft agenda of the meeting shall be provided at least one (1) working day prior to the meeting date where possible.
2. All school staff meetings shall be held between the hours of 8:00 a.m. and 5:00 p.m. and during the normal instructional week. Teachers will only be required to attend up to twenty (20) staff meetings per year.
3. When a staff meeting is called at a time when a part-time teacher is not on duty, that teacher shall not be required to attend the staff meeting. It is the teacher's responsibility to apprise themselves of the staff meeting agenda and the decisions made.
4. Teachers shall not be required to attend regularly scheduled staff meetings during recess or during the regular lunch intermission.
5. Teachers wishing to place items on the agenda shall notify the Principal or Vice-principal.
6. Minutes of meeting shall be circulated to staff members.

## **ARTICLE E.20           TRANSFER ASSIGNMENTS AND POST AND FILL PROCESS**

The parties recognize that the transfer process of teaching staff may be a means of enriching school programs and encouraging professional growth.

### **1.       Identification of positions available for transfer**

- a.       In order to determine which positions are available, the following information is required on or about April 15<sup>th</sup>;
  - i.       enrolment estimates and staffing allocations for each school,
  - ii.      employees surplus to their schools and employees who are issued layoff notice as a result of declining enrolment or program needs,
  - iii.     employees holding temporary and term certain contracts,
  - iv.      employees planning to retire or to resign as of June 30<sup>th</sup>,
  - v.      employees granted a leave of absence for the next school year.
- b.       All employees returning from leave, and all employees requesting leave must notify the Superintendent's office in writing by April 15<sup>th</sup>. Employees who intend to resign or retire at the end of the school year should give confidential notice in writing by April 15<sup>th</sup> wherever possible.
- c.       A list of all employees identified above shall be provided to the KTTA.
- d.       On or about April 20<sup>th</sup>, the Board will post in schools all known teaching positions available for transfer for the next school year.
- e.       As other positions become known, they too will be posted.

### **2.       Assignments Within Schools**

- a.       No employee shall be reassigned for disciplinary or punitive reasons.
- b.       Discussions pertaining to school organization, proposed timetable and staff assignments shall occur during regular staff meetings.
- c.       In-school assignment changes shall be accommodated wherever possible, taking into consideration qualifications, training, experience, equitable distribution of workload and the employee's preference.
- d.       Prior to a position being declared available for transfer or vacant, the principal/vice principal in consultation with staff will consider in-school assignment changes.

3. Surplus Process (About April)

- a. In the event a transfer from a school is necessary, the Principal will determine the employee(s) to be designated surplus based on the requirements of the school as determined in consultation with the staff.
- b. Where an employee is informed of the necessity to be designated surplus, they shall be given as much notice as reasonably possible and shall be provided in writing with the reasons for the surplus designation.
- c. Unless the need is clearly established in writing at the time of transfer, no employee shall be transferred without their agreement more than once in three (3) school years.
- d. An employee who has been designated surplus to the projected needs of a school and transferred to another work location shall, subject to the needs of the school from which they were transferred, be given the opportunity to return in September of the next school year if the reasons for which the employee was declared surplus no longer exist.
- e. The affected employee retains the ability to exercise transfer status as per Article E.20.5.e.iv.
  - i. Employees designated surplus after one year in a continuing assignment can exercise their transfer status after two more consecutive years in a continuing assignment.
  - ii. Employees designated surplus after two or three years in a continuing assignment can exercise their transfer status in the spring of the next school year.
- f. The employer shall endeavour to have notification of all surplus designations completed before the posting of round one.

4. General Provisions re: Transfer

- a. No employee shall be transferred for disciplinary or punitive reasons.
- b. The employer may require an employee to transfer to an assignment involving a significantly different grade level or significantly different subject area, only if:
  - i. there remain no vacancies in the employee's existing grade level or subject area for which they have the necessary qualifications;
  - ii. the employer provides adequate "assisting teacher" support and release time to ensure professional retraining commensurate with the degree of change of assignment;
  - iii. the employee is offered priority in future vacancies in their existing grade level or subject area. Such priority shall be comparable to that under Article E.20.5.e.ii.



- c. When an employee requests a transfer and the transfer cannot be effected, they shall be informed in writing.
- 5. Posting and Filling of Positions by Transfer (Round 1)
  - a. the employer will post in schools all known teaching positions available for transfer for the next school year on or about May 22<sup>nd</sup>.
  - b. As other positions become known, they too will be posted.
  - c. Lateral Transfer:
 

Direct exchanges between two employees with similar assignments are permitted. Employees who are interested in such a transfer must notify the Superintendent's office prior to May 30<sup>th</sup>. These exchanges are subject to the agreement of the employees involved, their school principals and the District office; requests shall not be unreasonably denied. In the event that the lateral transfer is not acted upon, the affected employees shall be notified with reasons in writing.
  - d. Within one week of a posting all employees requesting transfer to one or more of the available positions, must advise the Human Resources Department in writing. A list of such requests will be provided to the KTTA.
  - e. Employees who apply for transfer to posted positions will be accommodated in the following order of priority:
    - i. employees returning from deferred salary leave to the position left and if the position still exists;
    - ii. employees returning from leave;
    - iii. employees designated as surplus to the needs of their school.
    - iv. full-time employees who have held a continuing position in their current school for three years or more and part-time employees who have requested a transfer to a greater FTE.
  - f. The employer shall endeavour to have Round 1 completed by May 30<sup>th</sup>.
- 6. Posting and Filling Vacant Positions (Round 2 and subsequent rounds)
  - a. On or about May 30<sup>th</sup>, after transfer applications have been accommodated as outlined above, all remaining positions and all newly created positions shall be designated as vacant.
  - b. The employer shall advertise and send notification of all vacancies by:
    - i. Posting all vacancies on the school district website;
    - ii. Sending notification to all schools;

- iii. Sending notification to the KTTA office;
    - iv. Notifying all employees.
  - c. The employer will advise the Association office of all vacancies that occur during the months of July and August and shall post such vacancies at the Board and KTTA offices no earlier than the third Monday of August. Positions that become vacant during the last few days of summer will be emailed to the KTTA office and president.
  - d. After Round 1, vacancies shall be filled from applications received in the following order of priority:
    - i. until September 1st, employees who are eligible for transfer. If such a transfer occurs, the position left shall be declared vacant and posted;
    - ii. employees on the recall list as outlined in Article C.12.1.c;
    - iii. employees possessing the necessary qualifications who have accumulated the equivalent of ten (10) months of full-time employment in two (2) or more temporary appointments within the employment categories defined in Article E.12 prior to July 1st, 1993. Where two or more applicants possessing the necessary qualifications apply for a vacant position and fall within categories in Article E.20.6.d.ii and Article E.20.6.d.iii, the employee with the greatest seniority shall be appointed;
    - iv. other applicants.
  - e. Positions which become vacant, or new vacancies greater than two (2) months which arise after September 1st, shall be posted and advertised and shall be filled firstly with employees designated surplus in September to their school needs, and then with employees from the recall list, and appointed as per Article E.12.1 and Article E.12.2. Remaining vacancies will then be filled as per Article E.20.6.
  - f. Postings shall indicate if the assignment is of a limited duration.
7. Vacancies in all posts of special responsibility except school-based co-ordinators and Teachers in Charge, shall be filled by competition.

## **ARTICLE E.21 PERSONNEL FILES**

1. There shall be only one Personnel File for each teacher, maintained at the district offices. Any file relating to an employee kept at a school shall be destroyed when the employee leaves that school or when there is mutual agreement between the employee and the school administration.
2. All medical information in the Personnel File shall be stored separately in a secure place accessible only to administrative staff with a responsibility which requires access to the information.

3. After receiving a request from an employee, the Superintendent, in respect of the district file, or the school administrator, in respect of any school file, shall forthwith grant access to that teacher's file.
4. An appropriate School Board official shall be present when an employee reviews their file, and the employee may be accompanied by an individual of their choosing.
5. The School Board agrees that only factual material and material relevant to the employment of the employee shall be maintained in Personnel Files.
6. A teacher shall be informed when material is placed in their Personnel File and shall receive a copy of the material. A teacher shall have the right to append material to their file that they believe adds materially to the issue(s) under dispute.
7. Where material in the nature of a minor reprimand is placed in the file, the employee may elect to have the material removed not less than five (5) years after the filing, provided that no further material of a reprimanding nature has been subsequently filed.
8. Notwithstanding the previous clause, a teacher may apply at any time to the Superintendent to have material of a disciplinary nature removed from their Personnel File. Should the application for removal be denied, written reasons shall be provided to the employee.

## **ARTICLE E.22        JOB SHARING**

1. Two teachers may jointly request a specified job share assignment in respect of a single full-time position.
2. A job share assignment for an approved job share partnership may be obtained through:
  - a. an in-school assignment change for two teachers with continuing assignments on the same staff;
  - b. a full-time teacher who has reduced their assignment to part-time and a teacher who fills the remainder of the position.
  - c. two teachers with continuing assignments successfully obtaining one posted position
3. Two teachers, at the secondary level, shall be entitled to request a job share of 8 blocks. Both teachers shall be paid in lieu of preparation time.
4. Job share applications for an in-school assignment change must be made in writing to the principal.
5. Job share applications for a specific posting will be made in writing to the principal and the Human Resources Department prior to the close of the posting.

6. Job share applications, for either an in-school assignment change or a posting, must include a job share plan setting out the operation of the job share with respect to:
  - a. the percentage of time to be taught by each job share partner;
  - b. the division of duties assigned to teachers in the school;
  - c. the method of completing reports to and communicating with parents;
  - d. the sharing of preparation time and any other rights afforded to teachers;
  - e. the manner in which the classroom schedules such as preparation time, supervision, physical education, and computer lab time fit the school's schedule;
  - f. attendance at staff meetings, parent conferences, team meetings, professional development and in-service training;
  - g. the manner in which the job share partners will make internal arrangements to ensure that the education program is provided in a seamless manner.
7. Such applications shall not be unreasonably denied.
8. Salary shall be pro rated according to the percentage of time taught by each job share partner. Each job share partner must teach a minimum of 0.2 FTE and not more than 0.8 FTE of the 1.0 FTE job share assignment.
9. Job share partners shall be eligible to participate in all benefit plans with the Board sharing in premiums on a pro rated basis as a percentage of time taught.
10. Each job share partner shall teach a minimum of 0.2 FTE and not more than 0.8 FTE of the 1.0 FTE job share assignment.
11. In the absence of one of the job share partners, the remaining partner shall, wherever possible, assume the full duties of the job share assignment and shall be paid on scale.
12. The job share partnership shall hold the seniority of the most senior job share partner. At such time as the partnership may dissolve, each partner will hold their individual seniority.
13. Each job share partner shall possess the necessary qualifications for the job share assignment.
14.
  - a. Job share assignments formed pursuant to Article E.22.2.b shall continue until June 30<sup>th</sup> and then dissolve; the status of any employee not holding a position on conclusion or dissolution of a job share shall be equivalent to the status the employee held prior to the job share.
  - b. Job share assignments formed pursuant to Article E.22.2.a or E.22.2.c shall dissolve on June 30<sup>th</sup> unless the job share partners make a mutually agreed-upon request to continue by April 30<sup>th</sup> and it is agreed to by the employer.

15. Either job share partner or the employer may dissolve the job share assignment if the assignment is not satisfying the terms of the job share plan referred to in Article E.22.6. The most senior job share partner shall be offered the 1.0 FTE position. If not accepted by the most senior job share partner, the 1.0 FTE position shall be posted and filled according to the provisions of the collective agreement.

If the job share was formed under Article E.22.2a., the status of any teacher not holding a position on conclusion or dissolution of a job share shall be equivalent to the status the teacher held prior to the job share and given status equivalent to surplus. If a position is available and declined, then the employee(s) shall be given status equivalent to a teacher who has held a position in their school for three or more years and has requested a transfer.

If the job share was formed under Article E.22.2.c., the status of any teacher not holding a position on conclusion or dissolution of a job share shall be equivalent to the status the teacher held prior to the job share and shall be equivalent to a teacher who has held a position in their school for three or more years and has requested a transfer.

16. If one job share partner is unable to fulfill the duties of the job share assignment the 1.0 FTE position shall be offered to the other job share partner for the remainder of the year. If the offer is refused, the vacated portion of the position shall then be posted and filled according to the provision of the collective agreement.
17. Each job share partner is considered to be on leave of absence with respect to the percentage of time not worked of their continuing assignment.

## **SECTION F        PROFESSIONAL RIGHTS**

### **ARTICLE F.1        PROFESSIONAL DEVELOPMENT FUNDING**

Article F.1.1 and F.1.2 is not applicable in School District No. 73 (Kamloops-Thompson). See F.13 below.

3.        Upon ratification in each subsequent round of bargaining, where Article F.1.1 does not already apply, then Article F.1.2 will be implemented as part of the melding process.

### **ARTICLE F.10        JOINT LABOUR LIAISON COMMITTEE**

The Joint Labour Liaison Committee shall consist of representatives from the trustees, representatives from administration, and representatives from the Teachers' Association.

The committee shall be jointly chaired by the Teachers' Association and the Board. This committee shall meet at least monthly and minutes from each meeting shall be circulated to all schools and to all trustees.

This committee is a problem solving forum to resolve district-wide issues of a non-contractual nature.

The mandate of the committee includes, but is not limited to, the following:

1.        To foster better relations and communications between the Employer and teachers through the Association.
2.        To cooperate to improve services to students.
3.        To consider suggestions from employees and management through their representatives regarding district-wide issues.
4.        To seek clarification on practices within the district.

Prior to circulation, minutes shall be jointly approved by a representative of the Association and a representative from the Board.

### **ARTICLE F.11        PROFESSIONAL AUTONOMY**

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

## **ARTICLE F.12        SCHOOL ACCREDITATION**

The Board shall provide to each school involved in accreditation five (5) TTOC days support. Other support will be granted by the Superintendent's office in consultation with the school administrator.

1.     The purpose of school accreditation is to provide school staffs with an opportunity to develop, in co-operation with their local communities, the best possible school climate and programs.
2.     The school goals and objectives shall be set by the school staff for accreditation.

## **ARTICLE F.13        PROFESSIONAL DEVELOPMENT**

1.     In order to assist teachers financially in undertaking individual professional development, the Board shall pay annually, each November 15th an amount equal to ½ of 1% of teacher payroll to the Association for professional development. The Association will provide the Board with an annual accounting of the funds.
2.     Short-term leaves under this article shall be granted in accordance with Article G.32 at the cost of a teacher teaching on call.
3.     The Joint Professional Development Committee shall be comprised of three Board and three Association representatives. The Board and the Association shall share the role of chairperson in an alternating rotation. Prior to circulation, minutes shall be jointly approved by a representative of the Association and a representative of the Board. The Committee shall be responsible for planning joint professional development activities.
4.     Each school shall operate a Professional Development Committee, consisting of the school administrator and other teachers on the staff. Professional development activities at the school level shall be determined by this committee.

## **ARTICLE F.14        CURRICULUM IMPLEMENTATION**

1.     A joint committee shall be struck for the purpose of consultation regarding all matters concerning the implementation of either provincial or local new curricula.
2.     The membership of the committee shall comprise three KTTA appointees, the Superintendent or designate, one elementary administrator and one secondary administrator.
3.     The KTTA shall appoint a Union representative to the Primary, Intermediate, and Graduation Program Steering Committees as a means of facilitating improved communication.
4.     In order to increase the effectiveness of this committee, the members shall discuss and develop guidelines for its effective operation. The committee shall meet at the request of either party to discuss implementation of the new curricula.

5. The prime consideration of any implementation of new curriculum shall recognize the needs of the classroom teacher.
6. This committee shall consult with teachers in the district in order to determine the resources needed. Resources, and inservice planning identified by the committee as being required shall be considered by E.O.C. in support of the implementation.



## **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 one hundred and twenty (120) 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.18 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, and
  - b. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
  - c. Current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.
4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
7. Seniority shall continue to accrue during the period of the compassionate care leave.
8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

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

[See also Article G.26 Compassionate Leave for short term compassionate leaves of up to three 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

[This Article contains various paid and unpaid leave provisions. Please read the article in its entirety to understand the full leave entitlements provided herein.]

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

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

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), current ward, 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, former 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. Up to 1/2 day shall be allowed to attend a funeral as long as no replacement is required and it is approved by the school administration.

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

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

#### *Implementation:*

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

Note: See also Article G.27 Discretionary Leave.

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

*[Note: Articles G.6.1 to G.6.10 are not applicable in S.D. No. 73 (Kamloops-Thompson)  
Article G.6.1.b applies for the purposes of Article A.10 only.]*

- 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.

## Local Provisions

### 11. President's Leave Term

- a. A President of the Association who is elected to take office effective July 1, or their replacement, shall be released by the Board from teaching duties for 100 percent of the time. The Board shall continue to pay the President their salary and to provide benefits as specified in the agreement. The Association will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.
- b. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Board. The President shall inform the Board of the number of days or partial days, if any, that they were absent from presidential duties due to illness. Such days or partial days shall be deducted from the President's accumulated sick leave credits. Upon return to full teaching duties, the President shall be assigned to the same position in the same school.

### 12. Leave For Association Business

- a. Provided thirty (30) days' notice is received, full or part-time leave of absence shall be granted to an employee to serve as an elected official of the Association or of an affiliate of the Association, except the BCTF. Such leave is to be granted with the understanding that while serving in such a position, the employee for the purposes of benefits, pension, sick leave, seniority, and experience shall be considered to be a full-time employee of the Board, and with the understanding that the Board will be fully reimbursed the cost of all such provisions. On return to the district, the employee will be assigned to the same or a comparable position.

The employee shall inform the Board of the number of days or partial days that they were absent from their duties due to illness.

- b. An employee will be granted a leave to serve on committees of the Association or of an affiliate of the Association, except the BCTF, or to attend meetings of the Association or its affiliates, except the BCTF, for the purpose of conducting business. Such leave will be limited to fifteen (15) days per school year wherever possible. In the event that the leave goes beyond fifteen (15) days per school year the same Teacher Teaching on Call (TTOC) will be engaged wherever possible. Such release time from duties shall be granted without loss of pay and shall be granted subject to the Board being reimbursed for the cost of a TTOC as specified in Article B.2 for each day of leave.
- c. On thirty (30) days' notice, an employee shall be granted one leave to accept a term appointment as an employee of the Association or its affiliates on the understanding that the term will not exceed four (4) years and that the employee will not be entitled to benefits, experience credit or sick leave provisions. The employee will retain all prior entitlements upon their return. On return to the district, the employee will be assigned to the same or comparable position.

### 13. School Staff Representatives

School staff representatives whose name(s) shall be provided to the Board by October 15th of each year shall:

- a. advise their school administrator of the need to be relieved of regular duties in order to act as a staff representative. Such leave shall not be unreasonably denied. In schools where there is more than one staff representative, one representative will be designated as the chief staff representative for the purposes of communicating with administration;
- b. when requested by another teacher on staff, be relieved of instructional duties without loss of pay to be present at a meeting between the Administrator and the teacher;
- c. be relieved of instructional duties without loss of pay to investigate or participate in a grievance or arbitration involving a teacher in the staff representative's work location. In the event that there is no staff representative available at a given work location, a member of the KTTA executive shall serve as a staff representative;
- d. whenever possible, staff representatives will conduct their business outside of normal instructional hours.

## **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.12           MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS**

1. When an employee takes maternity leave pursuant to Part 6 of the *Employment Standards Act*, the employer shall pay the employee:
  - a. One hundred percent (100%) of their current salary for the first week of the leave; and
  - b. When the employee is in receipt of Employment Insurance (EI) maternity benefits, the difference between the amount of EI maternity benefits received by the teacher and one hundred percent (100%) of their current salary, for a further fifteen (15) weeks.

*[Note: In SD 73, for employees who do not qualify for EI maternity benefits, G.12.1 does not apply. See G.12.2 below.]*

#### **Local Provisions:**

- c. Provided that period falls when school is in session.
2. When a pregnant teacher takes the maternity leave to which they are entitled pursuant to the Employment Standards Act, and the teacher is not in receipt of EI maternity benefits, the Board shall pay the teacher 95% (ninety-five percent) of their current salary for the first two weeks of the leave which falls during times when school is in session.

*[See Article G.21 Maternity/Parental/Adoption Leave for leave provisions.]*

#### **ARTICLE G.18           SICK LEAVE**

1. Sick Leave means the period of time an employee is permitted to be absent from work at their regular rate of pay while ill, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act. Sick Leave shall not be used when an employee is on an approved leave from the Board other than as specified in Article G.6.11 and G.6.12
  - a. Sick Leave allowance means the number of days that an employee has been credited through service to the Board and for which they will be entitled to Sick Leave at their regular rate of pay.



- b. Sick Leave allowance shall be credited to an employee on the basis of two (2) days for each full month of service taught with the Board. Employees working less than a full month shall be credited entitlements on a pro-rated basis.
- 2. Teachers in their first year of continued employment with the Board shall be allocated eight (8) days of Sick Leave entitlements for the period September to December in September and twelve (12) days for the period January to June in January.
- 3. In any one year when an employee has not used their Sick Leave allowance or has only used a portion of it, the entire unused allowance shall accumulate for their future use.
- 4. Deduction shall be made from Sick Leave allowance on the basis of one (1) day for one (1) working day (exclusive of holidays) of Sick Leave to a maximum of 120 days in any one school year.
  - a. An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness certifying that such employee is unable to carry out their duties due to such illness. Additional certifications may be required for lengthy absences.
  - b. When an employee is given leave of absence without pay for any reason or is laid off and returns to the service of the Board upon expiration of such leave of absence or layoff, they shall not receive Sick Leave allowance for the period of such absence but shall retain their cumulative allowance, if any, existing at the time of such leave or layoff.
  - c. A record of all unused Sick Leave allowance will be kept by the Board. The Board shall advise each employee of the amount of their accumulated Sick Leave allowance at the end of each month.
  - d. All Sick Leave credits are cancelled upon termination of employment.

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

## **ARTICLE G.19      RETURN TO WORK AFTER LONG-TERM ILLNESS**

The Board will assist in the return to work of teachers absent due to a long-term illness as follows:

- 1. consider the teacher for teacher teaching on call assignments upon the recommendation of a qualified physician;
- 2. with supporting documentation from a qualified physician the Board will place the employee in a reduced assignment where it is practicable;
- 3. an employee returning to a reduced assignment will be considered to be on sick leave for the difference between the agreed upon reduced assignment and their regular assignment.

## **ARTICLE G.20            SUPPLEMENTATION OF COMPENSATION AWARD**

1.     An employee prevented from performing their regular work with the Board on account of an occupational accident that is recognized by the Worker's Compensation Board as compensable within the meaning of the Compensation Act, shall have deductions of that portion of the day not paid by the Workers' Compensation Board made from their sick leave allowance for each day the employee is entitled to Workers' Compensation.
2.     The Board shall receive the Workers' Compensation cheque and shall pay the employee their regular rate. In the event an employee has not sufficient sick leave entitlement, the employee shall receive the Workers' Compensation cheque.
3.     The Board shall continue to maintain the Employer's share of all benefits during the period of time that the teacher is unable to work and in receipt of Workers' Compensation Benefits.

## **ARTICLE G.21            MATERNITY/ADOPTION/PARENTAL LEAVE**

1.     Maternity, adoption and parental leave without pay shall be granted to an employee:
  - a.     as provided for in Part 6 of the Employment Standards Act.
  - b.     for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester.

[See Article G.12 Maternity/Pregnancy Leave Supplemental Employment Benefits for provisions on supplemental employment benefits.]

2.     Supplemental Unemployment Benefits on Parental/Adoption Leave:
  - a.     Paid leave of up to two (2) days shall be granted an employee receiving an adopted child.
  - b.     When a teacher takes the parental/adoptive leave to which they are entitled pursuant to the Employment Standards Act, the Board shall pay the teacher:
    - i.     75% (seventy-five percent) of their current salary for the first two weeks of the leave which falls during times when school is in session;
    - ii.    the difference between 75% (seventy-five percent) of their current salary and the amount of E.I. parental/adoptive benefits received by the teacher, for a further ten (10) weeks provided that period falls when school is in session.
3.     Return From Maternity / Adoption / Parental Leave
  - a.     An employee returning from maternity or adoption leave within the same school year shall be reassigned to the same position held prior to the leave.

- i. An employee returning from extended maternity or adoption leave shall be assigned to a comparable position.
- ii. In the event of circumstances beyond the employee's control, they may be permitted, based on the Board's requirements, to return to duty earlier than initially stated, but in any event no later than the commencement of the next school year.
- iii. The combined term of extended maternity, adoption or parenthood leave, shall not exceed thirty (30) consecutive months.

#### 4. Extension to Maternity / Adoption / Parental Leave

- a. An extension to maternity and adoption leave shall be granted by the Board without pay, or employee benefits:
  - i. to the end of the school year with seniority;
  - ii. for an additional twenty (20) months without seniority, provided that:
    - 1. extensions are requested in writing one (1) month in advance;
    - 2. return from leave coincides with the commencement of a school term or semester.

#### 5. Use of Sick Leave

If at the end of the agreed upon leave, where the teacher returning from leave has been assigned to a position, the teacher is unable to return to duty because of ill health, they shall qualify for sick leave benefits previously accumulated.

### **ARTICLE G.22 PARENTHOOD LEAVE**

- 1. Parenthood leave of up to one year, without pay, seniority, or employee benefits, shall be granted to an employee provided that such leave is requested in writing and coincides with the commencement of a term or semester.
- 2. In the event that the circumstances on which the leave was based change significantly, an employee may return to duty earlier than contemplated. The Board shall be notified at least twenty (20) working days prior to the revised date of return and such return shall coincide with the commencement of a term, semester or quarter.
- 3. Teachers who have been granted less than one (1) year leave shall return to the position they held prior to going on leave.
- 4. Teachers who have been granted one (1) year leave may return to the first available position to which they are qualified.

## **ARTICLE G.23          PATERNITY LEAVE**

Upon notification to the Superintendent's office, up to two (2) days paid leave shall be granted to a partner immediately following the birth of their child. Such leave must be taken no later than the arrival of the child at home.

## **ARTICLE G.24          JURY AND COURT WITNESS**

The Board shall maintain the pay of an employee who is required to serve as a juror or subpoenaed as a court witness other than on their own behalf. The employee will pay the Board any monies received for jury service or as a court witness.

## **ARTICLE G.25          FAMILY ILLNESS**

In the case of illness of an immediate family member (parent, spouse, cohabitant, child) residing at the employee's residence, and when no other person can provide for the needs of the ill person, an employee shall be entitled, after notifying their school administrator, to use up to a maximum of three (3) days sick leave entitlements per illness, to a maximum of five (5) days per year.

## **ARTICLE G.26          COMPASSIONATE LEAVE**

1. In the event of hospitalization or serious illness of a spouse, cohabitant, child or parent, where the medical practitioner requests the employee to be in attendance, an employee shall be allowed, after notifying their Administrative Officer, to use up to a maximum of one (1) day if in town and three (3) days if out of town per year and have such days deducted from sick leave entitlement.
2. The Employer may request that an employee provide a certificate from a duly qualified medical practitioner certifying the employee was unable to perform their duties due to personal or family member illness.

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

## **ARTICLE G.27          DISCRETIONARY LEAVE**

1. Upon notification to their school administrator, an employee shall be granted two (2) days' leave for any purpose at the cost of a TTOC as specified in Article B.2 to attend to personal business.
2. An additional two (2) discretionary days shall be granted upon application to the Superintendent to those employees requesting time off during the school term to observe a non-Christian religious holiday.
3. An additional two (2) discretionary days shall be granted upon application to the Superintendent to employees to attend to the needs of an ill parent.

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

## **ARTICLE G.28 LEAVE FOR ELECTIVE OFFICE**

1. When an employee is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, they shall be given a leave of absence, without pay, during the election campaign.
2. Should the employee be elected as an M.P. or M.L.A., they shall be granted a leave of absence without pay, seniority or employee benefits for a period of four (4) years.
3. Employees elected to municipal or regional boards shall be granted time off to attend to office responsibilities, and shall be deducted on the basis of 1/195ths of the annual salary for each day taken.

## **ARTICLE G.29 EXAMINATION AND CONVOCAATION LEAVE**

Up to two (2) days' paid leave may be granted to undergo an examination in a subject related to teaching or to receive a university degree.

## **ARTICLE G.30 SECONDMENT TO OTHER EDUCATION INSTITUTIONS**

With thirty (30) days' notice, an employee shall be granted a leave of absence if seconded to work for either the Ministry of Education or a university or college in the Province of British Columbia. Employees shall not be granted leaves for longer than a two (2) year period under this article, and will not be entitled to benefit coverages, or sick leave provisions while on leave, but will retain all prior entitlements upon their return. On return to the district, the employee will be assigned to the same or a comparable position.

## **ARTICLE G.31 EDUCATIONAL LEAVE**

1. Those teachers selected for sabbaticals by the Association shall be granted such leave with all costs borne by the Association. Teachers will earn experience and seniority while on educational leave.
2. Teachers selected to be on various district committees shall suffer no loss in pay, benefits or seniority when fulfilling such a request.
3. With prior approval of the Superintendent those teachers invited to participate as a guest speaker, workshop facilitator or conference organizer at an educational function, shall be granted leaves with pay up to a maximum of three (3) days per year. Any monies received as a result of this leave shall be returned to the district.

## **ARTICLE G.32            GENERAL LEAVES OF ABSENCE**

### **1.        Short-Term**

- a.        The Employer shall grant short-term leaves of absence for periods of less than two (2) months without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Leave granted would be at no cost to the Board and employees would be deducted all employee benefit payments in addition to 1/195<sup>ths</sup> of annual salary for each day taken.
- b.        On approval of the Superintendent, a leave of absence, as provided for in Article G.32 of this section, may be granted in addition to the time allowed for in Paternity Leave, Bereavement Leave, Family Illness, Compassionate Leave, Discretionary Leave, and Examination and Convocation Leave.

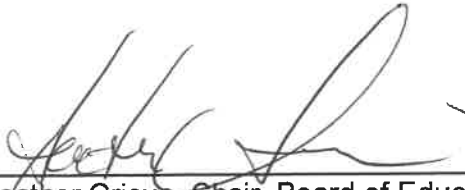
### **2.        Long-Term**

- a.        Long-term leaves without pay shall be granted by the Employer for periods of two (2) months or greater, and up to two (2) years for any purpose other than to accept teaching employment elsewhere in other school districts within British Columbia, except where permission has been granted by the district Superintendent.
- b.        Requests for long-term leaves will be considered by the Employer only if:
  - i.        the employee has accumulated a minimum of three (3) years continuous service immediately prior to the leave period requested;
  - ii.       the request is received thirty (30) days in advance;
  - iii.      the commencement date of the leave coincides with the start of a school term or semester.
- c.        In the event that the circumstances on which the leave was based change significantly, an employee may return to duty earlier than contemplated. The Board shall be notified at least twenty (20) working days prior to the revised date of return and such return shall coincide with the commencement of a term, semester or quarter.
- d.        Teachers who have been granted less than one (1) year leave shall return to the position they held prior to going on leave.
- e.        Teachers who have been granted one (1) to two (2) years leave may return to the first available position for which they are qualified. If the date of return does not coincide with the commencement of the school year, then the teacher may return to the first available term certain assignment subject to seniority and necessary qualifications. Priority when applying for positions under Article E.20.5.e for the following school year shall be equivalent to teachers returning from leave.

- f. Employees on leaves of absence may continue participation in employee benefits outlined in Article B.11 provided that:
  - i. the plans allow such participation;
  - ii. the participation is at no cost to the Employer;
  - iii. the employee maintains participation in all plans enrolled in prior to the leave.

## SIGNATURES

Signed at Vancouver, British Columbia, this 27th day of November, 2024



Heather Grieve, Chair, Board of Education  
School District No. 73 (Kamloops-Thompson)



Darcy Martin, President  
Kamloops Thompson Teachers' Association



Alison Jones, Director,  
Labour Relations (Collective Bargaining)  
British Columbia Public School Employers'  
Association



Clint Johnston, President  
British Columbia Teachers' Federation



# LETTERS OF UNDERSTANDING/INTENT

## LETTER OF UNDERSTANDING NO. 1

### BETWEEN

### THE BRITISH COLUMBIA TEACHERS' FEDERATION

### AND

### THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

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

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

<b>Appendix 1</b> <b>PROVINCIAL MATTERS</b>
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## **Appendix 1 – Provincial Matters**

### **Housekeeping – Form Issues**

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

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

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

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

1. Determination of Salary
  1. *Placement on Scale*
  2. *Salary Review*
  3. *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
  4. *Classification of Salary for Letters of Permission*
  5. *New Positions, Reclassification*
  6. *Experience Recognition*
2. Salary Scale
  1. *Category Addition*
  2. *Category Elimination*
3. Payment of Salary
  1. *Increment Dates*
  2. *Withholding*
  3. *Error in Salary – Adjustments*
  4. *Part Month Payments and Deductions including Schedule*
  5. *Pay Periods including payment schedule*
4. Employees' Pay and Benefits including sick leave
  1. *Full time and continuing teachers*
  2. *Part Time and temporary or term teachers*
  3. *Teachers Teaching on Call*
  4. *Summer School and Night School Payment*
  5. *Associated Professionals*
5. Positions of Special Responsibility
6. Teacher in Charge/Acting Administrators (Filling Temporarily Vacant Position)
7. Automobile/Travel Allowance
8. First Aid, First Aid Allowance and Training
9. Special Allowances, i.e., Moving/Relocation, Travel, Isolation, One-Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, Clothing, etc.
10. Establishment and funding of Classroom Supply Fund or Allowance (Compensation for Funds Spent by Teachers on Class)
11. Housing and Housing Assistance
12. No Cuts in Salary and Benefits
13. Payment for Work Beyond Regular Work Year
  1. *Counsellors Working Outside School Calendar*
  2. *Night School Payments*
  3. *Summer School Payments*
  4. *Salary – Payment for Additional Days*
  5. *Not Regular School Days*
14. Payment of Teacher Regulation Branch and other professional fees
15. Benefits – general information and benefits management committee

16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

### **Section C – Employment Rights**

1. Employment on Continuing Contract
  1. *Appointment on Continuing Contract*
  2. *Employment Rights – Temporary Teachers converting to continuing*
  3. *Probationary period*
2. Dismissal and Discipline for Misconduct
  1. *Conduct of a Teacher (Inside and Outside School)*
3. Dismissal Based on Performance
4. The Processes of Evaluation of Teachers' Teaching Performance
5. Part-Time Teachers' Employment Rights
  1. *Sick Leave and Benefits*
  2. *Long Services – Part Time Teaching Plan, Part Year Teachers*
6. Teacher Teaching 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 B)
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 C)
  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**

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

<b>Appendix 2</b> <b>LOCAL MATTERS</b>
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## **Appendix 2 – Local Matters**

### **Housekeeping – Form Issues**

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

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

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

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

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

## **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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



9. Selection of Administrative Officers (Note: See Addendum B)
10. Parental Complaints, Public Complaints

## **Section F – Professional Rights**

1. Professional Development Committee as related to funding control (Note: see also Addendum C)
2. Committees
  1. *Professional Relations/Labour management*
  2. *Parent Advisory Council*
  3. *Joint Studies Committee*
  4. *Professional Development Committee (Note: see also Addendum C)*
  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.

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

**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.

Signed this 25<sup>th</sup> day of October 1995

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Signed this 11<sup>th</sup> day of December 1996.

**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:

Teacher Assistants:

Teacher Assistants language shall, for all purposes, remain as a local matter pursuant to the Letter of Understanding signed between the parties as at May 31, 1995 save and except that language which concerns the use of teacher assistants as alternatives for the reduction of class size and/or the pupil/teacher ratio shall be designated as a provincial matter.

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.

Signed this 23rd day of April 1997.

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

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

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

Signed this 7<sup>th</sup> day of October 1997.

**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

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

**Between**

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

**And**

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

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

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

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**(Not applicable in School District No. 73)**

**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. 73)**

## LETTER OF UNDERSTANDING No. 4

### BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### AND

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Indigenous Peoples**

The parties recognize that Indigenous Peoples are underrepresented in the public education system. The parties are committed to redressing the under-representation of Indigenous Peoples in the workforce and therefore further agree that:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, to make application to the Office of the Human Rights Commissioner under section 42 of the *Human Rights Code* to obtain approval for a "special program" that would serve to attract and retain Indigenous employees.
2. They will encourage and assist boards of education and local teachers' unions to include a request to grant:
  - a. priority hiring rights to Indigenous applicants; and
  - b. priority in the post and fill process and layoff protections for Indigenous employeesin applications to the Office of the Human Rights Commissioner.
3. The parties' support for special program applications is not limited to positions funded by targeted Indigenous Education Funding.
4. The provincial parties will jointly develop communications and training which will support the application for and implementation of special programs in districts. As part of the communications and training initiative, the parties will develop an Implementation Guide to be shared with boards of education and local teachers' unions.
5. The provincial parties will meet to initiate this work within three (3) months of ratification of this agreement (or other time period as mutually agreed to) with the goal of completing the Implementation Guide and a plan for communications and training within one (1) year.

Signed this 28<sup>th</sup> day of October, 2022

## 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.

#### **1. 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 \$2,761 effective July 1, 2022 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 \$2,761 effective July 1, 2022 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.

#### **2. Joint Remote Recruitment and Retention Review Committee**

The parties agree to establish a committee within six (6) months of the conclusion of the 2022 provincial bargaining (or other period as mutually agreed to).

The committee shall be comprised of up to three (3) representatives appointed by BCTF and up to three (3) representatives appointed by BCPSEA.

The committee will review:

- a. the 2008 criteria used to establish Schedule A;
- b. current demographics and data related to implementation of LOU 5;
- c. cost implications of potential future changes to LOU 5;
- d. current data related to remote recruitment and retention;

The parties agree to complete the work of the committee January 1, 2024 (or other period as mutually agreed to).

Signed this 28<sup>th</sup> day of October, 2022



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

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

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

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

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

## LETTER OF UNDERSTANDING No. 6

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

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

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

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

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

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

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

## **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.

[\* Note: effective November 30, 2022, initiation of sick leave and seniority verification process was increased from 90 days to 120 days.]

3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports), for the purpose of porting, the teacher will be limited to a maximum of 1 years seniority for each year.
4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.
5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

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

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

\* Note: effective November 30, 2022, initiation of sick leave and seniority verification process was increased from 90 days to 120 days.

## **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 March 26, 2020

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

## **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 September 1, 2022, 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, VEAES]<sup>1</sup> / SD No. 39 (Vancouver)
  - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
8. The local unions representing all members in the school districts in paragraphs 7.a and 7.b may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the Collective Agreement.

Signed this 26<sup>th</sup> day of November, 2012

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

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

## Appendix A to Letter of Understanding No. 9

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

<b>Medical Services and Supplies continued</b>	
Hearing aids	\$3,500 per 48 months
Orthopedic shoes	\$500 per year
Orthotics	\$500 per year
<b>Vision Care</b>	
Maximum	\$550 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
<b>Paramedical Services</b>	
Naturopath	\$900 per year
Chiropractor	\$900 per year; effective January 1, 2023: \$1,000
Massage therapist	\$900 per year; effective January 1, 2023: \$1,000
Physiotherapist	\$900 per year; effective January 1, 2023: \$1,000
Counselling Services	\$900 per year; effective January 1, 2023: \$1,200
Speech therapist	\$800 per year
Acupuncturist	\$900 per year; effective January 1, 2023: \$1,000
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 Beavertown and Big White Elementary Schools**

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

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

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

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

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

*Renewed with housekeeping 28<sup>th</sup> day of October, 2022*

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

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

Signed this 22<sup>nd</sup> day of April, 2015

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*



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

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

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

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

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

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

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

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

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

## TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST – FORM B

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

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

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

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

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

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

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

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

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

**AND WHEREAS** this Letter of Understanding 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 2022-2025 BCPSEA – BCTF provincial Collective Agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

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

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

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

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

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

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

The size of primary classes shall be limited as follows:

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

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

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

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

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

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

### Implementation of Class Composition Language

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

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

#### Efforts to Achieve Compliance: Provincial Approach

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

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

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

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

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

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

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

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

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

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

### Non-Compliance

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

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



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

### Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

**Note:** If there is non-compliance for any portion of a calendar month the remedy will be provided for the entire month. It is recognized that adjustments to remedies

may be triggered at any point during the school year if there is a change in S1 or S2.

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

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

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

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

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

**LETTER OF UNDERSTANDING NO. 13**

**BETWEEN**

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

**AND THE**

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

**Re: Committee to Discuss Indigenous Peoples Recognition and Reconciliation**

The provincial parties commit to building respectful, productive, and meaningful relationships with Indigenous groups.

The parties agree to establish a committee within two (2) months of the conclusion of 2022 provincial bargaining (or other period as mutually agreed to).

The committee shall be comprised of up to three (3) representatives appointed by the BCTF and up to three (3) representatives appointed by BCPSEA, unless mutually agreed otherwise.

Representatives from the First Nations Education Steering Committee (FNESC), and other organizations as agreed to by the parties, will be invited to participate. The scope of participation and scheduling of these representatives will be by mutual agreement of the parties.

The committee will:

1. Discuss ways that the parties can support:
  - a. *Declaration on the Rights of Indigenous Peoples Act* and specifically, the education commitments of the Declaration Act Action Plan;
  - b. Truth and Reconciliation Commission of Canada: Calls to Action
2. Review the Collective Agreement to identify ways to support the recruitment and retention of Indigenous teachers. The committee may mutually recommend to the provincial parties potential changes to the Collective Agreement.

Signed this 28<sup>th</sup> day of October, 2022

**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.

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

## LETTER OF UNDERSTANDING NO. 15

### BETWEEN

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

### AND THE

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

#### **Re: Structural Review Committees**

#### **1. Tri-partite sub-committee to review the split-of-issues**

Further to Mediator Schaub's recommendation in his June 7, 2021 Section 53 Report, the parties agree to establish a sub-committee to review the split-of-issues between Provincial Matters and Local Matters.

The sub-committee will consist of equal representation from Provincial Government, BCPSEA, and BCTF. There will be no more than three (3) representatives from each party.

The sub-committee will commence within three (3) months of the conclusion of the 2022 provincial bargaining process.

The committee will provide their agreed to recommendations to the appropriate Ministers of the Provincial Government and their respective parties within two (2) months of their first meeting, or another period mutually agreed to.

#### **2. Review of local bargaining trial procedure**

The parties agree to review the 2022 Local Bargaining Procedure within six (6) months of the completion of the 2022 round of provincial collective bargaining, or another period as mutually agreed to by the provincial parties.

The parties may make determinations about an extension of the Procedure without prejudice to either party's ability to raise Letter of Understanding No. 1 *Re: Designation of Provincial and Local Matters* in provincial collective bargaining.

A committee of not more than three (3) BCPSEA and three (3) BCTF representatives will complete the review. The committee will conclude its work within two (2) months of the first meeting date, or another period as mutually agreed.

Signed this 28<sup>th</sup> day of October, 2022

**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Benefits Improvements**

1. The parties agree to benefits improvements to the standardized Provincial Extended Health Benefits Plan in the following amounts, effective January 1, 2023:
  - a. add registered clinical counsellors and registered social workers to the existing Psychologist coverage and increase the combined total to \$1200 per year;
  - b. in Appendix A to LOU #9 (Re: Provincial Extended Health Benefit Plan), rename the grouping of "Psychologist" coverage to "Counselling Services";
  - c. include coverage for the Dexcom Continuous Glucose Monitor;
  - d. increase Chiropractic coverage to \$1000;
  - e. increase Massage Therapist coverage to \$1000;
  - f. increase Physiotherapist coverage to \$1000; and
  - g. increase Acupuncturist coverage to \$1000.
2. The parties further agree to enter into discussion around the allocation of:
  - a. Effective July 1, 2023 \$1,500,000 of ongoing money
  - b. Effective July 1, 2024 an additional \$2,000,000 of ongoing money

The allocation of benefits improvement funding may include the standardized provincial extended health plan, local dental plan provisions, and local dental plan levels of minimum coverage.

3. The parties will conclude benefit improvement discussion by no later than April 30, 2023.

Signed this 28<sup>th</sup> day of October, 2022

## LETTER OF UNDERSTANDING NO. 17

### BETWEEN

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

### AND THE

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

#### **Re: Employment Equity – Groups That Face Disadvantage**

The parties support building a public education system workforce which reflects community diversity.

The parties recognize that Boards of Education may identify within their workforce the need to support groups who face disadvantage as recognized by the Office of the Human Rights Commissioner (e.g. racialized people, people with disabilities/disabled people, LGBTQ2S+ people, etc.).

The parties therefore agree that:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, to make application to the Office of the Human Rights Commissioner (under section 42 of the *Human Rights Code*) to obtain approval for a "special program" that would serve to attract and retain employees from groups who face disadvantage.
2. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the group(s) the special program is intended to attract and retain.
3. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the position(s) to which the special program application should apply. The parties recognize that a special program application may be in relation to a specific position or program, or an overall hiring objective.
4. They will encourage and assist boards of education and local teachers' unions to include in applications to the Office of the Human Rights Commissioner a request to grant:
  - a. priority hiring rights to applicants from groups who face disadvantage; and
  - b. priority in the post and fill process for employees from groups who face disadvantage.

5. In conjunction with LOU No. 4, the provincial parties will jointly:
  - a. develop communications and training which will support the application for and implementation of special programs in districts; and
  - b. develop an Implementation Guide to share with boards of education and local teachers' unions.

Signed this 28<sup>th</sup> day of October, 2022



# LOCAL LETTERS OF UNDERSTANDING

## LETTER OF UNDERSTANDING No. 26

**BETWEEN:**  
**THE BOARD OF SCHOOL TRUSTEES**  
**SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)**  
**AND**  
**THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**  
  
**Re: TERM CERTAIN / TEMPORARY APPOINTMENTS**

---

To resolve the outstanding grievance regarding term certain/temporary appointments, the parties agree to the following:

1.
  - (a) The employer agrees to adopt the practice of automatically posting a position once two months has elapsed as a term certain position.
  - (b) It is understood the employer may post a position as a term certain position at any time earlier than two months.
  - (c) This agreement is reached on an interim basis, pending the conclusion of a first provincial collective agreement.
  - (d) This interim agreement would be without prejudice to that set of provincial negotiations and the positions of the provincial parties on this local matter.
  - (e) This agreement will end at the date of the signing of the first provincial agreement that covers appointment conditions on work for these members.
  - (f) The parties to this agreement agree that this interim agreement shall not be used at the provincial bargaining table to establish some kind of precedent as to appointment hours of work for certain numbers.
2. Affected individuals given temporary appointments of a duration in excess of two (2) months during the 1993/94 and 1994/95 school year would be given seniority recognition and placed on the recall list when they accumulate over ten (10) months of full time service in two or more temporary assignments after September 1, 1990.
3. The Association is prepared not to process grievance concerns from those members affected by this resolve under Article C.14.3 of the Collective Agreement.
4. The employer may withdraw a term certain posting if the absent teacher returns during the posting period. The posting period includes the five (5) days the position is posted and two (2) days in which to assign the successful applicant.
5. A term certain posting will be for a specified period of time or until the return of the teacher and seniority accumulated for re-engagement purposes will be calculated on that basis.

The above agreement reflects the intent(s) of both parties regarding the Collective Agreement clauses found in Article E.12 of the Collective Agreement.

Originally signed by

Originally signed by

The Board of School Trustees  
School District No. 73 (Kamloops/Thompson)  
on May 2, 1995

The Kamloops Thompson Teachers'  
Association  
on May 2, 1995

Renewed: November 2014

## **LETTER OF UNDERSTANDING No. 27**

**BETWEEN:**  
**THE BOARD OF SCHOOL TRUSTEES**  
**SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)**  
**AND**  
**THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: CHILD & YOUTH MENTAL HEALTH CLINICIAN WORK YEAR**

---

The parties agree to establish the Child & Youth Mental Health Clinician work year as follows:

- 1) a) This agreement is reached on an interim basis, pending the conclusion of first provincial collective agreement.  
b) This interim agreement would be without prejudice to that set of provincial negotiations and the positions of the provincial parties on this local matter.  
c) This agreement will end at the date of signing of the first provincial agreement that covers conditions of work for these members.  
d) The parties to this agreement agree that this interim agreement shall not be used at the provincial bargaining table to establish some kind of precedent as to hours of work for certain members.
2. The interim hours of work provision is understood to be the complete job of these employees.
3. To enable these employees to fulfill their duties, they would maintain flexible scheduling to approximate the established total hours of work for the school year.
4. The parties agree the employees will determine the provisions of satisfactory arrangements to provide community support services as necessary during the school year.
5. The parties agree that the counsellors being asked to work excessive hours during a work week be brought to the immediate attention of the appropriate senior administrator, for review and adjustment.

6. On the above basis, the parties agree that the work year for these employees for the school year will be one thousand six hundred (1,600) hours of work.

Originally signed by  
The Board of School Trustees  
School District No. 73 (Kamloops/Thompson)  
on May 2, 1995

Originally signed by  
The Kamloops Thompson Teachers'  
Association  
on May 2, 1995

Renewed: November 2014

**LETTER OF UNDERSTANDING No. 28**

**BETWEEN:  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)  
AND  
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: SPEECH & LANGUAGE PATHOLOGIST WORK YEAR NORTH THOMPSON**

---

This will confirm the agreement between the parties to the Collective Agreement that the work year for the position of Speech and Language Pathologist located in Clearwater will be the same as those contained in the current Letter of Understanding covering the position of Community Counsellor Therapist, attached for reference.

Originally signed by  
The Board of School Trustees  
School District No. 73 (Kamloops/Thompson)  
on February 13, 1998

Originally signed by  
The Kamloops Thompson Teachers' Association  
on February 13, 1998

Renewed: November 2014

**LETTER OF UNDERSTANDING No. 29**

**BETWEEN:  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)  
AND  
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: RESOURCE MANAGEMENT PROGRAM POSITION WORK YEAR MODIFICATION**

---

The parties to the Collective Agreement agree on a one time only exceptional basis to modify the work year for the 1995/1996 school term for the teacher employed in the Resource Management Program.

The teacher will commence work on August 2, 1995 and work the month of August and will be given equivalent time off in lieu during the 1995/1996 school term to be agreed upon between the Employee and the Administrator which may include blocks of time.

All other terms and conditions of the Collective Agreement remain unchanged.

Originally signed by  
The Board of School Trustees  
School District No. 73 (Kamloops/Thompson)  
on March 31, 1995

Originally signed by  
The Kamloops Thompson Teachers' Association  
on March 31, 1995

Renewed: November 2014

**LETTER OF UNDERSTANDING No. 30**

**BETWEEN:  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)  
AND  
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: CONTRACTING OUT**

---

The Board and the Association agree that the following services are to be contracted out:

a) Chris Rose Therapy for Autism

A highly specialized program for autistic children to develop readiness skills for school entry.

b) Child Development Centre

Specialized program for pre-school children with severe developmental delays to develop readiness skills for school entry.

c) Courtyard Daycare

Program for pre-school children to develop readiness skills for school entry.

Originally signed by  
The Board of School Trustees  
School District No. 73 (Kamloops/Thompson)  
on June 23, 1993

Originally signed by  
The Kamloops Thompson Teachers' Association  
on June 23, 1993

Renewed: November 2014

**LETTER OF UNDERSTANDING No. 31**

**BETWEEN:  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)  
AND  
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: SALARY GRID MODIFICATIONS**

---

1. Effective July 1<sup>st</sup>, 1993, the parties agree that all teachers will be placed on the salary grid based on their years of experience and category inclusive of all years of service both within and outside the District.

Originally signed by

The Board of School Trustees  
School District No. 73 (Kamloops/Thompson)  
on June 23, 1996

Originally signed by

The Kamloops Thompson Teachers' Association  
on June 23, 1996

Renewed: November 2014



## LETTER OF UNDERSTANDING No. 32

**BETWEEN:**  
**THE BOARD OF SCHOOL TRUSTEES**  
**SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)**  
**AND**  
**THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**  
  
**Re: SALARY INCREMENTS FOR PART-TIME TEACHERS**

---

It is agreed that part-time teachers will earn an increment per year but shall be paid the percentage of the increment equal to the percentage of time worked. This payment method is illustrated in the example below.

Year 1	.2	.2 of 32,026	= \$6,405.20
Year 2	.2	.2 of 32,026 + 265.20 = 32,291.20 x .2 (.2 of \$1,326.00 = 265.20 – which is the full amount of the increment to the next step)	= \$6,458.24
Year 3	.2	.2 of 32,026 + 530.40 (.4) = 32,556.40 x .2	= \$6,511.28
Year 4	.2	.2 of 32,026 + 795.60 (.6) = 32,821.60 x .2	= \$6,564.32
Year 5	.2	.2 of 32,026 + 1,060.80 (.8) = 33,086.80 x .2	= \$6,617.36
Year 6	.2	.2 of next increment step (33,452)	= \$6,690.40
OR			
Year 5	.4	.4 of 32,026 + 1,060.80 = 33,086.80 x .4 until full increment is reached by mid-year and then salary will become .4 of \$33,452 = \$13, 380.80	= \$13,234.72
Year 6	1.0	33,352 PLUS credit of 2 months toward next Increment step; prior to year end, or when 10 months of experience accumulated moves to next increment step of 34,879. From this date onward, the increment kicks in on the day 10 months was reached.	

Part-time teachers will receive a partial increase to their increment on the anniversary date of their hiring. When a full increment is achieved, a full increment will be paid and that date will become the new anniversary date for partial increments.

Originally signed by  
The Board of School Trustees  
School District No. 73 (Kamloops/Thompson)  
on June 23, 1993

Originally signed by  
The Kamloops Thompson Teachers' Association  
on June 23, 1993

Renewed: November 2014

## LETTER OF UNDERSTANDING No. 33

**BETWEEN:**  
**THE BOARD OF SCHOOL TRUSTEES**  
**SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)**  
**AND**  
**THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: TEACHER TEACHING ON CALL RATE OF REIMBURSEMENT**

The KTTA and the Board agree to annually review the teacher teaching on call rate of reimbursement and will consider changes in the salary grid, any negotiated increases, or statutory changes.

The parties agree in principle to a "flat rate" and agree that it shall be calculated as an average of each category as outlined in the sample proposal of December 15, 1992.

**FLAT RATE SUB CALCULATION AS AT: "July 1, 2020" BASED ON NEW CONTRACT NOT SIGNED TILL JULY**

- REVISED May 1/18 Teacher Salary Increase
- REVISED July 1/18 Teacher Salary Increase
- REVISED Jan 1/19 Employer Health Tax, WCB Rate, EI Rate, CPP Rate, TPP
- REVISED May 1/19 Teacher Salary Increase, ESD
- REVISED May 1/20 Teacher Salary Increase, CPP/EI/WCB Rate changes
- REVISED July 1/20 Teacher Salary Increase

<b>Grid Average</b>				<b>DAY 4 &amp; OVER DAILY @ 1/189</b>
Cat 4	MIN	54,484.32		
	MAX	75,301.00	64,892.66 @ 1/189	343.35
Cat 5	MIN	60,235.08		
	Step 8 MAX	85,590.00	72,912.54 @ 1/189	385.78
Cat 5+	MIN			
	MAX		- @ 1/189	0.00
Cat 6	MIN			
	MAX		- @ 1/189	0.00
Total				<u>729.13</u>

Average =1/2 above	364.57
<u>ADD:</u>	
\$11.00 per day in lieu benefits	<u>11.00</u>
Gross	375.57
Year 2020:	
CPP = 5.250%	19.72
EI = $\frac{1.580\%}{1.40}$	
EI total = 2.212%	<u>8.31</u>

**KTTA/BCTF LETTER OF UNDERSTANDING**

**\$403.60**

WCB = .74/C (Year 2020)	NOT INCL
Average Teacher Pension Board	
1st 58,700 11.300% Avg 11.30%	42.44
Over 11.300%	
Employer Health Tax 1.96%	7.361

<b>Discretionary Day + SD73 other charge Rate</b>	<b>453.40</b>
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**Rounded \$453.00**

Calculations based on salaries found in Appendix A

Renewed: November 2020

**LETTER OF UNDERSTANDING No. 34**  
**Intentionally Left Blank**

**LETTER OF UNDERSTANDING No. 35**

**BETWEEN:  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)  
AND  
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: KAMLOOPS COMMUNITY LEARNING CENTRE  
WORK YEAR MODIFICATION**

---

The parties to the Collective Agreement agree that the Kamloops Community Learning Centre (including the Virtual School) will operate on a twelve (12) month basis.

The work of teachers associated with the programs operating on a twelve month basis shall be governed by all the terms and conditions of the Collective Agreement, including hours of work/instructional time, days worked in the instructional year, and class size/class composition/workload provisions.[Effective September 1, 2002 there are no class size/class composition provisions in the collective agreement.]

In no case shall a teacher covered by this LOU be required to work more than 195 days (inclusive of NIDs) nor shall any teacher be required to work during regular mid year vacations (Christmas and Spring breaks).

Other vacation periods shall be not less than two (2) weeks in duration. The employer shall not deny any employee the right to use all such vacation time in one contiguous block of time.

The scheduling of work/holiday time is subject to the agreement of the Board, the Kamloops Thompson Teachers' Association and the teachers involved. Essentially, the scheduling of work/holiday time shall be done collaboratively by the teachers involved, subject to program operational needs, with seniority being the determining factor in cases of dispute.

The parties agree to review and, if necessary, renegotiate the terms of this LOU annually, prior to December 31 of each year.

Originally signed by  
The Board of School Trustees  
School District No. 73 (Kamloops/Thompson)  
June 22, 1999

Originally signed by  
The Kamloops Thompson Teachers' Association  
June 22, 1999

Originally signed by  
The British Columbia Teachers' Federation  
on June 22, 1999

Originally signed by  
The British Columbia Public  
School Employers' Association  
on June 22, 1999

Renewed: November 2014

## **LETTER OF UNDERSTANDING No. 36**

**BETWEEN:**  
**THE BOARD OF SCHOOL TRUSTEES**  
**SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)**  
**AND**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND**  
**THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**  
**AND**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Elimination Of Bands**

---

With general agreement between the parties to eliminate “bands” as noted in Article E.12 and Article C.12.1.c, the parties are in agreement that the following are interpretations to relevant provisions in Articles C.2, C.12, and E.20:

1. All teachers appointed by the Board shall be appointed as either full-time or part-time.
2. Transfer – part-time teachers who wish to transfer to increase their percentage of FTE will be treated on the same priority basis as teachers who have held a position in their current school for three years or more and who have requested a transfer.
3. Recall – part-time teachers who wish to increase their percentage of FTE will be treated on the same priority basis as teachers on the re-engagement list.
4. In-school assignment changes – part-time teachers may accept additional part-time positions through in-school assignment changes.
5. Vacancies – part-time teachers who apply for other part-time vacancies that do not conflict with their current part-time assignment shall be awarded the additional part-time assignment on the basis of the necessary qualifications and the greatest seniority.
6. Part-time teachers declared surplus to the projected needs of the school shall retain their right to current FTE plus or minus 0.2 subject to the following:
  - a. no further reduction without mutual agreement of the parties.
  - b. A part-time teacher may accept a greater or lesser FTE.
  - c. part-time teachers who accept a reduced assignment are considered on leave of absence for the balance of their assignment.
  - d. Part-time teachers who accept a reduced assignment can increase their assignment as per #5 above.
  - e. Part-time teachers who have the least seniority may be sent “intent to lay off” notices.
7. Seniority will be calculated on an aggregate basis as at present.
8. Teachers on the re-engagement list shall be listed in decreasing order of seniority.

9. The board shall send electronic notification of postings of all teachers on the re-engagement list who request the same.

Both parties are committed to work to ensure that this language reflects the processes being practiced and to address all concerns that arise based on the premise of fairness.

Originally Signed by

Board of School Trustees  
School District No. 73 (Kamloops/Thompson)  
April, 2009

Originally Signed by

Kamloops Thompson Teachers' Association  
April, 2009

Originally Signed by

British Columbia Public School Employers'  
Association (BCPSEA)  
April, 2009

Originally Signed by

British Columbia Teachers' Federation (BCTF)  
April, 2009

Renewed: November 2014

**LETTER OF UNDERSTANDING No. 37**

**BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 73 (KAMLOOPS/THOMPSON)  
AND  
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: TEACHERS TEACHING ON CALL**

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The parties agree that the following provision will apply to situations pertaining to TTOCs:

General Provisions:

- a. Notwithstanding Article C.14.1.b and subject to the posting and filling provisions of the collective agreement, the Board may assign a specific TTOC to a vacant position within the first fifteen (15) school days of the start of school year or semester.
- b. Teachers Teaching on Call will be deemed to have resigned if:
  - i. The TTOC has not taught in any assignment in the previous 8 working months;
  - ii. The Board has written a letter to the TTOC copied to the KTTA asking whether they intend on returning to teaching availability; and
  - iii. The TTOC does not respond to the request in writing and continues to be unavailable for 3 working months after the request is sent.

The previous clause does not apply to individuals who are on the re-engagement list, who are continuing employees on leave, or who are on leave provided for under legislation or the Collective Agreement.

- c. Notwithstanding C.14.2.c.:
  - i. Librarians and Learning Assistance Teachers shall be replaced on the first day by a certificated Teacher Teaching on Call where the Board is entitled to be reimbursed for TTOC replacement costs or the Librarian or Learning Assistance Teacher's absence is a discretionary or unpaid leave.
  - ii. Counsellors shall be replaced on the first day by a qualified Teacher Teaching on Call where the Board is entitled to be reimbursed for TTOC replacement costs or the Counsellor's absence is a discretionary or unpaid leave.

Teachers Teaching on Call Assuming Duties of Other Teachers

- a. In the event that there are no available Teachers Teaching on Call in the district, a Teacher Teaching on Call who is assigned to cover a class during the scheduled preparation block and who completes assigned preparation work outside of instructional time will be paid 125% of the normal daily rate for the day's assignment.



- b. In the event that a Teacher Teaching on Call is replacing a teacher who works one or more block(s) off timetable, they shall receive 25% per block worked off the timetable in addition to their daily rate.

#### Secondary Exam Periods

- a. When a Teacher Teaching on Call has been replacing a teacher in an assignment for four or more teaching days prior to the exam period, that Teacher Teaching on Call shall continue in that assignment throughout the teacher's absence during exam periods in secondary schools (not including the year end administrative day);
- b. When the School District is entitled to be reimbursed by another party for TTOC replacement costs (for example, by the Union) related to a teacher's absence during the exam period, a TTOC shall be employed to replace that teacher;
- c. In other circumstances during the exam period, a teacher may request approval for a TTOC to be employed to replace them. That request shall not be unreasonably denied.

This letter of understanding is intended to reflect the intent of both local parties but is without prejudice to provincial negotiations and the positions of the provincial parties on these matters. If the provincial parties negotiate provisions relating to these items, those provisions shall supersede this agreement.

This Letter of Understanding is in effect for the term of 2019-2022 collective agreement. This agreement will continue unless either party provides notice to end the Letter of Understanding at a subsequent round of bargaining.

**LETTER OF UNDERSTANDING No. 38**

**BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 73 (KAMLOOPS-THOMPSON)  
AND  
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: Midyear Posting and Transfer Rights**

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The parties agree that the following constitutes the procedures for posting as described in Article E.12.2.b and transfer rights as described in Article E.20.5.

1. Before a position is posted pursuant to Article E.12.2.b, the Board has the right to make in-school assignment changes as described in Article E.20.2.
2. Transfer to available positions will be accommodated by seniority and necessary qualifications identified in Article E.20.5.e.

This Letter of Understanding is in effect for the term of 2019-2022 collective agreement. This agreement will continue unless either party provides notice to end the Letter of Understanding at a subsequent round of bargaining.

**LETTER OF UNDERSTANDING No. 39**

**BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 73 (KAMLOOPS-THOMPSON)  
AND  
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: Return from Maternity / Adoption / Parental Leave**

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The KTTA and Board agree that the following will constitute the mutual understanding around return from maternity / adoption / parental leave.

1. Where the period of the leave is twelve (12) months or less, the teacher shall be reassigned to the same position in the same school held prior to the leave.
2. Where the period of the leave is twelve (12) months and the remaining portion of that school year (to June 30), the teacher shall be reassigned to the same position held prior to the leave.
3. Where the period of the leave is greater than the period noted in #1 and #2 above, the "rights to return" are to a comparable position and priority status is the same as other teachers returning from leave as described in Article E.20.5.e.ii.

**LETTER OF UNDERSTANDING No. 40**

**BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 73 (KAMLOOPS-THOMPSON)  
AND  
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: Return from medical leave**

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The KTTA and Board agree that the following will constitute the mutual understanding around return from medical and partial medical leaves.

1. A teacher on a partial medical leave will be entitled to “hold” their original position for a maximum of two (2) years. Following this two (2) year period, the teacher on a partial medical leave has the same priority status as other teachers returning from leave described in Article E.20.5.e.ii.
2. A teacher on a long term medical leave has the right to return to their position in their school for the remainder of that school year and the remainder of the following school year. Should that teacher not return within this time period, their “right to return” will be same priority status as other teachers returning from leave described in Article E.20.5.e.ii.

**LETTER OF UNDERSTANDING No. 41**

**BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 73 (KAMLOOPS-THOMPSON)  
AND  
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: Ten Month Term certain/Deferred Salary Leave**

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The KTTA and Board agree that the following will constitute the understanding around 10 month term certain contracts.

1. All teachers who are in term certain assignments (including those that are 10 months in length) will have recall status on completion of their assignment.
2. Where teachers take a one-year deferred salary leave, the vacant position will be posted as Term Certain.

## **LETTER OF UNDERSTANDING No. 42**

### **BETWEEN THE BOARD OF SCHOOL TRUSTEES SCHOOL DISTRICT NO. 73 (KAMLOOPS-THOMPSON) AND THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

#### **Re: Four Day Work Week (Elementary Schools)**

Whereas the Board is maintaining a four (4) day instructional week and the parties wish to apply the Collective Agreement in a manner which maintains the integrity of the language as negotiated, the parties agree on a without prejudice and precedent basis that the clauses listed below will be adjusted and applied as follows for employees assigned to Elementary positions at schools operating on a four (4) day schedule. All clauses not listed below will be applied in the normal manner.

This Letter of Understanding is developed on the following assumptions:

- School days will be scheduled on an extended basis.
- Non-instructional days, including the year end administrative day, will be scheduled on the traditional basis.
- Any unanticipated concerns resulting from the implementation of the local calendar shall be discussed by the parties with an aim to resolve said concern(s).
- Other adjustments to school calendar terms and conditions, including an extended Spring Break, will apply.
- This letter of understanding will continue from year to year unless either party provides written notice of cancellation at least 90 days prior to the Board's approval of the upcoming calendar.
- This letter of understanding will be reviewed annually by the parties, including to address any legislative or contractual changes that may impact the terms and conditions of this agreement.

## **SALARY AND ECONOMIC BENEFITS**

1. Article B.2 which describes Teacher Teaching on Call Pay and Benefits will be amended so that:
  - a. B.2.5 TTOCs working in applicable positions will be paid an increased daily rate in lieu of benefits of \$13.75 (\$11.00 X 125%)
  - b. B.2.6 TTOCs working in applicable positions will be paid an increased daily rate at 125% of their normal rate (Annual Salary/189 x 125%)
2. Article 8.26 Payment of Salaries will be amended so that:
  - a. B.26.1a, the rate of deduction for a day without pay for a teacher in an applicable position shall be 156th of the current salary of the teacher (195/1.25).

## **HOURS OF WORK**

3. In an elementary school the duration of a teacher's instructional day shall not exceed six (6) consecutive hours and the number of minutes adjusted to meet the School Calendar Regulation and shall be inclusive of:
  - a. five (5) hours and the number of minutes adjusted to meet the School Calendar Regulation of instructional time which shall include fifteen (15) minutes of recess, and preparation time as outlined in Article D.4.3;
  - b. a regular lunch intermission.

## **LEAVES OF ABSENCE**

3. Article G.4.1 Bereavement Leave will be amended so that:
  - a. Teachers in applicable positions will be granted four days of paid leave (5/1.25) in each case of death of a member of the employee's immediate family.
4. Article G.18.4 Sick Leave will be amended so that:
  - a. Deductions shall be made from Sick Leave allowance on the basis of one and one quarter (1.25) days for one (1) working day (exclusive of holidays) of Sick Leave to a maximum of 120 days in any one school year.
5. Article G.32.1.a General Leaves of Absence will be amended so that:
  - a. The Employer shall grant short-term leaves of absence for periods of less than two (2) months without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Leave granted would be at no cost to the Board and employees in applicable positions would be deducted all employee benefit payments in addition to 1/156th (1/195 x 125%) of annual salary for each day taken.
6. Employment Insurance – that insurable hours reported on Records of Employment reflect, where applicable, a full work week of forty-five and one half (45.5) hours, so that four (4) day instructional-week employees accrue E.I. insurable hours at the same rate as five (5) day instructional-week employees.
7. The parties agree that this letter of understanding is without prejudice or precedent to any other school district.

Original signed July 6, 2021

**LETTER OF UNDERSTANDING No. 43**

**BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 73 (KAMLOOPS-THOMPSON)  
AND  
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: Extended Spring Break**

The KTTA and SD 73 agree to a Letter of Understanding to provide for a two-week Spring Break for the 2021-2022, 2022-2023, 2023-2024 and 2024-2025 school years which will include adjustments to the following terms and conditions set out in the Collective Agreement:

1. Article D.17.1.c, which describes the traditional spring break, will be amended so that the first day of the spring break shall be the third Monday in March and school shall reopen two Mondays following unless that Monday is Easter Monday, in which case school would reopen on Wednesday. For clarity, the dates of the spring break for the term of this agreement would be:
  - a. March 21 -April 1, 2022 for the 2021-2022 school year;
  - b. March 20 - March 31, 2023 for the 2022-2023 school year;
  - c. March 18 -April 2, 2024 for the 2023-2024 school year;
  - d. March 17 - March 28, 2025 for the 2024-2025 school year.
2. Article D.18 will be adjusted to read: "In an elementary school, the duration of a teacher's instructional day shall not exceed six (6) consecutive hours **plus the number of additional minutes identified in the table below for each school year** and shall be inclusive of:
  - (a) five (5) hours of instructional time **plus the number of additional minutes identified in the table below for each school year** which shall include fifteen (15) minutes of recess and preparation time as outlined in Article D.4.4;
  - (b) a regular lunch intermission.

School Year	Additional Minutes
2021-2022	11
2022-2023	9
2023-2024	9
2024-2025	9



3. Article D.18.2 will be adjusted to read: “In a secondary school the duration of a teacher’s instructional day shall not exceed six (6) hours and thirty (30) minutes of consecutive time **plus the number of additional minutes identified for each school year in the table below** and shall be inclusive of:
- (a) five (5) hours and thirty (30) minutes **plus the number of additional minutes identified in the table below for each school year** which shall include time allotted for homeroom, students to change classes, break and preparation time as outlined in Article D.4.5; (b) a regular lunch intermission.

School Year	Minutes
2021-2022	9
2022-2023	7
2023-2024	7
2024-2025	7

4. KTTA members shall not be adversely affected by fewer days worked due to calendar changes as is related to pensionable service or in the provision of preparation time as described in Article D.4.
5. Any district closure day, including spring break, will not constitute a break in service for the purpose of TTOC assignment as described in Article 8.2.9.c.
6. To accommodate scheduling of the school calendar, the parties agree to review the agreement in the 2023-2024 school year, prior to the end of January 2024, and determine by mutual agreement whether to extend the term of this Letter of Understanding. Such extension shall be by written agreement.
7. The parties agree that this Mid-Contract Modification is without prejudice or precedent to any other school district.

Original signed July 6, 2021

**LETTER OF UNDERSTANDING No. 44**

**BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 73 (KAMLOOPS-THOMPSON)  
AND  
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: Pay Periods**

The purpose of this Letter of Understanding is to address the timing of end-of-the-month pay disbursements.

For the 2021-2022, 2022-2023, 2023-2024 and 2024-2025 school years, the parties agree that Article B.9.4 which describes Pay Periods will be amended so that:

*Teachers shall be paid annual salaries in twenty (20) equal semi-monthly installments, from September to June. Installments will be paid on the last day prior to the 15th and the end of the month for the months of September to June inclusive.*

At the end of the term of the 2024-2025 school year, the parties will review and work to address any concerns that may have arisen to determine by mutual agreement extending the term of this Letter of Understanding, including its inclusion into the parties Collective Agreement.

The parties agree that this Mid-Contract Modification is without prejudice or precedent to any other school district.

It is further agreed that if either party serves notice to end the Extended Spring Break Letter of Understanding No. 42 (signed in 2021) such termination notice will apply to this Letter of Understanding unless the parties agree otherwise.

Original signed July 6, 2021

**LETTER OF UNDERSTANDING No. 45**

**BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 73 (KAMLOOPS-THOMPSON)  
AND  
THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: Staff Meetings**

For the 2021-2022, 2022-2023, 2023-2024 and 2024-2025 school years, the parties agree that Article E.19.2 which describes Staff Meetings will be amended so that:

2. *All school staff meetings shall be held between the hours of 8:00 a.m. and 5:00 p.m. and during the normal instructional week. Teachers will only be required to attend up to twenty (20) regular staff meetings per year. If the Employer deems appropriate, up to two (2) additional staff meetings may be held to discuss health and safety matters and/or school organization, proposed timetable and staff assignments (per Article E.20.2.b) of the Collective Agreement.*

At the end of the term of the 2024-2025 school year, the parties will review and work to address any concerns that may have arisen to determine by mutual agreement extending the term of this Letter of Understanding.

The parties agree that this Mid-Contract Modification is without prejudice or precedent to any other school district.

It is further agreed that if either party serves notice to end the Extended Spring Break Letter of Understanding No. 42 (signed in 2021), such termination notice will apply to this Letter of Understanding unless the parties agree otherwise.

Original signed July 6, 2021

## **MEMORANDUM OF AGREEMENT No. 10**

**BETWEEN:**  
**THE BOARD OF SCHOOL TRUSTEES**  
**SCHOOL DISTRICT NO. 73 (KAMLOOPS / THOMPSON)**  
**AND**  
**THE KAMLOOPS THOMPSON TEACHERS' ASSOCIATION**

**Re: AMALGAMATION**

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On December 2, 1996, School District No. 24 (Kamloops) amalgamated with School District No. 26 (North Thompson) to form School District No. 73 (Kamloops/Thompson). The parties agree to the consolidation of the bargaining units as follows:

1. The terms of this Memorandum of Agreement will take effect upon ratification by the Board, KDTA and NTTA subject to ratification by BCPSEA and BCTF.
2. The employees employed by the former School District No. 26 (North Thompson) will consolidate with the employees employed by the former School District No. 24 (Kamloops) and will be covered under all the terms and conditions of employment that are in existence for the former School District No. 24 (Kamloops) employees.
3. Notwithstanding the aforementioned, those employees of the former School District No. 26 (North Thompson) will be entitled to the following provisions:
  - (a) Carry their seniority years of service with them and be placed in the applicable spot on the former School District No. 24 (Kamloops) seniority list. Refer to Attachment "A" – School District No. 26 Seniority List date 1996.09.01.

For the purposes of initial placement of teachers in the former School District No. 26, calculation of seniority shall be as follows:

The years of service will be calculated as of March 31, 1997. The years of service will be subtracted (backed up) from March 1, 1997 to determine the seniority date. Seniority dates thus calculated will be blended with the existing seniority list of the former School District No. 24 (Kamloops).

Appeals: Following ratification by the local parties an appeal period of fifteen (15) days will exist to address any employee's concerns. Appeals of the initial placement on the seniority list will be adjudicated by a Joint Committee consisting of one (1) member each from the KDTA, NTTA and School District No. 73.

- (b) Be considered employees of an outlying area under the layoff provisions.

i.e. for the purposes of determining which employees shall be laid off, the employee unit shall be defined as the School District. The manner by which layoff shall be applied shall be the reverse order of seniority, subject only to necessary

qualifications for the position available. All positions in outlying schools shall be bypassed, subject to appeal.

(c) Teachers working at Blue River will receive an isolation allowance of:

\$574 in Year 1  
\$626 in Year 2 and each year thereafter.

(d) On Board initiated reassignments to and from Blue River which result in a change of residence, the Board may relocate the household and personal effects of the teacher using District personnel. If this is not practical, the Board agrees to pay legitimate expenses as mutually agreed beforehand by the Secretary-Treasurer and the teacher. When the Board chooses to use District personnel, the Board shall be responsible for any loss or damage during the relocation.

(e) Agreement to include a provision for Star Lake Campus under the Special Program Hours of Work provision in Article IX.3.3.3. of the Kamloops Agreement.

(f) Teachers Teaching on Call who are assigned to an area outside their place of residence will receive the following return trip rate in lieu of mileage:

Barriere to Clearwater	\$25
Kamloops to Clearwater	\$50
Clearwater to Blue River	\$50

(g) The Early Retirement Incentive Plan provisions of the former NTTA agreement will terminate for North Thompson employees on June 30, 1998.

(h) Until replaced through provincial negotiations, the following provisions of the former NTTA agreement will continue for North Thompson teachers on the seniority list dated March 31, 1997 and currently employed TTOCs as of March 31, 1997. (Refer to Attachment "B")

- i. Professional Development Article F.2.2 (a) + (b)
- ii. Personal Leave Article G.14.4
- iii. First Aid Article B.12.1(a) and Article B12.1(b)
- iv. Elementary Prep Time Article D.12.3
- v. Allowances Article B.8
- vi. Department Heads Article B.10
- vii. Maintain salary scales in effect in the former School District No. 26.
- viii. Maintain TTOC rates Article B.5.1

(i) The parties agree to review the benefit coverages presently in place for North Thompson employees and to recommend changes to the principals of this agreement by October 1, 1997.

Maintain all of Article B. 13 (former NTTA agreement) while a Joint Committee consisting of one (1) member each from KDTA, NTTA and School District No. 73 meets to investigate the possibility of common carriers with the understanding that there will be no losses to the members of the NTTA and KDTA.

It is understood that if a former School District No. 26 employee willingly posts into a position that was previously a School District No. 24 position, that they will be paid as per the former School District No. 24 agreement.

Originally signed by  
The Board of School Trustees  
School District No. 73 (Kamloops/Thompson)  
On March 25, 1997

Originally signed by  
The Kamloops District Teachers' Association  
On March 25, 1997

Originally signed by  
The North Thompson Teachers' Association  
On March 25, 1997

Renewed: November 2014

## **ATTACHMENT A**

Posted: Administration, Blue River, CSS, NTTA, Dutch Lake, Star Lake, Raft River, Vavenby

	<b>Name</b>	<b>Start Date</b>	<b>Seniority Yrs/Service</b>
1	Allan, Doreen	71-09-01	25.00
2	Geisbrecht, Marie	94-09-01	1.99
3	Furlan, Rob	95-03-01	0.50

Renewed (with revisions): June, 2021

## **ATTACHMENT B**

### **NTTA COLLECTIVE AGREEMENT**

#### **PROFESSIONAL DEVELOPMENT**

##### **ARTICLE F.2.2**

- a. Board Contribution  
The Board shall pay by October 1 of each year into an NTTA established Professional Development fund, the sum of \$775.00 per F.T.E. for professional development. This fund will be increased annually by the same percentage increase negotiated for the salary grid. The purpose of this fund is to enhance professional development experiences over the course of a teacher's career.
- b. Surplus Deficit  
If a surplus remains in an individual teacher's account at the end of the school year, this will accumulate for three (3) years. Any excess over the three-year amount shall revert to the Board.

#### **PERSONAL LEAVE**

##### **ARTICLE G.14.4**

Any teacher is entitled, without explanation of the reason, to personal leave which shall be granted by the Superintendent according to the following provisions:

- a. As of 1992-09-01 each teacher shall receive two (2) personal leave days per annum plus accumulated leave days.
- b. Personal leave days unused at June 30 may be accumulated to a maximum of five (5) days.
- c. Personal leave days remaining shall be stated monthly on pay slips.

- d. Part-time teachers shall accumulate personal leave days on a pro rata basis and be paid on a pro rata basis.

## **ALLOWANCES**

### **ARTICLE B.8**

In addition to salary entitlement as determined by the salary grid, the following allowances apply:

- Administrative Assistant Vavenby
- Administrative Assistant Dutch Lake
- Administrative Assistant Raft River
- District Elementary Librarian 4.5% PB Max.
- District Counsellor 4.5% PB Max.
- Head Teacher 4.5% PB Max.
- Co-ordinator 12.5% PB Max

## **DEPARTMENT HEADS**

### **ARTICLE B. 10**

Should department heads be appointed pursuant to Board Policy, the allowances paid to each department head shall be 4.5% PB Max.

## **BENEFITS**

### **ARTICLE B. 13**

13.1 The following benefit plans shall be provided with cost sharing for full-time teachers as stated. Benefit costs for part-time teachers will be shared in proportion to their time worked.

- a) Medical Services Plan of B.C.  
The Board shall pay full costs of the Provincial Medical Plan.
- b) Extended Health Benefits  
The Board shall pay the full costs of the plan through C.U.&C.
- c) Dental Plan  
The C.U.&C. Plan in effect shall be compulsory for all eligible employees.  
The Board shall pay the full costs of the plan.
- d) Group Life Insurance Plan  
The current BCTF/BCSTA group life plan "B" shall be compulsory for all employees. The Board shall pay the full costs of this plan for full and part-time employees.
- e) Benefit Continuance
  - i) In the case of an employee's absence due to illness, the Employer contributions will be paid for a maximum of two years following the expiry of short-term salary indemnity.



- ii) A member shall have access to the benefit plans providing they are on leave from the district and providing this is allowed by the plans.
  - f) Death Benefits
    - i) The Board shall continue to provide the medical, extended health, and dental benefits maintained by the teacher at the time of death, for a period of six (6) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision when severance and benefits are paid.
    - ii) The Board shall pay to the deceased teacher's estate a sum equivalent to 1% of the current annual salary to a maximum of \$5,000.
  - g) Employee Family Assistance Plan
    - The Board shall pay the full costs of the Employee Family Assistance Plan.
- 13.2 Carriers of benefits shall be changed only with the mutual consent of the Board and the association.

## **FIRST AID**

### **ARTICLE B.**

12.1a The reimbursement of course fees upon successful completion of the course

12.1b A bonus payment of \$1000 for earning an "A" certificate, \$700 for a "B" and \$400 for a "C".

## **ELEMENTARY PREPARATION TIME**

### **ARTICLE D.**

12.3 Each full-time regular classroom elementary teacher shall be entitled to ninety (90) minutes of preparation time per five-day week. Part-time teachers will receive pro-rated preparation time.

## APPENDIX A     SALARY SCHEDULES

### Kamloops Teachers Salary Grid July 1, 2022 – June 30, 2023

Step	Cat 4	Cat 5	Cat 5+	Cat 6
<b>0</b>				
<b>1</b>	\$ 60,510	\$ 66,776	\$ 70,743	\$ 72,136
<b>2</b>	\$ 63,205	\$ 69,678	\$ 73,958	\$ 75,461
<b>3</b>	\$ 65,899	\$ 72,581	\$ 77,174	\$ 78,787
<b>4</b>	\$ 68,595	\$ 75,485	\$ 80,390	\$ 82,112
<b>5</b>	\$ 71,289	\$ 78,387	\$ 83,604	\$ 85,437
<b>6</b>	\$ 73,983	\$ 81,291	\$ 86,821	\$ 88,763
<b>7</b>	\$ 79,736	\$ 84,193	\$ 90,035	\$ 92,088
<b>8</b>	\$ -	\$ 90,571	\$ 96,971	\$ 99,222
<b>9</b>	\$ -	\$ -	\$ -	\$ -
<b>10</b>	\$ -	\$ -	\$ -	\$ -

### North Thompson (Clearwater) Salary Grid July 1, 2022 – June 30, 2023 Results with Harmonization

Step	Cat 4	Cat 5	Cat 5+	Cat 6
<b>0</b>				
<b>1</b>	\$ -	\$ -	\$ -	\$ -
<b>2</b>	\$ -	\$ -	\$ -	\$ -
<b>3</b>	\$ -	\$ 73,135	\$ 77,174	\$ 78,787
<b>4</b>	\$ -	\$ 76,223	\$ 80,390	\$ 82,113
<b>5</b>	\$ -	\$ 79,310	\$ 83,604	\$ 85,437
<b>6</b>	\$ -	\$ 82,399	\$ 86,821	\$ 88,763
<b>7</b>	\$ -	\$ 85,486	\$ 90,035	\$ 92,088
<b>8</b>	\$ 82,586	\$ 91,664	\$ 96,035	\$ 99,222
<b>9</b>	\$ -	\$ -	\$ 97,262	\$ -
<b>10</b>	\$ -	\$ -	\$ -	\$ -

**Kamloops Teachers Salary Grid**  
**July 1, 2023 – June 30, 2024**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
<b>0</b>				
<b>1</b>	\$ 64,594	\$ 71,283	\$ 75,518	\$ 77,005
<b>2</b>	\$ 67,471	\$ 74,381	\$ 78,950	\$ 80,555
<b>3</b>	\$ 70,347	\$ 77,480	\$ 82,383	\$ 84,105
<b>4</b>	\$ 73,225	\$ 80,580	\$ 85,816	\$ 87,654
<b>5</b>	\$ 76,101	\$ 83,678	\$ 89,247	\$ 91,204
<b>6</b>	\$ 78,977	\$ 86,778	\$ 92,681	\$ 94,754
<b>7</b>	\$ 85,358	\$ 89,876	\$ 96,112	\$ 98,304
<b>8</b>	\$ -	\$ 96,957	\$ 103,808	\$ 106,217
<b>9</b>	\$ -	\$ -	\$ -	\$ -
<b>10</b>	\$ -	\$ -	\$ -	\$ -

**North Thompson (Clearwater) Salary Grid**  
**July 1, 2023 – June 30, 2024**  
Results with Harmonization

Step	Cat 4	Cat 5	Cat 5+	Cat 6
<b>0</b>				
<b>1</b>	\$ -	\$ -	\$ -	\$ -
<b>2</b>	\$ -	\$ -	\$ -	\$ -
<b>3</b>	\$ -	\$ 78,072	\$ 82,383	\$ 84,105
<b>4</b>	\$ -	\$ 81,368	\$ 85,816	\$ 87,656
<b>5</b>	\$ -	\$ 84,663	\$ 89,247	\$ 91,204
<b>6</b>	\$ -	\$ 87,961	\$ 92,681	\$ 94,754
<b>7</b>	\$ -	\$ 91,256	\$ 96,112	\$ 98,304
<b>8</b>	\$ 88,408	\$ 98,126	\$ 102,517	\$ 106,217
<b>9</b>	\$ -	\$ -	\$ 104,119	\$ -
<b>10</b>	\$ -	\$ -	\$ -	\$ -

**Kamloops Teachers Salary Grid**  
**July 1, 2024 – June 30, 2025**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
<b>0</b>				
<b>1</b>	\$ 66,532	\$ 73,421	\$ 77,784	\$ 79,315
<b>2</b>	\$ 69,495	\$ 76,612	\$ 81,319	\$ 82,971
<b>3</b>	\$ 72,458	\$ 79,804	\$ 84,855	\$ 86,628
<b>4</b>	\$ 75,422	\$ 82,998	\$ 88,391	\$ 90,284
<b>5</b>	\$ 78,384	\$ 86,189	\$ 91,924	\$ 93,940
<b>6</b>	\$ 81,346	\$ 89,382	\$ 95,462	\$ 97,597
<b>7</b>	\$ 88,012	\$ 92,573	\$ 98,995	\$ 101,253
<b>8</b>	\$ -	\$ 99,972	\$ 107,036	\$ 109,520
<b>9</b>	\$ -	\$ -	\$ -	\$ -
<b>10</b>	\$ -	\$ -	\$ -	\$ -

**North Thompson (Clearwater) Salary Grid**  
**July 1, 2024 – June 30, 2025**  
Results with Harmonization

Step	Cat 4	Cat 5	Cat 5+	Cat 6
<b>0</b>				
<b>1</b>	\$ -	\$ -	\$ -	\$ -
<b>2</b>	\$ -	\$ -	\$ -	\$ -
<b>3</b>	\$ -	\$ 80,414	\$ 84,855	\$ 86,628
<b>4</b>	\$ -	\$ 83,809	\$ 88,391	\$ 90,285
<b>5</b>	\$ -	\$ 87,203	\$ 91,924	\$ 93,940
<b>6</b>	\$ -	\$ 90,600	\$ 95,462	\$ 97,597
<b>7</b>	\$ -	\$ 93,994	\$ 98,995	\$ 101,253
<b>8</b>	\$ 91,158	\$ 101,178	\$ 105,593	\$ 109,520
<b>9</b>	\$ -	\$ -	\$ 107,358	\$ -
<b>10</b>	\$ -	\$ -	\$ -	\$ -

## APPENDIX B    TEACHER ALLOWANCES

	01-Jul-22	01-Jul-23	01-Jul-24
	2.00%	2.00%	3.00%
Remote Recruitment and Retention (LOU 5 - Vavenby, Brennan Creek, Blue River)	\$ 2,761	\$ 2,947	\$ 3,035
One Room Upgraded	\$ 3,053	\$ 3,259	\$ 3,357
District Counsellor	\$ 8,112	\$ 8,659	\$ 8,919
District Coordinators	\$ 6,488	\$ 6,926	\$ 7,133
Diploma Bonus	\$ 1,355	\$ 1,446	\$ 1,489
Clearwater Isolation Allowance (Year 1 - Blue River)	\$ 783	\$ 835	\$ 860
Clearwater Isolation Allowance (Year 2 - Blue River)	\$ 854	\$ 911	\$ 939
Secondary Coordinator (minimum)	\$ 3,383	\$ 3,612	\$ 3,720
Secondary Coordinator (maximum)	\$ 5,070	\$ 5,412	\$ 5,575
Clearwater Department Head	\$ 3,578	\$ 3,820	\$ 3,934
Head Teacher Allowance	\$ 3,053	\$ 3,259	\$ 3,357
First Aid Attendant	\$ 942	\$ 1,005	\$ 1,035
Clearwater First Aid	\$ 1,600	\$ 1,708	\$ 1,759
District Resource Teacher	\$ 5,340	\$ 5,700	\$ 5,871
Teacher in Charge	\$ 766	\$ 818	\$ 842
District Supervisor	\$ 8,112	\$ 8,659	\$ 8,919
Raft River (Grandfathered - North Thompson)	\$ 1,414	\$ 1,510	\$ 1,555
Vavenby (Grandfathered - North Thompson)	\$ 990	\$ 1,057	\$ 1,089

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