

WORKING DOCUMENT

PROVINCIAL COLLECTIVE AGREEMENT

July 1, 2019 to June 30, 2022

BETWEEN:

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

As bargaining agent for all boards of education 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:

S.D. # 10 (ARROW LAKES)

THE BOARD OF EDUCATION OF SCHOOL
DISTRICT NO. 10 (ARROW LAKES)
(The "Employer")

and

THE ARROW LAKES TEACHERS' ASSOCIATION/UNION
(The "Local")

EFFECTIVE JULY 1, 2019 TO JUNE 30, 2022

Note: This is a working document intended to set out the agreed upon terms and conditions of employment between BCTF and BCPSEA as those terms and conditions apply in S.D. No. 10 (Arrow Lakes). In the event of a dispute, the original source documents will be applicable.

**2019-2022
PROVINCIAL COLLECTIVE AGREEMENT
TABLE OF CONTENTS**

PREAMBLE 6

SECTION A	THE COLLECTIVE BARGAINING RELATIONSHIP	7
ARTICLE A.1	TERM, CONTINUATION AND RENEGOTIATION.....	7
ARTICLE A.2	RECOGNITION OF THE UNION.....	8
ARTICLE A.3	MEMBERSHIP REQUIREMENT	8
ARTICLE A.4	LOCAL AND BCTF DUES DEDUCTION	8
ARTICLE A.5	COMMITTEE MEMBERSHIP	9
ARTICLE A.6	GRIEVANCE PROCEDURE.....	10
ARTICLE A.7	EXPEDITED ARBITRATION	13
ARTICLE A.8	LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS.....	14
ARTICLE A.9	LEGISLATIVE CHANGE	15
ARTICLE A.10	LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS' ACT	15
ARTICLE A.18	COPY OF THE AGREEMENT.....	16
ARTICLE A.19	EXCLUSIONS FROM THE BARGAINING UNIT	16
ARTICLE A.20	CONTRACTING OUT.....	16
ARTICLE A.21	PICKET LINE PROTECTION	16
ARTICLE A.22	BOARD/ALTA LIAISON COMMITTEE.....	17
ARTICLE A.23	NOTIFICATION OF STAFFING MATTERS.....	17
ARTICLE A.24	EDUCATION ASSISTANTS	17
ARTICLE A.25	BULLETIN BOARDS	18
ARTICLE A.26	INTERNAL MAIL	18
ARTICLE A.27	ACCESS TO WORKSITE.....	18
SECTION B	SALARY AND ECONOMIC BENEFITS.....	19
ARTICLE B.1	SALARY	19
ARTICLE B.2	TTOC PAY AND BENEFITS.....	21
ARTICLE B.3	SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION	22
ARTICLE B.4	EI REBATE	22
ARTICLE B.5	REGISTERED RETIREMENT SAVINGS PLAN	22
ARTICLE B.6	SALARY INDEMNITY PLAN ALLOWANCE	24
ARTICLE B.7	REIMBURSEMENT FOR PERSONAL PROPERTY LOSS.....	24
ARTICLE B.8	OPTIONAL TWELVE-MONTH PAY PLAN	24
ARTICLE B.9	PAY PERIODS.....	25
ARTICLE B.10	REIMBURSEMENT FOR MILEAGE AND INSURANCE.....	26
ARTICLE B.11	BENEFITS.....	28
ARTICLE B.12	CATEGORY 5+	30
ARTICLE B.13	BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL PSYCHOLOGISTS' PROFESSIONAL FEES	31
ARTICLE B.22	PLACEMENT ON SCHEDULE	31
ARTICLE B.23	CERTIFICATION CHANGE.....	31
ARTICLE B.24	EXPERIENCE RECOGNITION	32
ARTICLE B.25	DEFINITION OF EXPERIENCE	32
ARTICLE B.26	INCREMENT DATE.....	33
ARTICLE B.27	PART TIME TEACHERS.....	33

ARTICLE B.28	TEACHER IN CHARGE AND HEAD TEACHER	33
ARTICLE B.29	TEACHERS WITH CATEGORY 2 OR 3 CERTIFICATION OR THEIR EQUIVALENT.....	34
ARTICLE B.30	CONTINUATION OF BENEFITS.....	34
ARTICLE B.31	STATEMENT OF CATEGORY AND EXPERIENCE.....	34
ARTICLE B.32	RATE OF DEDUCTION.....	34
ARTICLE B.33	SALARY PROTECTION.....	35
ARTICLE B.34	COST OF TTOC RATE	35
ARTICLE B.35	EARLY RETIREMENT INCENTIVE PLAN	35
ARTICLE B.36	PAYMENT FOR WORK BEYOND REGULAR SCHOOL YEAR	36
SECTION C	EMPLOYMENT RIGHTS.....	37
ARTICLE C.1	RESIGNATION.....	37
ARTICLE C.2	SENIORITY.....	37
ARTICLE C.3	EVALUATION.....	39
ARTICLE C.4	TTOC EMPLOYMENT.....	40
ARTICLE C.5	TEACHING SECURITY – SEVERANCE PAY	40
ARTICLE C.12	EMPLOYMENT OF TEACHERS	43
ARTICLE C.13	TTOC HIRING PRACTICES.....	43
ARTICLE C.14	DISMISSAL BASED ON PERFORMANCE	44
ARTICLE C.15	DISMISSAL AND DISCIPLINE FOR MISCONDUCT; JUST AND REASONABLE CAUSE.....	45
SECTION D	WORKING CONDITIONS	47
ARTICLE D.1	CLASS SIZE AND TEACHER WORKLOAD.....	47
ARTICLE D.2	CLASS COMPOSITION AND INCLUSION.....	47
ARTICLE D.3	NON-ENROLLING STAFFING RATIOS	49
ARTICLE D.4	PREPARATION TIME	49
ARTICLE D.5	MIDDLE SCHOOLS	49
ARTICLE D.6	ALTERNATE SCHOOL CALENDAR	50
ARTICLE D.15	REGULAR WORK YEAR	52
ARTICLE D.16	HOURS OF WORK	52
ARTICLE D.17	SUPERVISION.....	53
ARTICLE D.18	EXTRA-CURRICULAR ACTIVITIES.....	53
ARTICLE D.19	STAFF MEETINGS	53
ARTICLE D.20	SCHOOL STAFF COMMITTEES	54
ARTICLE D.21	HEALTH AND SAFETY.....	54
ARTICLE D.22	STAFF ORIENTATION.....	55
ARTICLE D.23	TECHNOLOGICAL CHANGE.....	55
SECTION E	PERSONNEL PRACTICES	56
ARTICLE E.1	NON-SEXIST ENVIRONMENT	56
ARTICLE E.2	HARASSMENT/SEXUAL HARASSMENT	56
ARTICLE E.12	TEACHER TRANSFERS.....	61
ARTICLE E.13	POSTING AND FILLING VACANT POSITIONS.....	62
ARTICLE E.14	TEACHER SUPERVISION AND EVALUATION	63
ARTICLE E.15	PERSONNEL FILES	65
ARTICLE E.16	DISCRIMINATION.....	65
ARTICLE E.17	COMPLAINTS AGAINST A TEACHER	66

SECTION F PROFESSIONAL RIGHTS	67
ARTICLE F.11 PROFESSIONAL DEVELOPMENT	67
ARTICLE F.12 NON-INSTRUCTIONAL DAYS	68
ARTICLE F.13 EDUCATION CHANGE COMMITTEE	68
SECTION G LEAVES OF ABSENCE	69
ARTICLE G.1 PORTABILITY OF SICK LEAVE.....	69
ARTICLE G.2 COMPASSIONATE CARE LEAVE	69
ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES.....	71
ARTICLE G.4 BEREAVEMENT LEAVE	71
ARTICLE G.5 UNPAID DISCRETIONARY LEAVE	72
ARTICLE G.6 LEAVE FOR UNION BUSINESS	73
ARTICLE G.7 TTOCS CONDUCTING UNION BUSINESS	74
ARTICLE G.8 TTOCS – CONDUCTING UNION BUSINESS NEGOTIATING TEAM.....	74
ARTICLE G.9 TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE	74
ARTICLE G.10 TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES	75
ARTICLE G.11 CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	75
ARTICLE G.12 LEAVES OF ABSENCES	76
ARTICLE G.13 DEFERRED SALARY LEAVE PLANS.....	83
ARTICLE G.14 WORKERS' COMPENSATION	83
SIGNATURES	84
LOCAL LETTERS OF UNDERSTANDING	85
LETTER OF UNDERSTANDING	85
<i>DEFERRED SALARY LEAVE PLAN</i>	85
SELF-FUNDED LEAVE OF ABSENCE PLAN APPLICATION	91
LETTER OF UNDERSTANDING	93
<i>Re: Four Day Instructional Week</i>	93
ARTICLE B.2: TTOC PAY AND BENEFITS.....	93
ARTICLE B.32 RATE OF DEDUCTION.....	94
ARTICLE B.34 COST OF TTOC RATE	94
ARTICLE C.4 TTOC EMPLOYMENT.....	94
ARTICLE C.12 EMPLOYMENT OF TEACHERS	95
ARTICLE G.4 BEREAVEMENT LEAVE	95
ARTICLE G.5 UNPAID DISCRETIONARY LEAVE	95
ARTICLE G.6 LEAVE FOR UNION BUSINESS	96
PROVINCIAL LETTERS OF UNDERSTANDING/INTENT	100
LETTER OF UNDERSTANDING NO. 1	100
<i>Re: Designation of Provincial and Local Matters</i>	100
<i>Appendix 1 – Provincial Matters</i>	102
<i>Appendix 2 – Local Matters</i>	108
LETTER OF UNDERSTANDING NO. 2	113
<i>Re: Agreed Understanding of the Term Teacher Teaching on Call</i>	113
LETTER OF UNDERSTANDING NO. 3. A.....	114
<i>Re: Section 4 of Bill 27 Education Services Collective Agreement Act</i>	114

LETTER OF UNDERSTANDING NO. 3.B.....	115
<i>Re: Section 27.4 Education Services Collective Agreement Act</i>	115
LETTER OF UNDERSTANDING NO. 4	116
<i>Re: Employment Equity – Aboriginal Employees</i>	116
LETTER OF UNDERSTANDING NO. 5	117
<i>Re: Teacher Supply and Demand Initiatives</i>	117
<i>Schedule A to Provincial Letter of Understanding No. 5 RE: Teacher Supply and Demand Initiatives</i>	118
LETTER OF UNDERSTANDING NO. 6	121
<i>Re: Article C.2. – Porting of Seniority – Separate Seniority Lists</i>	121
LETTER OF UNDERSTANDING NO. 7	123
<i>Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts</i>	123
LETTER OF UNDERSTANDING NO. 8	125
<i>Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List 125</i>	
LETTER OF UNDERSTANDING NO. 9	127
<i>Re: Provincial Extended Health Benefit Plan</i>	127
<i>Appendix A to Letter of Understanding No. 9</i>	129
LETTER OF UNDERSTANDING NO. 10	131
<i>Re: Recruitment and Retention for Teachers at Elementary Beaverdell and Big White Elementary School</i>	131
LETTER OF UNDERSTANDING NO. 11	132
<i>Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District</i>	132
TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST – FORM A	134
<i>Re: August 31st transfers for TTOC experience accrued up to and including June 30th</i>	134
TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST – FORM B	135
<i>Re: December 31st transfers for TTOC experience accrued up to and including November 15th</i>	135
LETTER OF UNDERSTANDING NO. 12	136
<i>Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language</i>	136
LETTER OF UNDERSTANDING NO. 13	144
<i>Re: Section 53 – Joint Consultation and Adjustment Opportunities</i>	144
LETTER OF UNDERSTANDING NO. 14	146
<i>Re: Cultural Leave for Aboriginal Employees</i>	146
LETTER OF UNDERSTANDING NO. 15	147
<i>Re: Maternity/Pregnancy Supplemental Employment Benefits</i>	147
LETTER OF UNDERSTANDING NO. 16	148
<i>Re: Early Career Mentorship</i>	148
LETTER OF UNDERSTANDING NO. 17	149
<i>Re: Potential Grievance Resolution</i>	149
INDEX	150

PREAMBLE

1. The purpose of School District No. 10 (Arrow Lakes) is to provide all our students with an equal opportunity to achieve academic excellence to the utmost of their abilities, to learn to manage change, to learn to live and work in harmony with others and their environment and thus to grow into caring, intelligent and productive citizens. We believe our mission can only be achieved by a highly professional staff and with the active cooperation of all community members. The intent of this Agreement is to provide the basis for a harmonious working relationship between the Arrow Lakes Board of Education and its teachers in order to achieve the District's Mission.
2. This Agreement is made pursuant to and governed by the School Act, and the Public Education Labour Relations Act (PELRA). In case of any conflict between this Agreement and those Acts and any Regulations made thereunder, those Acts and Regulations shall prevail.
3. Terms used in this Agreement defined in those Acts shall have the meanings defined in those Acts.
4. The use of one gender in this Agreement shall include the other and the singular shall include the plural unless the sense of the provision requires otherwise.

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

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

ARTICLE A.2 RECOGNITION OF THE UNION

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer in School District 10 (Arrow Lakes) recognizes the Arrow Lakes Teachers' Association as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the Arrow Lakes Teachers' Association, subject to Article A.3.2..
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the Arrow Lakes Teachers' Association 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 Article 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 Article 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. (See Article B.2) A TTOC attending a “half day” meeting shall receive a half day’s pay. If the meeting extends past a “half day,” the TTOC shall receive a full day’s pay.

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

- i. the number of representatives of each party at Step Three shall be three; and/or
- ii. at least one of the employer representatives shall be a trustee.

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

8. Arbitration (Conduct of)

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

- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
 - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
 - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
 - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. **General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the Local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the Local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.

- e.
 - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a Teacher teaching on call (TTOC) is required, such costs shall be borne by the employer.
 - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
 - iii. Unless the Previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

ARTICLE A.7 EXPEDITED ARBITRATION

1. Scope

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

2. Process

- a. The grievance shall be referred to one of the following arbitrators:
 - i. Mark Brown
 - ii. Irene Holden
 - iii. Chris Sullivan
 - iv. Elaine Doyle
 - v. Judi Korbin
 - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.

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

ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement. [See Article G.6].

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 or 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 COPY OF THE AGREEMENT

1. Each member employed in School District No. 10 (Arrow Lakes) during the period of time this Agreement is in effect shall have access to an electronic copy of this Agreement. For newly hired teachers a print copy of the Agreement will be provided upon written request from the Employee. Pamphlets and booklets detailing employee benefits shall also be provided to eligible members.

ARTICLE A.19 EXCLUSIONS FROM THE BARGAINING UNIT

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. Newly created teaching positions, including positions of special responsibilities, shall be included in the bargaining unit unless the position is excluded by mutual agreement.

ARTICLE A.20 CONTRACTING OUT

1. The Board shall not contract to purchase educational services as provided in Section 86 (1) (a) and 86 (a) (a.1) of the School Act unless approved by the Union. Such approval shall not be unreasonably denied.
2. In the event that the Board contracts to purchase educational services as provided in Section 86 (1) (a) and 86 (1) (a.1) of the School Act:
 - a. no teacher shall be laid off as a result of the contracting out;
 - b. no teacher, who leaves or retires, shall be replaced by the contracting out unless approved by the Union. Such approval shall not be unreasonably denied.

ARTICLE A.21 PICKET LINE PROTECTION

1. All teachers shall have the right to refuse to cross a picket line. Any teachers failing to report to duty at their normal place of work shall be considered to be absent without pay.
2. Failure to cross a picket line encountered in carrying out normal School Board business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action by the Board.
3. The Board shall not request, require, nor direct teachers to do work or carry out duties normally performed by employees engaged in a job action.
4. Teachers shall not be required to work with persons who are paid to perform any of the duties which would normally be performed by employees, while they are on strike or who are locked out.

ARTICLE A.22 BOARD/ALTA LIAISON COMMITTEE

1. A Liaison Committee shall be comprised of representation of the Board and the Union.
2. The Liaison Committee's objectives shall be to discuss and attempt to settle all disagreements that may arise out of this Agreement, excepting the cases where grievance procedures have been instituted and to settle any interpretation of differences that may arise.
3. Any other matter felt to be of mutual concern may be discussed by the Liaison Committee with a view to attaining amicable settlement by both parties.
4. Meetings may be called by either party to be held at a time and place mutually agreed upon.

ARTICLE A.23 NOTIFICATION OF STAFFING MATTERS

1. The Board shall notify the Union of all postings, including teaching positions of special responsibilities, transfers, hiring, resignations, deaths, terminations, and suspensions that affect the Union as they occur.

ARTICLE A.24 EDUCATION ASSISTANTS

1. The following conditions shall apply when the Board employs Education Assistants pursuant to Section 18 of the School Act.
2. Education Assistants shall work under the supervision of a teacher and/or Principal or Vice Principal.
3. Education Assistants shall be employed to assist teachers in carrying out their duties and responsibilities as set out in the School Act and Regulations, and may include but are not limited to:
 - a. assisting teachers in designing, supervising, and assessing educational programmes;
 - b. assisting teachers in their instructional responsibilities and in the delivery of educational programmes;
 - c. assisting teachers in providing instruction to individual students and groups of students;
 - d. assisting teachers in evaluating students and educational programmes;
 - e. assisting teachers in maintaining student records and reports to parents; and
 - f. providing any other assistance deemed appropriate by the teacher to whom assistance is being provided.

4. Education Assistants shall not assume primary responsibility for the duties listed in (Article A.24.3).
5. Education Assistants shall not assume primary educational responsibility while the teacher is absent.
6. Education Assistants shall not be used as replacements for teachers, unless in case of emergency.

ARTICLE A.25 BULLETIN BOARDS

1. The Union shall have the right to post notices of activities and matters of Union concern on Union bulletin boards. These bulletin boards shall be provided in each staff room.

ARTICLE A.26 INTERNAL MAIL

1. The Board agrees that the Association may make use of the district mail service and employee mail boxes for communication with Association members at no cost to the Union and at no extra cost to the Board.

ARTICLE A.27 ACCESS TO WORKSITE

1. Representatives of the Union shall have the right to transact Union business on school property. Such activities shall not interfere with the operations of the school and such use of facilities and equipment for the purpose of Union business shall be subject to District protocols.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 Salary

1. The local salary grids are amended to reflect the following general wage increases:
 - a. Effective July 1, 2019 – 2% adjustment to the Local Salary Grids
 - b. Effective July 1, 2020 – 2% adjustment to the Local Salary Grids
 - c. Effective July 1, 2021 – 2% adjustment to the Local Salary Grids

2. Teachers employed on the date of ratification and who were employed on July 1, 2019 shall receive retroactive payment of wages to July 1, 2019.

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

3. The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c above:
 - a. Department Head
 - b. Positions of Special Responsibility
 - c. First Aid
 - d. One Room School
 - e. Isolation and Related Allowances
 - f. Moving/Relocation
 - g. Recruitment & Retention
 - h. Mileage/Auto not to exceed the CRA maximum rate

4. The following allowances shall not be adjusted by the increases in B.1.1a, b, and c above:
 - a. Per Diems
 - b. Housing
 - c. Pro D (unless formula-linked to the grid)
 - d. Clothing
 - e. Classroom Supplies

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

6. Effective July 1, 2021 Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/ term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.

Local Provisions

4. The salaries for the teachers and the salary schedule applicable thereto shall be the salaries and the salary schedule hereinafter set forth, namely:

a. Effective July 1, 2019

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 50,720	\$ 56,290	\$ 60,675	\$ 61,793
1	\$ 53,096	\$ 58,953	\$ 63,594	\$ 64,712
2	\$ 55,474	\$ 61,616	\$ 66,513	\$ 67,631
3	\$ 57,850	\$ 64,280	\$ 69,433	\$ 70,551
4	\$ 60,228	\$ 66,944	\$ 72,353	\$ 73,471
5	\$ 62,604	\$ 69,608	\$ 75,272	\$ 76,390
6	\$ 64,981	\$ 72,271	\$ 78,191	\$ 79,309
7	\$ 67,358	\$ 74,935	\$ 81,110	\$ 82,228
8	\$ 69,735	\$ 77,599	\$ 84,030	\$ 85,147
9	\$ 74,275	\$ 80,263	\$ 86,950	\$ 88,068
10	\$ -	\$ 85,414	\$ 92,598	\$ 93,716

b. Effective July 1, 2020

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 51,734	\$ 57,416	\$ 61,888	\$ 63,028
1	\$ 54,158	\$ 60,132	\$ 64,866	\$ 66,006
2	\$ 56,583	\$ 62,848	\$ 67,843	\$ 68,984
3	\$ 59,007	\$ 65,566	\$ 70,822	\$ 71,962
4	\$ 61,432	\$ 68,282	\$ 73,800	\$ 74,940
5	\$ 63,856	\$ 71,000	\$ 76,777	\$ 77,918
6	\$ 66,281	\$ 73,717	\$ 79,755	\$ 80,895
7	\$ 68,705	\$ 76,434	\$ 82,733	\$ 83,873
8	\$ 71,130	\$ 79,151	\$ 85,710	\$ 86,849
9	\$ 76,504	\$ 81,868	\$ 88,689	\$ 89,829
10	\$ -	\$ 87,976	\$ 95,376	\$ 96,527

c. Effective July 1, 2021

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 52,769	\$ 58,564	\$ 63,126	\$ 64,289
1	\$ 55,241	\$ 61,335	\$ 66,163	\$ 67,326
2	\$ 57,715	\$ 64,105	\$ 69,200	\$ 70,363
3	\$ 60,187	\$ 66,877	\$ 72,239	\$ 73,402
4	\$ 62,661	\$ 69,648	\$ 75,276	\$ 76,439
5	\$ 65,133	\$ 72,420	\$ 78,313	\$ 79,476
6	\$ 67,606	\$ 75,191	\$ 81,350	\$ 82,513
7	\$ 70,079	\$ 77,963	\$ 84,387	\$ 85,550
8	\$ 72,553	\$ 80,734	\$ 87,424	\$ 88,586
9	\$ 78,034	\$ 83,505	\$ 90,463	\$ 91,626
10	\$ -	\$ 89,736	\$ 97,283	\$ 98,458

ARTICLE B.2 TTOC PAY AND BENEFITS

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

LOCAL PROVISIONS:

- 7. Non-instructional days occurring during an assignment shall not affect the continuity of that assignment.

Call-Out

- 8. A TTOC shall be paid for a non-instructional day when the non-instructional day occurs during an assignment and the TTOC attends the non-instructional day and works the day before and the day after the non-instructional day.
- 9. A TTOC assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.
- 10. A TTOC assigned to a school for a morning or afternoon and not utilized or utilized for only a portion of the morning or afternoon shall be paid sixty (60%) percent of a TTOC wage for the morning and forty (40%) for the afternoon.
- 11. A TTOC reporting to work when called shall receive a minimum of 0.4 day's pay. Such a teacher shall provide 0.4 day's service. Notwithstanding the foregoing, a TTOC may elect to work for a specified period of less than 0.4 day.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA B.3 is not applicable in School District No. 10 (Arrow Lakes)

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

ARTICLE B.9 PAY PERIODS

PCA Article B.9.1-B.9.3 is not applicable in School District No.10 (Arrow Lakes).

LOCAL PROVISIONS:

4. Contract teachers shall be paid an annual salary, payable in equal installments, one on the last teaching day of each month except July and August. Contract teachers shall be paid a mid-month advance equal to thirty-three and one-third percent (33 1/3%) of the teacher's gross monthly salary on the fifteenth (15th) day of the month or the last teaching day before the fifteenth (15th) day of the month, except July and August.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

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

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
4. Employees shall be reimbursed for travel costs as outlined below:

- a. School District No. 45 (West Vancouver)

Employees on the staff of Bowen Island Community School commuting from West Vancouver to Bowen Island shall be reimbursed for their automobile and ferry expenses in accordance with travel and car-pooling arrangements agreed to by the staff and approved by the Principal and Assistant Superintendent.

- b. School District. No. 64 (Gulf Islands)

Employees who are authorized to use their personal vehicles in the course of regularly assigned duties or other employer business shall be reimbursed ferry costs where applicable.

- c. School District No. 68 (Nanaimo)

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

- d. School District No. 71(Comox)

- i. Employee lives on Vancouver Island, teaches on Denman Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Buckley Bay and Denman Island

- ii. Employee lives on Vancouver Island, teaches on Hornby Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Buckley Bay and Denman Island, and Denman Island and Hornby Island

- iii. Employee lives on Denman Island, teaches on Hornby Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Denman Island and Hornby Island.

- iv. Employee lives on Hornby Island, teaches on Denman Island: 190 days (19 books of 10 tickets) at the economy ticket price for the ferry trip between Hornby Island and Denman Island
 - v. For employees assigned less than full time, the allowance will be prorated on the basis of the number of ferry trips required to meet the assignment.
- e. SD No. 46 (Sunshine Coast)

Employees who are required to use ferry travel in the course of regularly assigned duties or other Board business shall be reimbursed for ferry fares at cost.

- f. SD No. 69 (Qualicum)

Should teachers from Lasqueti Island be required to attend meetings called by the Superintendent of Schools, or designate, or other Board business as pre-approved by the Superintendent of Schools, or designate, they shall be reimbursed for travel costs related to ferry or necessary water taxi transportation.

- g. School Districts No. 50, 72 and 85

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

School District No. 79

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

School Districts 70 and 84

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

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

ARTICLE B.11 BENEFITS

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

LOCAL PROVISIONS:

5. Medical Service Plan
 - a. The Board shall pay eighty-five percent (85%) of the costs of the premium for the British Columbia Medical Services Plan.
6. Extended Health Benefits
 - a. The Board shall pay eighty-five percent (85%) of the cost of premiums of the Provincial Extended Health Benefit Plan.
 - b. The Board shall pay eighty-five percent (85%) of the cost of premiums of a medical referral plan. The medical referral plan shall be for patient only transportation (not beyond Vancouver) and accommodation costs for seven (7) days, maximum \$50.00 per day.
7. Long Term Disability
 - a. A teacher on contract with the district shall participate in the British Columbia Teachers' Federation Salary Indemnity Plan - Short Term and Long Term. Participation in the plan shall be a condition of employment. The teachers employed in the district shall contribute one hundred percent (100%) of the premiums of the plan through payroll deductions.
8. Group Life Insurance
 - a. A teacher employed with the district shall participate in the British Columbia Teachers' Federation and British Columbia School Trustees Association jointly sponsored group life insurance plan underwritten by the Great West Life Assurance Company, Plan B, or equivalent. Participation in the plan shall be a condition of employment.

- b. The Board shall pay eighty-five percent (85%) of the cost of premiums for the Group Life Insurance Plan.
- c. Optional coverage under the plan for dependent(s) of the teacher employed shall be available with full costs for coverage paid by the teacher as a payroll deduction.
- d. The Board agrees to deduct premiums for those teachers who participate in the optional term life insurance plan.

9. Dental Plan

- a. The Board shall pay eighty-five percent (85%) of the cost of premiums of a Dental Plan which shall include:
 - i. Plan "A" - one hundred percent (100%)
 - ii. Plan "B" - seventy-five percent (75%)
 - iii. Plan "C" - sixty percent (60%) and a \$3,000 lifetime limit per eligible person. Effective July 1, 2015, orthodontics coverage and lifetime limit are per the provincial minimums.

10. Employee and Family Assistance Plan

- a. The Board shall pay eighty-five percent (85%) of the cost of premiums of an Employee and Family Assistance Plan. Teachers share of the cost of premiums shall be deducted as a lump sum deduction in January of each year.

11. Evidence of Alternate Coverage

- a. Participation in the benefits plans shall be compulsory for all continuing and temporary teachers save and except:
 - i. for optional life insurance under Article B.11.8.d, and
 - ii. Group Registered Retirement Plan under Article B.5, and
 - iii. when the employee has similar coverage under a spouse's plan for the benefits in Articles B.11.5, B.11.6 and B.11.9.
 - iv. teachers who do not wish to participate in the Medical, Extended Health, and/or Dental Plan benefits because of alternate coverage must submit a letter to the Secretary-Treasurer stating such.

12. Special Payments in Case of Teacher's Death

- a. In the event of death of a teacher who has served six (6) months or more, the Board shall pay one (1) month's salary to the widow, widower, or estate in addition to any amount earned up to the last day of service.
- b. The Board shall also pay a sum equal to one-half (1/2) the accumulated sick leave up to a maximum of fifteen (15) days pay at the rate of 1/200th of the teacher's annual salary.

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

PCA Article B.12.3.a through B.12.3.c is not applicable in School District No. 10 (Arrow Lakes). See Article B.12.3.d below.

LOCAL PROVISIONS:

- d. Notwithstanding PCA Article B.12.3, Category 5+ shall be paid at Category 6 less \$1,000.00

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 B.12.1 and 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 B.12.1 and B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

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

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

ARTICLE B.22 PLACEMENT ON SCHEDULE

1. Except as otherwise provided in this Agreement, the placement of each teacher upon the salary schedule shall be in accordance with the Teachers Qualification Service Category Schedule. The salary schedule is a basic scale however, and the Board reserves the right to pay any teacher a salary higher than that provided in the schedule pursuant to Article A.2 - Recognition of Union.
2. If, through no fault of their own, a teacher new to British Columbia does not have their salary category established when beginning teaching in this district, a salary adjustment shall be made retroactive to the beginning of employment in this district if such is necessary based on documentation received from the Teachers Qualification Service.

ARTICLE B.23 CERTIFICATION CHANGE

1. In the event that a teacher changes their certification or classification while employed by the Board, the teacher is responsible for advising the Board of this change with supporting evidence, from the Teachers Qualification Service, of this change in status. The Board shall place the teacher on their new salary scale upon receipt of evidence from the Teachers Qualification Service of this new status.
2. Retroactive pay shall be subject to the following conditions:
 - a. Retroactive pay shall only be paid if the evidence supporting a change in status is submitted to the Secretary-Treasurer prior to December 15th for the period September 1st to December 31st, and prior to June 15th for the period January 1st to June 30th.
 - b. If evidence of status change has not been received by the deadlines referred to in (a) above, retroactive pay for the change in status shall only be paid to the first (1st) day of the month in which the evidence is received.
 - c. The change in status shall only be recognized from the date at which the change of status became effective according to the Teachers Qualification Service.

ARTICLE B.24 EXPERIENCE RECOGNITION

1. Each teacher shall receive full recognition to the categories maximum for experience gained in:
 - a. Government funded and inspected schools in Canada, the British Commonwealth and the U.S.A.
 - b. Professional employment as a member of an accredited university or college faculty if the teacher holds a valid teaching certificate and the total load is nine (9) hours or more a week for a full academic year.
 - c. Professional employment by the Ministry of Education of British Columbia while holding a valid teaching certificate.
 - d. Service to the local Union or British Columbia Teachers' Federation shall carry full experience credit.
 - e. Experience as an Principal/Vice Principal shall carry full experience credit.
 - f. A school, including DND and CUSO, while on an approved exchange and holding a valid teaching certificate.
 - g. Absence while on paid statutory sick leave, extended sick leave, maternity leave, and parental leave as defined by the Employment Standards Act shall carry full experience credit.

ARTICLE B.25 DEFINITION OF EXPERIENCE

1. A minimum of eight (8) months full-time teaching or call-out teaching constitutes one year's experience.
2. Call-out teaching shall accumulate for experience credit, with twenty (20) days of call-out teaching equaling one month of experience.
3. Periods of part-time teaching, call-out teaching and term appointments may be added together for accumulation of years of experience credit.
4. The onus is on teachers newly appointed to the district to provide proof of all teaching experience claimed for salary purposes.

Note: Effective September 19th, 2014, Articles B.25.1-B.25.3 do not apply to teachers teaching on call. Teacher teaching on call experience credit and increments will accrue in accordance with Article C.4 Teacher Teaching on Call Employment and can be transferred in accordance with provincial Letter of Understanding No. 16.

ARTICLE B.26 INCREMENT DATE

1. Except for full time first year teachers, increment dates shall be the 1st of the month following completion of eight (8) full months equivalent teaching. (ie: 0.8 F.T.E.)
2. A teacher cannot earn more than one (1) increment in a twelve (12) month period.

ARTICLE B.27 PART TIME TEACHERS

1. Part time teachers are continuing or temporary contract teachers employed on less than a full time basis. They shall be paid salary and earn sick leave prorated in proportion to the time employed (FTE) by the Board.
2. Benefits provided are as set out in Article B.11 - Benefits Coverage.
3. Teachers who move from full time employment to a part time assignment shall be considered to be on leave, for a period not to exceed thirty (30) months as per Article G.12.12, so that the teacher may, at their expense, purchase pensionable service to provide for a full year of pension credit.
4. The Board shall endeavour to schedule part time assignments in consecutive teaching blocks.

ARTICLE B.28 TEACHER IN CHARGE AND HEAD TEACHER

1. In the event that all Principals/Vice Principals assigned to the school are absent from school the entire morning or the entire afternoon or more, a Teacher-In-Charge or Head Teacher shall be appointed to assume the duties specified in this Article.
2. A Teacher-In-Charge shall be selected and appointed from amongst consenting teachers, Principals/Vice Principals, administration or teachers teaching on call.
3. The Teacher-In-Charge and Head Teacher shall strive to assure that the safety of the students and the security of the school are maintained, and shall deal with emergent matters with required assistance from district supervisory staff. Routine attendance recording and information reporting as required shall be maintained.
4. A Teacher-In-Charge and Head Teacher shall not deal with parental complaints in regard to their colleague(s) or complaints teachers may have with their fellow teachers. Teachers-In-Charge or Head Teachers shall not be involved in personnel supervision.
5. While acting as Teacher-In-Charge or Head Teacher, the teacher is covered by all terms and conditions in this Agreement.
6. When acting as Teacher-In-Charge, the teacher, if they requests, shall be provided with a teacher teaching on call and shall be relieved of regular teaching duties.

7. An allowance shall be paid to Head Teachers as follows:
 - a. An annual allowance per year shall be paid to Head Teachers. This allowance shall apply to all schools in the district to which the employer deems the requirement of a Head Teacher.
 - b. The allowance shall be paid as follows:

Effective July 1, 2019	\$1,270.89
Effective July 1, 2020	\$1,296.31
Effective July 1, 2021	\$1,322.23

ARTICLE B.29 TEACHERS WITH CATEGORY 2 OR 3 CERTIFICATION OR THEIR EQUIVALENT

1. Teachers employed in School District No. 10 (Arrow Lakes) holding a valid Elementary Basic or other certification which would be classified as salary Category 2, shall be paid on Category 4 up to the 7 step as maximum.
2. Teachers employed in School District No. 10 (Arrow Lakes) who are employed on a "Letter of Permission" or a "special certificate" shall be paid on Category 4, zero years experience. A university graduate with a Letter of Permission or a special certificate who is teaching in their field of experience shall be paid on Category 4, zero years experience.

ARTICLE B.30 CONTINUATION OF BENEFITS

1. Those on approved leave-of-absence may continue to participate in Medical, Extended Health, Group Life Insurance, provided they make arrangements for the full cost of the premiums for these plans in advance with the Secretary-Treasurer.

ARTICLE B.31 STATEMENT OF CATEGORY AND EXPERIENCE

1. The Board shall provide, upon request, to any teacher leaving the employment of the District, a statement of their category and experience recognized for salary purposes in School District No. 10 (Arrow Lakes).

ARTICLE B.32 RATE OF DEDUCTION

1. For any working day in a month that a teacher is not entitled to pay, the Board shall deduct 1/200th of annual salary.

ARTICLE B.33 SALARY PROTECTION

1. No teacher presently on contract with the school district shall incur a reduction in basic salary because of the implementation of this Agreement.

ARTICLE B.34 COST OF TTOC RATE

1. For the purpose of this Agreement, the cost of the teacher teaching on call (TTOC) rate shall be defined as 1/250th of PC 0 on the salary grid for those leaves where the teacher is directly charged for the cost of the call-out.
2. For all other activities, the cost of the TTOC rate shall be the actual cost of the call-out incurred by the district.

ARTICLE B.35 EARLY RETIREMENT INCENTIVE PLAN

1. Effective July 1, 1993, the Board shall pay an allowance to continuing contract teachers who retire from teaching in the District under the Teachers' Pension Plan subject to the following conditions:
 - a. The teacher must:
 - i. be between the age of fifty-five (55) and sixty-four (64) years, and
 - ii. have completed ten (10) years or more continuous service with the Board, and
 - iii. be actively employed at the time of retirement, including those on paid sick leave from the Board, and those in receipt of payments under SIP, but excluding those who have been accepted on LTD and those who are on unpaid leave. Teachers teaching on call are also excluded from this plan.
2. Teachers shall apply for this allowance in writing to the Superintendent of Schools prior to March 31 with retirement commencing no later than August 31 of the same year.
3. The retirement allowance shall be based on the Teachers' salary category as follows:

For a Teacher at 4/PC maximum	-	\$12,000
For a Teacher at 5/PB maximum	-	\$14,000
For a Teacher at 6/PA maximum	-	\$16,000
4. The above retirement allowance shall be calculated on a prorated basis in accordance with the average yearly percentage of time the applicable teacher actually worked in the five (5) years immediately preceding thier retirement.
5. Statutory deductions on this retiring allowance shall be withheld at source on any such payment in accordance with the Income Tax Act. Teachers are encouraged to obtain investment counselling to ensure receipt of payment in the most advantageous manner.

6. The Board reserves the right to restrict the number of Early Retirement Incentives it grants in any one (1) year, on the basis of available funding. Seniority shall be the deciding factor when the Board does not permit all the teachers who wish to retire early in one (1) year to do so.
7. The provisions of the Article shall comply with all applicable legislative requirements. In the event the Ministry initiates an Early Retirement Incentive or the Superannuation Branch materially changes the Teachers' Pension Plan, and such changes duplicate the above plan in any way, the Board shall have the right to modify the above plan, as necessary, to rectify such duplication.
8. This plan shall be modified if there are changes to the method of funding for teacher salaries by the Ministry of Education as it is understood that this early retirement incentive allowance shall only remain in place provided it remains at no cost to the Board.

ARTICLE B.36 PAYMENT FOR WORK BEYOND REGULAR SCHOOL YEAR

1. A teacher (except a Summer School, Night School or Adult Education Teacher) who is requested in writing by the Board to work beyond the district's prescribed school year and who agrees to such employment, shall be paid at the rate of 1/195th of their annual salary entitlement for each day worked.
2. If the work pursuant to Article B.36.1 above requires that the employee travel beyond their normal work site, they shall be reimbursed for travelling costs, accommodation, meals and other expenses incurred upon submission of an expense voucher in accord with District policy.
3. This Article does not prohibit or limit the Board's right to fund projects or programs in which teachers participate outside the district's prescribed school year, including projects through which teachers receive remuneration. Articles B.36.1 and B.36.2 above do not affect such projects or programs.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

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

2. Porting Seniority

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

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

- b. Seniority Verification Process

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

3. Teacher Teaching on Call (TTOC)

PCA C.2.3 is not applicable in School District No. 10 (Arrow Lakes). See Article C.2.7 below.

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

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

LOCAL PROVISIONS:

6. Principle of Security

The Board and the Union agree that increased length of service in the employment of the Board entitle employees who possess the necessary qualifications to commensurate increase in security of teaching employment.

7. Definition of Seniority

- a. In this Agreement, "seniority" means an employee's most recent uninterrupted length of service in the employment of the Board, including service as an Principal/Vice Principal. Seniority shall be effective from the day the individual employee's contract comes into effect. For the purpose of calculation length of service, part-time teaching shall be credited fully as if it were full-time service.

- b. For seniority purposes, call-out experience shall begin to be credited on a pro-rated bases commencing July 1, 1990.

- c. In addition to the provisions of Article C.2.7.a and C.2.7.b, the seniority for an employee under a continuing contract shall include:

- i. Seniority accumulated as a term teacher pursuant to PCA Article C.2.4; 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.

8. When the seniority of two or more employees is equal pursuant to Article C.2.7, the employee with the greatest aggregate service in previous employment, with the Board on a temporary or continuing basis, shall be deemed to have the greatest seniority.

9. When the seniority of two or more employees is equal pursuant to Article C.2.8, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.

10. When the seniority of two or more employees is equal pursuant to Article C.2.9, the employee with the greatest amount of call-out experience with the Board shall be deemed to have the greatest seniority.

11. No more than one year's seniority can be earned in a single school year.

12. For the purpose of this Agreement, leaves of absence shall not interrupt service. However, only the following leaves of absence shall count toward aggregate length of service with the Board.
- a. maternity leave;
 - b. educational leave;
 - c. parenthood leave;
 - d. leave for duty with the Union or the British Columbia Teachers' Federation;
 - e. secondment to the Ministry of Education, a Faculty of Education, or pursuant to a teacher exchange program approved by the Board;
 - f. long-term sick leave;
 - g. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas.
 - h. leave for elected office at the municipal, provincial or federal level.
 - i. compassionate care leave (Article G.2)
13. For the purpose of the Agreement, continuity of service shall be deemed not to have been broken by:
- a. resignation for the purposes of maternity followed by re-engagement within a period of three (3) years;
 - b. termination and re-engagement pursuant to this Article;
 - c. where the break in service is seven (7) months or less.

Seniority will not accrue during such breaks.

Where an employee ports seniority to another school district during the breaks in Article C.2.13, that seniority shall not be credited upon return to School District No. 10 (Arrow Lakes) employment from those breaks, unless that seniority is subsequently ported back to School District No. 10 (Arrow Lakes) pursuant to PCA Article C.2.2

14. Seniority List
- a. The Board shall, by October 15 of each year, forward to the Union a list of all teachers employed by the Board, in order of seniority calculated according to Article C.2.7, setting out the length of seniority as of September 1 of that year.
 - b. The Union shall, within thirty (30) days, either confirm or challenge this seniority list in writing, otherwise this list shall be deemed to be correct.

ARTICLE C.3 EVALUATION

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

ARTICLE C.4 TTOC EMPLOYMENT

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

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

[Note: Article C.4 Teacher Teaching on Call Employment is effective September 19th, 2014.]

ARTICLE C.5 TEACHING SECURITY – SEVERANCE PAY

1. Preamble:

Where the Board considers that for education, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Board, it shall be done in accordance with the provisions of this Agreement. Nothing in this Agreement is intended to interfere with the Board's authority regarding suspension, dismissal or termination of teaching personnel for misconduct, neglect of duty, failure to obey a lawful order of the Board, or conviction of a criminal offence.
2. Definition of Qualifications:
 - a. In this Agreement, "necessary qualifications" in respect of a teaching position means that, in the professional judgement of the Superintendent of Schools, there is a reasonable expectation, based on the teaching certification, training, education and experience of a teacher that the teacher shall be able to perform the duties of the position in a satisfactory manner.
 - b. Notwithstanding Article C.5.2.a, should any question arise as to whether a teacher has or does not have the necessary qualifications for a particular teaching position, that teacher may appeal the question of their qualifications to the Board within seven (7) days of receipt of a Notice of Lay-off or notice of Re-engagement of a person less senior. The Board shall decide the question of the teacher's qualifications within seven (7) days of the receipt of the appeal request. The teacher may, within seven (7) days of the Board's decision, appeal that decision to the Joint Grievance Committee as established in Article A.6 - Grievance Procedures, of this Agreement, and the Joint Grievance Committee shall issue its decision, if any, within seven (7) days of receipt of the appeal request. The decision of a majority of the Joint Grievance Committee shall be final and binding upon the parties. If the Joint Grievance Committee is unable to decide the matter, the matter may

be referred to Arbitration as set out in Article A.6 - Grievance Procedures.

3. Procedures for Reducing Staff

- a. When, for education, organizational or budgetary reasons, the Board determines that a reduction in the number of teachers employed by the Board is necessary, 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.
- b. The Board shall give each teacher that it intends to terminate pursuant to this Article thirty (30) days notice in writing, such notice to be effective at the end of a school term, and to contain the reason for termination. Information on positions held by less senior teachers will be available to teachers in receipt of termination notices and the Union through the office of the Superintendent of Schools.
- c. For the purposes of this Article "termination" or "reduction in numbers of teachers employed" includes the termination of teachers on continuing contract or termination of a temporary contract teacher prior to the end of the term of the contract.

4. Teachers' Rights of Re-engagement

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision except Article C.5.4.e, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this Article, provided that the teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this Article.
- b. A teacher who is offered re-engagement pursuant to Article C.5.4.a shall inform the Board whether or not the offer is accepted within forty-eight (48) hours of the receipt of such offer.
- c. It shall be the responsibility of each teacher to keep the Superintendent of Schools informed of their current address.
- d. The Board shall allow ten (10) teaching days from the acceptance of an offer under Article C.5.4.b for the teacher to commence teaching duties. Where the teacher is required to give a longer period of notice to another employer, the Board and the teacher may mutually agree to an extension of this time limit. The Board may employ a temporary or teacher teaching on call for the position until the teacher accepting this position is available.

- e. A teacher's right to re-engagement under this Agreement is lost:
 - i. if the teacher refuses to accept two (2) positions for which they possesses the necessary qualifications; or
 - ii. if three (3) years have elapsed from the date of termination under this Agreement and the teacher has not been re-engaged;
 - iii. if a teacher elects to receive severance pay;
 - iv. if a teacher cannot be reached at the address provided by the teacher to the Superintendent of Schools;
 - v. if the teacher, resigns, retires or otherwise requests in writing, to have their name removed from the recall list.
- f. When a teacher is re-engaged to a position temporarily vacant or temporarily existing that teacher shall not lose their right to apply for a continuing position that becomes vacant. If that teacher is assigned to the vacant continuing position such assignment shall not commence until the expiration of the term of the temporary appointment, and until that time, the vacant continuing position shall be filled on a temporary basis.
- g. A teacher re-engaged pursuant to this Agreement shall be entitled to all health and sick leave credit accumulated at the date of termination.

5. Benefits:

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

6. Severance Pay:

- a. A teacher who has one or more years of employment with the District and who is terminated pursuant to this Article may elect to receive severance pay at any time within twelve (12) months of termination. Teachers terminated pursuant to other Articles in this Agreement and/or pursuant to the School Act are not eligible for severance pay.
- b. For the purpose of this Agreement, the normal expiration of a temporary appointment shall not be considered a termination.
- c. Severance pay shall be calculated at the rate of five percent (5%) of one year's salary for each year of service in the District, to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of their termination.
- d. A teacher who received severance pay and is subsequently rehired shall retain any payment granted under terms of this Agreement.

- e. For the purpose of Article C.5.6.a and C.5.6.c, the calculation of years of service for a teacher who received severance pay and is subsequently rehired shall commence with the date of such hiring.

ARTICLE C.12 EMPLOYMENT OF TEACHERS

Initial Appointment to a Continuing Contract

1. All teachers, other than teachers teaching on call, appointed by the Board to the teaching staff of the District shall be placed on continuing contracts of employment, except for temporary appointments:
 - a. to replace a continuing contract teacher during that teacher's leave of absence, or
 - b. to replace another teacher on temporary appointment, or
 - c. to fill a position that is temporarily created by the Board, or
 - d. to fill a position that has been vacated by another teacher during a school year, or
 - e. to a teacher teaching on call, retroactively, upon completion of a total of twenty (20) days or more in one call-out assignment.
2. The Board agrees to provide to the Union no later than six (6) weeks from the commencement of any school year and, whenever updated, a list of teachers hired on temporary appointments and continuing contracts for that year with their FTE assignment, and a list of continuing contract teachers on leave of absence.

Conversion to a Continuing Contract

3.
 - a. Temporary teachers who are appointed to the teaching staff of the District and who, at the time of such appointment, have accumulated fifteen (15) FTE months of temporary service within the preceding three (3) school years, shall receive a continuing contract.
 - b. The number of temporary appointments shall not exceed the number of positions temporarily existing and the number of full time equivalent teachers on leave.

ARTICLE C.13 TTOC HIRING PRACTICES

Definition

1. A teacher teaching on call (TTOC) shall mean a teacher hired on a day-to-day basis.

TTOC List

2. a. The Board shall maintain a list of certified teachers who are current members of the Teacher Regulation Branch. The Board shall forward a copy of such a list to the Union in October of each year and whenever it is updated thereafter.
- b. The list shall indicate the school, grade, and subject preference of each TTOC.
- c. The Board shall not unreasonably remove a person from the list of TTOCs and shall in all cases inform the teacher in writing of the action and the reasons for it.

Evaluation of TTOC

3. a. A TTOC shall be entitled, upon request, to a written statement regarding their service from a supervising Principal/Vice Principal following ten (10) days of continuous and/or cumulative service during a two (2) year period in that school.
- b. A TTOC in a predetermined assignment of over fifteen (15) working days in duration is entitled to a Letter of Recommendation upon completion of the assignment provided a request is made to the Principal/Vice Principal prior to the beginning of the assignment.

TTOC Hiring

4. a. Pursuant to Section 19 of the School Act, the Board shall appoint TTOCs in preference over uncertified substitutes.
- b. The Board may appoint uncertified substitutes to a teaching assignment only in the event that no TTOC is available. Such appointment shall only be made on a day-to-day basis.

ARTICLE C.14 DISMISSAL BASED ON PERFORMANCE

1. The Board agrees that prior to the dismissal of a teacher on the basis of a less than satisfactory performance it shall adhere to the following requirements:
 - a. a teacher shall be dismissed for a less than satisfactory performance only after receipt by the Board of at least three (3) reports indicating that the learning situation in the class or classes of the teacher is less than satisfactory, or, in the case of a teacher with special responsibilities, those duties assigned to the teacher are not being performed in a satisfactory manner.
 - b. the Superintendent shall be an evaluator on at least one (1) of the reports.
 - c. the three (3) reports must be written within a period of not less than twelve (12) months and not more than twenty-four (24) months. If a teacher is granted leave after the writing of the first or second less than satisfactory report, the period of leave shall not count as part of the twenty-four (24) months.

- d. the Board shall, at least thirty (30) days prior to the issue of a notice of termination of a contract, give the teacher written notice of such and shall set a time for a hearing within twenty (20) days of the issue of the notice of intention, at which the teacher shall have the opportunity to meet with the Superintendent of Schools and the Board, or with the Superintendent of Schools and a committee of the Board.
- e. the teacher may be accompanied by another teacher or by a member of the staff of the British Columbia Teachers' Federation, who may represent them or advise them during the interview referred to in subsection (d).

ARTICLE C.15 DISMISSAL AND DISCIPLINE FOR MISCONDUCT; JUST AND REASONABLE CAUSE

1. The Board shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
2. Where a member is under investigation by the Board for any cause, the member and the Union shall be advised in writing of that fact and of the particulars of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board, and the member shall be advised of the right to be accompanied by a representative of the Union at any meeting in connection with such investigation.
3. Where the Board considers that just and reasonable cause exists to suspend or dismiss a teacher the Board shall, unless the Union or the teacher waives the right, hold a meeting of the Board with the teacher entitled to be present, in respect of which:
 - a. the teacher and the Union shall be given at least 72 hours notice.
 - b. the teacher and the Union shall be given as full and complete statement as possible at that time in writing of the grounds for the contemplated suspension or dismissal and documents that shall be considered at the meeting. The meeting may be postponed by mutual consent.
 - c. the teacher may be accompanied by a representative of the Union or of their own choice, and they shall be entitled to hear all statements made to the Board, to receive copies of all documents given to the Board, to ask questions of the Board, to call witnesses and to make a presentation to the Board.
 - d. the decision of the Board shall be given in writing to the teacher and the Union as soon as practical after the meeting and shall contain a full and complete statement of the grounds for the decision.
4. Nothing in this Agreement shall, in any way, limit the powers of the Board and Superintendent pursuant to Section 15 of the School Act.

5. Notwithstanding Article A.6 - Grievance Procedure, where a member has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that article.
6. No material which has been removed from a member's file pursuant to Article E.15 - Personnel Files may be presented in arbitration.
7. The Union and Board agree to discuss formal releases to the media before they are released, whenever possible.

SECTION D WORKING CONDITIONS

ARTICLE D.1 CLASS SIZE AND TEACHER WORKLOAD

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

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

1. The professional teaching staff shall be allocated within the district according to Board Policy No. 501. *(Policy included for information purposes only)*

[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.*
- *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. The Board and the Union agree that the educational and other requirements of special needs students should be met through careful planning, which shall include school based teams determining the necessary support needed by both the student and the affected staff in order to provide the student with the most appropriate program possible within the resources allocated at the school and district level.
2. In determining the necessary support, the school based teams shall consider:
 - a) relevant educational and medical information
 - b) appropriate placement
 - c) staff training that may be required and payment for such, if needed
 - d) appropriate facilities and equipment
 - e) development of IEP's (the development of any IEP shall be the responsibility of the school based team.)
 - f) release time for staff that may be required

- g) teacher assistant time that may be required
 - h) modification of curriculum and/or materials that may be necessary (modification of curriculum and/or materials shall be the responsibility of the school based team.)
 - i) the resources available at the school and district level
 - j) any other matters that the school based team deems appropriate for each individual student.
3. The composition of school based teams shall be determined at each school, but in general school based teams, should include:
- a) the receiving teacher, if appropriate
 - b) an administrative officer
 - c) other school or district professional personnel
 - d) other appropriate personnel from other agencies and/or the school and/or the district
 - e) the parent/guardian, unless this is considered to be detrimental to the student's best interests.
 - f) the student, if appropriate.
4. Special needs students shall be defined using the classifications used by the Ministry of Education for funding purposes for special education.
5. At the request of the receiving teacher and/or any member of the School based team, the school based team shall meet to review the inclusion of a special needs student in a classroom and any plans and programs that have been developed.
6. Clear procedures should be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of special needs students when appropriate.

ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:484 students	Agreement in Committee (1998)
Counsellors	1:581 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:128 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:74 ESL/ELL students	LOU No. 12

ARTICLE D.4 PREPARATION TIME

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

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 this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

ARTICLE D.6 ALTERNATE SCHOOL CALENDAR

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.

LOCAL PROVISIONS:

4. A teacher's instructional assignment shall be defined as time during the instructional week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities, including study periods.
5. Secondary teacher's instructional time shall include one block in eight, or 12.5% of instructional time, for non-instructional (preparation) time.

6. Part-time teachers shall receive preparation time based on their assignment in the school.
7. Where practical the unassigned time shall be scheduled in modules of not less than twenty (20) minutes.
8. It is understood that the intent of this Article is to provide preparation time for all teachers each week as per Article D.4.5, D.4.6, and D.4.7 and that as far as practical Principals/Vice Principals will organize staffing arrangements to take into account such occurrences as Statutory Holidays, field trips, and other special activities.
9. Except in emergency situations, teachers, excluding teachers teaching on call, shall not be required:
 - a. to perform the tuition or instructional duties of a teacher who is absent;
 - b. to provide classroom supervision to the students of a teacher who is absent.
10. The Board will not reduce or ask a teacher except a teacher teaching on call to reduce their preparation time in order to perform the duties of another teacher, except in emergency situations.
11. A school teaching staff including Principals/Vice Principals may, by 75% majority vote at a staff meeting, held before the end of the previous school year, decide to reallocate the amount of preparation time available for all teachers on that staff for the duration of a school year or alter the time allotted for preparation time each week, so long as the total preparation time in that school year for each elementary teacher does not exceed the amount stipulated for the year times the number of weeks in the school year, or 12.5% for a secondary teacher. A change to that decision may occur only once for any given school year. For the purpose of this Article only, Edgewood Elementary School, and Burton Elementary School will be considered one school.

ARTICLE D.15 REGULAR WORK YEAR

1. The Board and Union shall, by April 30th of each year, jointly determine the next school year's calendar.
2. If the Board and the Union are unable to agree on a calendar by April 30th, the Ministry of Education calendar shall be used for the year in question.

ARTICLE D.16 HOURS OF WORK

1. School opening and closing times shall not be substantially altered from the 1993-94 times without approval of the Union.

ARTICLE D.17 SUPERVISION

1. Under normal operating conditions teachers shall not be required to perform lunch period supervision duties.
2. During emergency conditions lunch period supervision may be organized by the Principal/Vice Principal or designate.
3. While teachers are not required to provide lunch period supervision, the Union recognizes that the teachers may co-operate in supervision for the lunch period.
4. Effective January 1, 1994, no teacher shall be required to perform more than thirty (30) minutes of scheduled supervision prior to the start of the school day and/or after the completion of the school day.

ARTICLE D.18 EXTRA-CURRICULAR ACTIVITIES

1. In this Agreement, extra-curricular programs and activities include all those student programs and activities that operate separately from the provincially prescribed and locally developed curricula of the school.
2. While the Board and Union recognize extra-curricular activities are an integral part of the school program, the Board and Union agree that teacher participation in extra-curricular activities is voluntary.
3. While voluntarily involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.
4. The Union agrees that for the duration of this Agreement, the Union shall not ask members to withdraw from participation in extra-curricular activities for the purpose of job action.
5. The Board agrees not to provide release time to any teacher in compensation for providing extra-curricular activities.

ARTICLE D.19 STAFF MEETINGS

1. The right of Principals or Vice Principals to schedule staff meetings is recognized.
2. All staff members shall have the right to place items for consideration on the staff meeting agenda.
3. Written minutes of staff meetings shall be kept and circulated to all staff members.
4. Teachers shall not be required to attend staff meetings which commence prior to one (1) hour before classes begin or which conclude later than ninety (90) minutes after dismissal of pupils.

5. Except for emergencies, staff meetings shall be held during the normal instructional week (including N.I. days), and except for emergencies shall not be held during recess and lunch hours.

ARTICLE D.20 SCHOOL STAFF COMMITTEES

1. The staff of each school shall have the right to form a staff committee. When a staff committee is formed in a school, it shall be governed by the following clauses:
2. The staff committee shall consist of one of the Principals or Vice Principals, and teachers elected by the staff. If it is desired by the staff, the entire staff may constitute the staff committee. The staff committee should reflect the diversity of the staff.
3. A chairperson shall be elected from the staff committee. The chairperson shall see that minutes of both staff committee meetings and meetings of the whole staff are kept and distributed to the staff and administration of the school.
4. The staff committee shall operate in a consultative capacity without derogating from the duties and authority vested in the Principal or Vice Principal of the school by the School Act and the School Act Regulations.
5. The staff committee and administration shall consult on educational matters of mutual concern. Consultation on such matters may be initiated by either the staff or the administration.
6. The staff committee shall report to the staff in a meeting at which the Principal or Vice Principal is in attendance. The staff may make recommendations to the Principal or Vice Principal concerning the matters under consideration.
7. If requested by the staff, the Principal or Vice Principal shall, at the next meeting of the staff, report the rationale for decisions which are contrary to the recommendations of the staff. The rationale for such decisions shall be recorded in the minutes of that meeting.

ARTICLE D.21 HEALTH AND SAFETY

1. Classes shall be conducted in clean, well maintained facilities, with appropriate lighting, heating and ventilation. Teachers should bring forward issues of health and safety to the school Principal or Vice Principal and the Safety Committee before approaching an outside regulatory agency.
2. School Principals or Vice Principals shall be notified of major maintenance work that may disquiet the proceedings of a class (power tools, hammering, gluing, laminates, etc.) no later than noon the day preceding commencement of that work, except in cases of emergencies, or where such notice is impractical. The Principal or Vice Principal, in consultation with the teacher, shall schedule alternate arrangements if necessary.
3. Teachers shall not be required to administer medication nor administer other medical procedures on a regular basis.

4. Teachers who volunteer to provide these services shall receive the appropriate training.
5. The Union agrees to participate in a joint Health and Safety Committee with the CUPE and Administration. If committee meetings are scheduled by the employer during instructional hours, and a teacher teaching on call (TTOC) is required by the Principal or Vice Principal involved to permit an Association appointee to attend, the TTOC shall be provided by the Board.

ARTICLE D.22 STAFF ORIENTATION

1. All members new to the staff of the Board shall receive within the first thirty (30) days of commencing duties an orientation provided by the Board and the Union. The orientation shall acquaint employees with the basic operation of the school district and the school as well as the rights and responsibilities of the Collective Agreement. The Board shall provide release time for the teachers new to the district to attend staff orientation.

ARTICLE D.23 TECHNOLOGICAL CHANGE

1. It is agreed between the parties that the provisions and procedures on technological change as set out in the Labour Relations Code shall satisfy the requirements on this matter during the term of this Agreement.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

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

2. Definitions

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

3. Resolution Procedure

- a. Step 1
 - i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
 - ii. Before proceeding to Step 2, the complainant may approach their administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to Article E.2.5 Informal Resolution Outcomes.

b. Step 2

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

c. Step 3

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

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

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

4. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
 - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

5. Informal Resolution Outcomes

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
 - i. All discussions shall be solely an attempt to mediate the complaint;
 - ii. Any and all discussions shall be completely off the record and will not form part of any record;
 - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
 - iv. No discipline of any kind would be imposed on the respondent; and
 - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to Article E.2.5.a.

- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility pursuant to Article E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

6. Training

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

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

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

ARTICLE E.12 TEACHER TRANSFERS

1. Transfers shall not be used as a disciplinary measure.
2.
 - a. If the Superintendent is considering the possibility of recommending to the Board that a teacher be transferred, the Superintendent and/or Principals or Vice Principals shall discuss the possibility with that teacher informally.
 - b. If the Superintendent intends to recommend to the Board that a teacher be transferred, the Superintendent shall advise the teacher in writing of the reasons. The Superintendent shall meet with the teacher to discuss the intended transfer if requested to do so by the teacher. At such a meeting, the teacher shall have the right to be accompanied by a representative of the Union.
3. At or subsequent to such meeting the teacher shall have the opportunity to advise the Superintendent of any retraining requirements, in-service release time, or assisting teacher support which they believe necessary to adequately prepare for the proposed transfer.
4. Transfers initiated by the Board for the next school year shall be completed by June 5th, unless the circumstances giving rise to the transfer are not known by that date.
5. A teacher shall receive notification in writing of any transfer and the reasons thereto.
6. A teacher who is transferred during a school year and who must change assignments during a school year shall be entitled to three (3) working days of leave with pay in order to prepare for the new assignment, unless the new assignment begins immediately after an extended holiday period, when one (1) day shall be given.
7. Where a teacher has been involuntarily transferred, the Board agrees that it shall endeavour to not transfer that teacher again for at least two (2) years. This does not preclude the teacher from requesting a transfer during this two (2) year period.
8. At the time of initiation of a transfer by the Board, should there be a vacancy in the teacher's existing grade level or major subject area, the teacher shall be transferred to the vacant assignment if the teacher so wishes.
9. A teacher who has been transferred due to a projected decline in enrolment shall have the opportunity of returning to their original school in the event that the projected decline does not occur.
10. If the teacher is dissatisfied with the transfer they may seek to have the transfer reviewed by the Board provided that a request for review is made within five (5) days of receiving written notification of the transfer. If the teacher requests that the transfer be reviewed, the teacher shall be entitled to appear before the Board to advise the Board of the teacher's reasons for objecting to the transfer. At such a meeting, the teacher shall have the right to be accompanied by a representative of the Union.
11. The Board shall advise the teacher of the outcome of the review with reasons in writing within five (5) days.

12. A teacher with a continuing part-time appointment may without prejudice to that appointment request an additional temporary part-time appointment for a specified fraction of time.
13. Teachers on part-time continuing appointment, or part-time temporary appointment, may request a full-time continuing appointment.

INITIATED BY THE TEACHER

14. If a teacher wishes to request a transfer to another assignment within the District, the teacher shall submit the request in writing to the Superintendent of Schools by March 31.
15. The Superintendent shall respond in writing to all requests for transfers as soon as practical. Written reasons for denial shall be provided at the time of notification.
16. The teacher may request a meeting with the Superintendent within seven (7) days of the above notification to discuss the reasons given.

ARTICLE E.13 POSTING AND FILLING VACANT POSITIONS

1. In this article the following definitions apply:
 - a. "Vacancy" - is a newly created position or an existing position vacated by the incumbent.
 - b. "Position" – is a specified subject area(s) and/or program(s), and/or grade level(s) on a full-time specified part-time basis.
 - c. "Assignment" – is the specified work undertaken by a teacher within a given position.
2. All vacancies and new positions shall be advertised on the school district website as soon as they become known or reasonably believed to be of twenty (20) working days duration or longer, or once the vacating employee has been absent for twenty (20) days. Copies of all advertisements shall be forwarded at that time to the Union President, all district teachers and the school Principal and Vice Principal.
3. Every posting shall contain the following information:
 - a. Identification of the position to be filled
 - b. Start date and, if applicable, end date
 - c. Date of posting and closing date for receipt of applications
 - d. Name of employer representative to be contacted for further information about the position.
 - e. Necessary qualifications as per Article C.5.2.a.
4. A teacher who has worked in the same or similar temporary position for two (2) years, and who has received a satisfactory evaluation in that position, will not be required to participate in an interview process should they apply for a subsequent posting of that temporary position.

5. When there is a vacancy of .2 FTE or less, the assignment or position may be awarded to a part time teacher without a posting, in consultation with the union.
6. A position temporarily vacated by a teacher who has rights of return to that position shall be posted as a temporary appointment as per Article C.12.

Filling Vacant Positions

7. When a position on the teaching staff of the District becomes available, the Board shall first offer re-engagement to the teacher who has the most seniority among those with rights of re-engagement according to Article C.5.4.a, provided that the teacher possesses the necessary qualifications for the available position as per Article C.5.2.a.
8. All teachers in the district are eligible to apply for all vacancies.
9. Vacancies in all posts of special responsibility shall be filled by competition. A selection committee, composed of representatives of the Board, one (1) representative of the Union and one (1) representative of the teaching staff shall make recommendations to the Board after reviewing applications or interviewing such candidates as the committee deems appropriate.

Assignment in School

10. A teacher who is not satisfied with a proposed assignment in a school may request a review of their assignment with their Principal.

ARTICLE E.14 TEACHER SUPERVISION AND EVALUATION

1. All reports on the work of a teacher shall be in writing and no supplementary oral or written report shall be made.
2. At least twenty-one (21) days prior to commencing observations, the evaluator(s) shall meet with the teacher and seek agreement on the purposes of the evaluation, the time span and the criteria and standards to be applied. The twenty-one (21) day period may be waived at the discretion of the teacher involved. When a teacher is informed that they will be evaluated, the approximate date of the commencement of the evaluation shall be provided.
3. No criteria shall be applied which relate to aspects of the learning situation over which the teacher does not have both responsibility and control.
4. Each report shall be based on not less than three (3) observations which reflect the teachers' assignment.
5. Involvement or non-involvement in extra curricular activities, participation in union activities or matters not related to teaching duties are outside the scope of evaluating and reporting on the work of a teacher.
6. Periods chosen for observation shall not be at abnormal or inappropriate times and the teacher shall have the opportunity to select at least two (2) of the observation times.

7. Following each observation, the evaluator(s) shall discuss with the teacher their observations. Such observations shall be provided to the teacher in the form of a written anecdotal statement within two (2) working days of the observation. Any areas that may be considered unsatisfactory by the evaluator(s) shall be identified.
8. Evaluations shall be conducted by an Principal or Vice Principal of the school to which the teacher is assigned and/or the Superintendent. At the discretion of the Principal or Vice Principal, a second qualified evaluator may assist in the evaluation process.
9. Notwithstanding Article E.14.8, should a teacher request an evaluator other than listed above, the request shall not be unreasonably denied.
10. Reports shall reflect any discrepancy between the teacher's assignment, professional training and preferences of teaching subjects and grades.
11. The content of a report shall be based solely on the personal observations of the evaluator(s). Judgements shall be adequately substantiated.
12. In the event of a less than satisfactory report, a written plan of assistance shall be developed by the Principal or Vice Principal and teacher. At the request of either the Principal or Vice Principal or the teacher, a staff representative or designate may help in the development of the plan of assistance. Time to implement the plan shall be provided before another report is initiated.
13. The teacher shall be given a draft copy of a report at least forty-eight (48) hours prior to preparation of the final copy. The teacher shall have the opportunity of meeting with the evaluators in the company of a third person to propose changes to the draft. The evaluator(s) shall make every effort to ensure accuracy and to reach agreement on the report with the teacher prior to filing the final report.
14. The teacher shall sign the final report to indicate it has been read and discussed.
15. The reports shall contain a statement that, in the opinion of the evaluator(s), the learning situation or performance of duties is satisfactory or less than satisfactory.
16. The final report shall be filed in the teacher's personnel file at the school district office, and in the school. A copy shall be given to the teacher at the time of filing.
17. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with the report.
18. Subject to Article C.14 - Dismissal Based on Performance, evaluation shall take place:
 - a. During the teacher's first year teaching in the district, and no more than once every five years thereafter, with the exception of b) and c) below;
 - b. At the teacher's request; or
 - c. When initiated by the Superintendent.

19. In the event that a less than satisfactory report is given to a teacher, further evaluations may be performed at shorter than normal intervals.
20. It is agreed that for the Southern Zone Schools, four (4) working days shall be in effect rather than the two (2) working days specified in Article E.14.7 and the forty-eight (48) hours specified in Article E.14.13.

ARTICLE E.15 PERSONNEL FILES

1. There shall be only one personnel file for each teacher maintained at the District office. Any personnel file relating to a teacher kept at a school shall be removed when the teacher leaves that school and shall be consolidated with the District office file.
2. After receiving a request from a teacher, the Superintendent, in respect of the District file, or the Principal or Vice Principal of the school, in respect of any school file, shall forthwith grant access to that teacher's file in its entirety.
3. An appropriate District official shall be present when a teacher reviews their file, and the teacher may be accompanied by an individual of their choosing.
4. The District agrees that only factual material and material relevant to the employment of the teacher shall be maintained in personnel files. Where a teacher is of the view that material on file does not meet these criteria and the material is not removed from the file, the teacher may submit a written comment on the material or any other supporting documentation, which shall be attached to and filed with all copies of the offensive material.
5. Where material critical of the teacher, or in the nature of a reprimand, is placed in the file, the teacher shall be informed, and provided with a copy, as soon as it is practical. The teacher may apply to have the material removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed. In the case of school based files, the final decision to make such removal shall be made by the Principal or Vice Principal and in the case of district based files, by the Superintendent.
6. District will, when able to, archive Employee Personnel files electronically as per legislative requirements as provided in regard to storage requirements. Employees will be entitled to their e-files in their entirety.

ARTICLE E.16 DISCRIMINATION

1. The Board agrees in exercising its management responsibilities that there shall be no discrimination in matters of hiring, wages, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification or discharge by reason of grounds protected by the Human Rights Code of British Columbia, nor by reason of their membership or activity in the Union.
2. The employer and the union subscribe to and shall follow the principles of the Human Rights Code of British Columbia.

ARTICLE E.17 COMPLAINTS AGAINST A TEACHER

1. When a principal/vice principal feels it is necessary to act on a concern that has been expressed about a teacher, the administrator shall inform the teacher about the nature of the concern.
2. If, in the opinion of the principal/vice principal, further action is required, the complainant will generally be directed to:
 - a. talk with the teacher involved
 - b. talk with the principal or vice-principal of the school
 - c. talk with the Superintendent or Secretary-Treasurer
 - d. bring the concern to the Board of Education
 - e. bring the concern to the Minister of Education.

SECTION F PROFESSIONAL RIGHTS

No Provincial Articles

ARTICLE F.11 PROFESSIONAL DEVELOPMENT

1. The Board agrees to provide for professional improvement an amount, equal to \$250, per teacher, including the ALTA President, if a contract teacher, but excluding teachers teaching on call (TTOCs) and teachers on full time leave. The number of such teachers shall be determined as of October 31 in each fiscal year. The Union agrees to establish a fund of teachers' contributions equivalent to \$6.60 per month per teacher for professional development, which will be part of the ALTA fee.
2. Effective July 1, 1993, the amount allocated by the Board and the Union for professional development shall be increased by the same average per cent increase as the increase applied to the salary grid.
3. The Board shall provide professional development funds for TTOCs on the following basis:

The total number of TTOC days used between the opening of school and October 31 shall be multiplied by 5 and divided by 195 to determine the number of full-time equivalents for which the Board shall contribute \$250 each.
4. The Board agrees to contribute an amount equal to \$25 per teacher, excluding TTOCs and teachers on leaves, per fiscal year towards the organization of the local district-wide professional development day.
5. The Union and the Board agree to jointly plan any district wide professional development day.
6. All professional development funds shall be administered by the Union Professional Development Committee.
7. Funds contributed by both parties shall be deposited in a trust account administered by the Union Professional Development Committee.
8. The Union and the Board shall agree on application guidelines which may affect the schools' administration. The Union agrees that the guidelines shall reflect the annual priorities, goals, and objectives established by teachers, schools and the district which pertain to professional development.
9. An accounting of this fund shall be submitted to the Secretary-Treasurer once a year.

ARTICLE F.12 NON-INSTRUCTIONAL DAYS

1. A minimum of half of any non-instructional days shall be used for Teacher Professional Development activities as determined by the Professional Development Committee and/or school staff(s).

ARTICLE F.13 EDUCATION CHANGE COMMITTEE

1. The Board and the Union agree to establish a joint Education Change Committee.
2. The Board shall provide release time for the members of the committee.
3. The committee shall discuss the implementation of new educational programs/curriculum and recommend to the Board how these programs might best be implemented. This may include recommendations on how implementation funds might be allocated on a district and/or school basis.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

[See Article G.12.2 Health and Sick Leave, for sick leave use and accrual.]

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

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

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

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

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

[See also Article G.12.8 Compassionate Leave for short term compassionate leave of up to five days.]

ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES

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

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

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

ARTICLE G.4 BEREAVEMENT LEAVE

[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. [See also Article G.4.5 and G.4.6]

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

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
 - b. Any person who lives with an employee as a member of the employee’s family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.
 3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “family member” means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee’s aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;

- b. in relation to an employee's spouse or common-law partner or same-sex partner:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

[See also Article G.4.5 and G.4.6.]

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

Local Provisions:

- 5. Bereavement leave with pay for any person not mentioned above in Article G.4.1 will be granted at the discretion of the Superintendent of Schools.
- 6. Extension of the leave-of-absence under Article G.4.1 or G.4.2, or leave granted under Article G.4.5, will be granted with a deduction from salary equal to the rate of pay of a teacher-on-call and at the discretion of the Superintendent of Schools.

Article G.5 UNPAID DISCRETIONARY LEAVE

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

Implementation:

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

ARTICLE G.6 LEAVE FOR UNION BUSINESS

1. a. Any union member shall be entitled to a leave of absence with pay as authorized by the local union or BCTF and shall be deemed to be in the full employ of the board.
 - 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.
2. The local or BCTF shall reimburse the board for 100 per cent of such salary, benefits, pension contributions and all other contribution costs upon receipt of a monthly statement.
3. Where a Teacher Teaching on Call (TTOC) replaces the member on union leave, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the TTOC.
4. Where a non-certified replacement is used, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the replacement.
5. Where teacher representatives are requested by the board to meet on union-management matters during instructional time, representative(s) shall be released from all duties with no loss of pay.

Short-term leave (leave of 10 consecutive school days or less)

6. Such leave will be granted subject to the availability of a qualified replacement. The request shall not be unreasonably denied.

Long-term leave (leave of more than 10 consecutive school days)

7. Such leave will be granted subject to the availability of a qualified replacement and educational needs of the school district. The request shall not be unreasonably denied.
8. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

Elected union officer release

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

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 LEAVES OF ABSENCES

1. Authority:

a. Leaves of Absence - Immediate

The following leaves of absence are granted by the Principal or Vice Principal:

- i. Paternity Leave
- ii. Adoption Leave
- iii. Bereavement Leave
- iv. Compassionate Leave
- v. Discretionary Leave
- vi. Public Service Leave
- vii. Emergency Service Leave

b. Leaves of Absence - Intermediate

The following leaves of absence are granted by the Superintendent of Schools:

- i. Maternity Leave and Supplemental Employment Benefits Plan
- ii. Bereavement Leave - extension
- iii. Compassionate Leave - extension
- iv. Extended Discretionary Leave
- v. Court Appearance
- vi. Employment Interview Leave
- vii. Parental Leave - as defined by the Employment Standards Act

c. Leaves of Absence - Long Term

The following leaves of absence are granted by the Board of Education:

- i. Extended Maternity Leave
- ii. Parenthood Leave
- iii. Educational Leave
- iv. Long Term Personal Leave
- v. Election Leave
- vi. Deferred Salary Leave
- vii. Department of National Defense

2. Health and Sick Leave

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

- a. Health and sick leave shall be granted at the rate of one and one-half (1 1/2) days for each month taught by the teacher in the service of the Board.
- b. For the purpose of this article, "month taught" shall mean a month in which a teacher is not absent for more than seven (7) teaching days.

- c. Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any health and sick leave accumulated by the teacher.
- d. There is no maximum to the number of days health and sick leave that may be accumulated.
- e. Fifteen (15) days of health and sick leave shall be available to each teacher at the beginning of the school year to cover the period from September 1st to June 30th following.
- f. Teachers commencing employment with the Board during the year shall have available to them the quota of health and sick leave benefits which would accrue to them for the balance of the school year.
- g. In the event it becomes necessary during the year for any teacher to leave the employment of the District, any health and sick leave allowed in excess of the days earned by the teacher will be refundable to the Board by cash or deducted from the last salary cheque.
- h. The number of days for which a teacher may be allowed full pay in any one school year shall not exceed one hundred and twenty (120) days.
- i. The Board may request a medical certificate or proof of health and sick leave.
- j. Each teacher shall receive an accounting of their accumulated health and sick leave on their monthly pay statement.
- k. Where a teacher is on medical leave of absence following the termination of statutory sick leave, the Board will continue to provide its share of the premiums for those employees in receipt of benefits under the British Columbia Teachers' Federation Salary Indemnity Plan (Short Term) up to a maximum period of one year from the date that statutory sick leave benefits have expired for each of the following plans the teacher was a participant in at the time the absence began:
 - i. Medical Services Plan of B.C.;
 - ii. Extended Health Benefits Plan;
 - iii. Group Life Insurance Plan (unless waived under the provisions of the plan);
 - iv. Dental Plan.

At the discretion of the Board, provision may be made for a gradual return to work for teachers who have been on extended medical leave if so recommended by a physician.

- l. A teacher, upon notification to the Principal or Vice Principal, has the right to use health and sick leave for the purpose of personal or immediate family medical, dental or health-related appointments up to a total of three days each year. Subsequent treatment, excluding orthodontia as defined under Plan C and Prosthetics as defined under Plan B of the Dental Plan, medical referrals out of town and health-related emergencies are not considered appointments under this clause, and can be charged to health and sick leave credits.

3. Maternity Leave and Supplemental Employment Benefits Plan

a Maternity Leave

- i. Maternity leave shall be granted to continuing teachers according to the provision of Part 6 of the Employment Standards Act.
- ii. Additional leave and resulting dates of departure and return may be determined by mutual Agreement of the teacher and the Board.
- iii. If, at the end of the agreed-upon period of leave, the teacher is unable to return to duty because of ill health, they shall present the Board with a medical certificate and shall qualify for sick leave provisions. Extension of this Maternity leave for any other reason will be without pay.

b. Supplemental Employment Benefits Plan

- i. When a teacher takes a maternity leave to which they are entitled pursuant to the Employment Standards Act and this collective agreement, the Board shall pay the teacher:
 - (1) Seventy-five percent (75%) of their normal weekly earnings for the first two (2) weeks of the leave and;
 - (2) Where the teacher is eligible to receive EI Maternity Benefits the difference between seventy-five percent (75%) of their normal weekly earnings and the amount of EI Maternity Benefit received by the teacher for a further fifteen (15) weeks subject to:
 - (a) the teacher providing proof to the Board of receipt of unemployment insurance maternity benefits, and;
 - (b) any payment of SEB benefits shall be restricted to the period of the regular work year of the teacher.
 - (c) Teachers who take maternity leave must exhaust all Unemployment Insurance Maternity Benefits under this SEB plan before claiming any sick leave benefits.

4. Paternity Leave:

A teacher shall be entitled to one (1) day off with pay at the time of the birth of their child.

In the event that additional days are necessary, additional leave shall be granted with deduction at the rate of pay of a teacher teaching on call (TTOC), whether a TTOC is required or not, up to a maximum of two (2) additional days.

5. Adoption Leave:

A teacher shall be granted leave for one (1) day with pay at the time of the adoption or legal guardianship of their child.

In the event that additional days are necessary for mandatory interviews or travelling time to receive the child, additional leave shall be granted with deduction at the rate of pay of a teacher teaching on call (TTOC), whether a TTOC is required or not, up to a maximum of two (2) additional days.

In the event additional days are necessary, additional leave shall be granted without pay up to a maximum of ten (10) days.

6. Parenthood Leave:

- a. A teacher with a dependent child shall be granted, upon written request to the Board, a Parenthood Leave-of-Absence without pay for:
 - i. a stated period of time as requested by the teacher, up to a maximum of thirty (30) school months;
or
 - ii. a period of time so that the return to duty will coincide with the commencement of a term or semester.
- b. Parenthood leave shall be granted to either parent (if both are teaching employees of the Board).
- c. Parenthood leave will also be granted in the case of adoption or legal guardianship.
- d. A teacher granted "Parenthood Leave" will return to the same teaching position provided they returns the following September. Otherwise, the teacher will be granted a teaching position in the District subject to Article C.5 Teaching Security – Severance Pay.
- e. The teacher's benefits shall be maintained in accordance with Article B.30 - Continuation of Benefits.
- f. Parenthood Leave may only begin on January 1 or July 1 of any school year. Application for leave or continuation of leave must be in writing to the Superintendent prior to November 1 for a leave beginning January 1 and prior to April 1 for a leave beginning July 1.

7. [Deleted]

8. Compassionate Leave:

In the event that a teacher requires leave for compassionate reasons, such leave shall be granted with pay for a maximum of two (2) days. Such leave shall be granted at the discretion of their Principal or Vice Principal.

Should additional time be required, the Superintendent of Schools shall grant an additional three (3) days with a deduction from salary equal to the rate of pay of a teacher teaching on call (TTOC), whether a TTOC is required or not.

Additional time taken beyond the five (5) days mentioned above will be taken without pay, at the discretion of the Superintendent.

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

9. Discretionary Leave:

Teachers in the District shall be granted up to two (2) days leave of absence, subject to staffing requirements, in each school year to use at their discretion.

Notification by the teacher shall be provided to their Principal or Vice Principal.

Unexpended leave is not cumulative.

The rate of deduction for such leave shall be an amount equal to the teacher teaching on call (TTOC) rate, whether a TTOC is required or not.

Extended discretionary leave under this provision may be granted upon written application to the Superintendent of Schools. The rate of deduction for an additional three (3) days will be an amount equal to the TTOC rate, whether a TTOC is required or not. Any extension over five (5) days per year will be without pay.

10. Examination/Graduation Leave:

In the event that a teacher requires a leave-of-absence for the purpose of taking an examination or attending their Graduation Ceremony, the following shall apply:

- a. Upon written notification to the Superintendent, at least two weeks prior to the exam or Graduation ceremony, one (1) day with pay shall be granted. Examination leave shall be granted provided that the examination is for a subject related to teaching.
- b. Should additional time be required, the Superintendent may grant up to an additional three (3) days maximum with the deduction at the rate of pay of a teacher teaching on call (TTOC), whether a TTOC is required or not.

11. Educational Leave:

All requests for Education Leave must be made in writing to the Board and the following will apply:

- a. A teacher having three (3) years service or more in the Arrow Lakes School District, shall be entitled to apply for a leave-of-absence without pay for educational purposes;
- b. The Board reserves the right, in its sole discretion, to determine what constitutes "Educational Leave".
- c. Application must be received by the Superintendent prior to March 31 in the calendar year in which the leave is to start.

- d. A teacher granted "Educational Leave" shall be governed by the deadline of March 31 in regard to advising the District of plans to return.
- e. A teacher granted Educational Leave will return to the same teaching position provided they returns at the completion of the initial leave and the teaching position exists, subject to Article C.5 Teaching Security – Severance Pay.
- f. Any extension under this provision may be granted upon written application to the Board, prior to March 31 in the calendar year in which the leave will be extended.
- g. A teacher may be granted an exchange leave to participate in an exchange program approved by the Ministry of Education.
- h. The teacher's benefits shall be maintained in accordance with Article B.30 - Continuation of Benefits.

12. Long Term Personal Leave:

In the event that a teacher requires a long-term personal leave, such leave shall be granted without pay at the discretion of the Board subject to the following conditions:

- a. The duration of such leave will be for a maximum of thirty (30) school months.
- b. Application must be received by the Superintendent prior to March 31st in the calendar year in which the leave is to start.
- c. A teacher granted "Long-Term Personal Leave" shall be governed by the deadline of March 31 in regard to advising the District of plans to return.
- d. A teacher granted "Long-Term Personal Leave" shall return to the same teaching position provided they returns the following September. Otherwise, the teacher will be granted a teaching position in the District, subject to Article C.5 Teaching Security – Severance Pay.
- e. Long-Term Personal Leave shall not normally be granted at mid-term.
- f. The teacher's benefits shall be maintained in accordance with Article B.30 - Continuation of Benefits.

13. Employment Interview Leave:

In the event that a teacher requires leave for the purpose of an interview for future employment in another school district, the Superintendent of Schools may grant such leave with pay, up to a maximum of two (2) days per school year. Such leave shall not be accumulated.

14. Leave for Public Service:

Teachers who are appointed to Federal, Provincial, District or Municipal Governing Boards or Commissions, or teachers elected to Municipal or District offices shall be granted upon notification to the Principal or Vice Principal up to three (3) days leave of absence in each school year at the cost of a teacher teaching on call and may be granted up to an additional

five (5) days without pay at the discretion of the Principal or Vice Principal.

Teachers who are appointed, elected or volunteer for civic office who do not receive a stipend or honorarium shall be granted, upon notification to the Principal or Vice Principal, up to three (3) days leave of absence in each school year with pay, and may be granted up to five (5) days without pay at the discretion of the Principal or Vice Principal.

15. Leave for Elections:

When a teacher is nominated as a candidate and wishes to contest a Municipal, Regional, Provincial, or Federal election, they shall be granted leave-of-absence without pay up to a maximum period of ninety (90) calendar days, upon written notification to the Superintendent of Schools.

Should the teacher be elected Member of Parliament or Member of the Legislative Assembly, they shall be granted Long-Term Personal Leave upon request.

16. Emergency Service Leave:

Where a teacher's services are required for emergency operations by request from Provincial Emergency Programs or appropriate police authority, leave from work as required may be granted with pay upon notification of the Principal or Vice Principal. Any remuneration received, other than for expenses, shall be remitted to the Board.

A teacher who is a member of a volunteer community emergency organization and whose services are required in school hours may, upon approval of the Principal or Vice Principal, be granted leave-of-absence from teaching duties with pay.

17. Leave for Court Appearance:

a. A teacher who is subpoenaed as a Court Witness shall continue to receive full pay while so engaged provided such court action is not occasioned by the teacher's private affairs. Any monies received in the performance of that duty on the days that they would normally be teaching, except travelling and meal allowances not reimbursed by the Board, shall be remitted to the Board.

b. A teacher summoned for Jury Duty shall continue to receive full pay while so engaged. Any monies received in the performance of that duty on the days that they would normally be teaching, except travelling and meal allowances not reimbursed by the Board, shall be remitted to the Board.

c. If subpoenaed for personal reasons, the "Discretionary Leave" section shall apply.

18. Parental Leave:

a. The Board shall grant parental leave in accordance with the Employment Standards Act.

b. A teacher returning from parental leave shall be assigned to the same position held prior to the leave if that position continues to exist. If not, the teacher shall be assigned to a similar position.

ARTICLE G.13 DEFERRED SALARY LEAVE PLANS

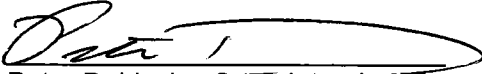
1. The Board agrees to administer a Deferred Salary Leave Plan between itself and the Union enabling teachers to finance a one year leave of absence. Details of the leave procedure will be in Appendix 1 in the contract with Vancouver City Savings Credit Union (Van City).

ARTICLE G.14 WORKERS' COMPENSATION

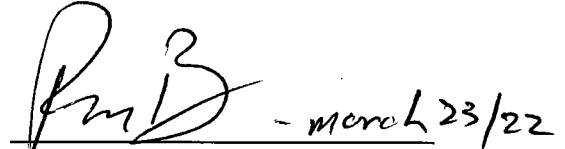
1. Where a teacher is entitled to compensation under the Workers' Compensation Act, the teacher shall continue to receive full pay provided all monies received by the teacher as compensation for loss of wages under the Act shall be paid to the Board.
2. The difference between the regular salary paid to the teacher by the Board and the amount received by the Board from the Workers' Compensation Board as compensation for loss of wages shall be charged against the teacher's accumulated sick leave credits as long as the accumulated sick leave benefits permit.
3. The Board's responsibilities under the foregoing shall terminate when the teacher's accumulated sick leave benefits have been used up.
4. The term "compensation" shall mean periodic payments during the period of temporary disablement and does not include a disability pension or other final settlement award arising from such disability.

SIGNATURES

Signed at _____, British Columbia, this 23 day of March, 2022.



Peter Dubinsky, Superintendent/Secretary-Treasurer
School District No. 10 (Arrow Lakes)



Richard Bardati, President
Arrow Lakes Teachers' Association



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



Teri Mooring, President
British Columbia Teachers' Federation

LOCAL LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING

BETWEEN

**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)
ARROW LAKES TEACHERS' ASSOCIATION (ASSOCIATION)**

AND

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)
SCHOOL DISTRICT # 10 – ARROW LAKES (DISTRICT)**

DEFERRED SALARY LEAVE PLAN

AS:

- A. It is desired to establish for the benefit of employees of the Board a plan to enable them to fund leaves of absence from employment of not less than six (6) consecutive months or not less than three (3) consecutive months where the purpose is to permit full time attendance at an educational institution through deferral of salary on such terms as may be set out in this Agreement, and
- B. it is intended that such plans qualify as "prescribed plans" within the meaning of Regulation 6801 of the income Tax Act (Canada), the following sets out the terms of the Self-Funded Leave Plan for the eligible employees of the Board of Education of School District **No. 10 (Arrow Lakes)**.

1. DEFINITIONS

"Accrued interest" means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Board on behalf of the participant, calculated from:

- a. the first day any of such monies has been received by the eligible financial institution, or
- b. the last date to which interest has been paid in accordance with clause 3.5, whichever is later.

"Agreement(s)" means the agreement(s) in force from time to time between the Board and the union.

"Association" means the Arrow Lakes Teachers' Association.

"Board" means the Board of Education, **School District No. 10 (Arrow Lakes)**.

"Contract year" means the twelve (12) month period from July 1 to June 30.

"Current compensation amount" means the total compensation payable by the Board to the participant for the contract year, including their proper salary and all allowances in accordance with the agreements) in force.

"Deferral period" shall be the number of years, not to exceed six (6) years, for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5, if applicable. To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

"Deferred compensation amount" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3, but less all interest paid to the participant in accordance with clause 3.5

"Eligible employee" means an employee of the Board in continuing employment.

"Eligible financial institution" means any Canadian chartered bank, any trust company authorized to carry on business in the province of British Columbia, and any credit union authorized to carry on business in the province of British Columbia. The financial institution must provide deposit insurance sufficient to cover the deposits of the participants.

"Joint committee" means a committee as defined by agreement between the Board and the **Association**.

"Leave of Absence" means the period described in clause 4.1

"Memorandum of Agreement" means the agreement described in Schedule A.

"Participant" means an eligible employee who has completed a memorandum of agreement and whose application for participation in the plan has been approved by the Board in accordance with clause 2.2.

"Plan" means the Self-Funded Leave Plan set out in this agreement and includes all amendments thereto.

"Trustee" - the eligible financial institution selected by the committee to receive, invest and disburse deferred compensation amounts

2. APPLICATION

2.1 Formal Application

In order to participate in the plan, an eligible employee must make written application to the Board on or before March 31 of the current school year, stating the date when the eligible employee wishes the monthly deferrals (deductions) to commence.

2.2 Approval

An application to participate in the plan shall not be unreasonably denied. The Board shall, at least one (1) month prior to the requested commencement of deferrals under the plan, or at a date otherwise agreed between the Board and the union, advise each applicant of the approval or disapproval of their application, and if the latter, an explanation therefore.

2.3 Date of Participation

If the application is approved under clause 2.2, the participation of the eligible employee in the plan will become effective on the date agreed to by the Board and the employee.

3. FUNDING FOR LEAVE OF ABSENCE

3.1 Compensation Deferred

During each year of the deferral period, the participant will receive their current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement, which is to be retained by the Board, and less statutory deductions and other withholdings.

Such percentage amount may be varied, subject to clause 3.2, by giving written notice to the Board at least one (1) month prior to July 1 in any year for the next or subsequent years.

3.2 Maximum Percentage Deferred

The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one third (33 $\frac{1}{3}$ %) percent.

3.3 Investment of Deferred Compensation

The monies retained by the Board for each participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.5) shall be pooled and shall be invested and reinvested as directed by the joint Committee in investments offered from time to time by an eligible financial institution. The monies retained shall be forwarded to the eligible financial Institution within fifteen (15) calendar days. The Joint committee shall choose such eligible financial institution and in making such determination, neither the Board, nor the union, or the members of the Joint Committee shall be liable to any participant for any investments made which are authorized by this clause.

3.4 Insolvency

In the event that any of the monies retained and Invested pursuant to the terms of this plan be lost by reason of Insolvency of the eligible financial institution, the Board shall not be obliged to pay the participants any further amounts in respect to services for the deferral period.

3.5 Payment of Accrued interest

The eligible financial institution shall pay the accrued interest on each December 31 to the participant.

3.6 Reporting to Participants

The Board shall make, no later than July 31 of each year, an annual report to each participant as to the deferred compensation amount held as at June 30.

4. TAKING OF LEAVE OF ABSENCE

4.1 Minimum length of Leave

The Leave of Absence shall be for not less than six (6) consecutive months or not less than three (3) consecutive months where the purpose is to permit full time attendance at an educational institution.

4.2 Manner of Payment During Leave

The time and manner of payment to the participant by the Board during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of the leave, but in any event, payments shall be provided monthly and all amounts payable shall be paid to the participant no later than the end of the first taxation year that commences after the end of the deferral period.

4.3 Amount of Payment During leave

The total of the payments to be made to a participant in accordance with clause 4.2 during a leave of absence shall be the deferred compensation amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of the participant. The participant shall not receive any salary from the Board during the leave other than the deferred compensation amount.

4.4 Board's Right to Defer Leave

If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Memorandum of Agreement, the Board, upon not less than six (6) month's notice prior to the scheduled date for the commencement of the leave, may at its discretion defer the leave of absence on one occasion only for one (1) year. In such case, the participant may choose to remain in the plan or may withdraw from the plan.

4.5 Participant's Right to Defer Leave

Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one occasion only, with the consent of the Board, given not less than six (6) months' notice prior to the scheduled date for the commencement of the leave, postpone such leave for one (1) year.

4.6 Leave of Absence

Unless provided for under clauses 4.4 or 4.5 of the plan, the leave of absence shall immediately follow the deferral period.

4.7 Return to Employment

The participant shall return to employment with the Board, or with an employer that participates in the same or similar plan to fund leaves of absence for a period not less than the period of leave.

4.8 Participant's Return From Leave

The participant returning to teaching duties shall be assigned to the position held prior to the release, or if said position no longer exists, will be subject to **Article G1.12d (2001-2004 contract)** or assigned to another position which is acceptable to the teacher and the Board.

5. WITHDRAWAL

5.1 Termination of Employment

A participant who ceases to be employed by the Board also terminates participation in the plan.

5.2 Withdrawal from the Plan

With the consent of the joint Committee, a participant may withdraw from the plan upon giving written notice of withdrawal not less than six (6) months prior to the date on which the leave of absence is to commence.

5.3 Payment

Upon termination of employment and/or withdrawal from the plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days or, at the option of the participant, at a later date but not later than the end of the first taxation year that commences after the end of the deferral period, upon such payment being made, the Board shall have no further liability to the participant.

5.4 Upon Death

Should a participant die, the Board shall, within sixty (60) days notification of such death, pay any deferred compensation amount retained at the time of death to the participant's estate, subject to the Board receiving any necessary clearance and proofs normally required for payment to estates.

6. TERMINATION OR AMENDMENT OF PLAN

6.1 Agreement

The plan may be amended or terminated by mutual agreement between the Board and the union.

7. GENERAL

7.1 Administration

The Employee will bear the administrative expenses of the plan which shall be charged against each employee's fund from interest earnings.

7.2 Payroll Deductions

The Board will bear the expense of payroll deductions and forwarding same to the Trustee.

7.3 Sick Leave Credits

Employees will not be entitled to utilize sick leave credits during the leave nor accumulate same.

7.4 Increments

Employees will not be eligible for increment credits for salary purposes.

7.5 Health & Welfare Plans

During the period of leave, the participant shall be entitled to continue medical, extended health, group life and dental benefits by paying their contractual share of the cost The Board will continue to pay its share.

7.6 Pension Plan

Where the participant elects, subject to the applicable pension plan regulations to establish pensionable service credit for the period of leave, the participant shall pay the applicable employee and employer contributions directly to the Pension Branch.

7.7 Statutory Deductions

- i. E.I.** EI premiums are to be based on the employee's gross salary before deferrals during the period of deferral and no premiums are to be withheld from the deferred amounts when paid to the employee during the leave period.
- ii. C.P.P.** CPP premiums are to be based on the salary the employee actually receives - during both the deferral period and the leave period.
- iii. INCOME TAX** income Tax deductions are to be based on the salary the employee actually receives – during both the deferred period and the leave period.

7.8 Teacher's pension Plan

Teachers Pension Plan contributions are based on the employee's gross salary before deferrals during the period of deferral and no contributions are to be withheld from the deferred amounts paid the employee during the leave period.

7.9 B.C.T.F./Local Union Fees

The fees are based on the employee's gross salary before deferrals during the period of deferral and no fees are to be withheld from the deferred amounts paid the employee during the leave period.

7.10 Joint Committee

- i. The Self-Funded Leave Plan shall be governed by a Self-Funded Leave Plan Committee composed of two participants from the **Association** and two from the Board.
- ii. The Joint Committee shall determine any question referred to it regarding the operation of the Self-Funded Leave Plan including the selection of an eligible financial institution for the deferred compensation amounts.

Date: October 29, 2008

"Henning von Krogh"

For the Local

"Walter Posnikoff"

For the Board

"Jim Iker"

For the BCTF

"Robert D'Angelo"

For BCPSEA

SCHOOL DISTRICT NO. 10 (ARROW LAKES)

SELF-FUNDED LEAVE OF ABSENCE PLAN APPLICATION

NAME: _____

ADDRESS:

POSTAL CODE: _____ SOCIAL INSURANCE NO.:

TELEPHONE: _____ DATE OF BIRTH: _____

I have read the terms and conditions of the **Self-Funded Leave Plan** and understand same and I agree to participate in the plan under the following terms and conditions:

1. Commencement Date

My enrolment in the plan and the deferrals shall become effective

2. Number of Years of Participation

I shall participate in the plan for _____ years (not to exceed five (5) years including deferrals in paragraph 3), and my leave of absence shall immediately follow thereafter but subject to the provisions of paragraph 3 below.

3. Period of Leave

In accordance with clause 4.6 of this Appendix, I shall take my leave of absence from _____ to _____ (not be less than six (6) consecutive months or not less than three (3) consecutive months where the purpose is to permit full time attendance at an educational institution), but in accordance with clause 4.5 of the Plan, I may, with the consent of the Board, postpone on one (1) occasion only such leave for one (1) year, the Board shall have the right in accordance with clause 4.4 of the Plan, to defer such leave for one (1) year.

4. Funding of Leave of Absence

In accordance with clause 3.1 of the Plan, I direct the percentage amounts as set out in this section be withheld by the Board from my current compensation amount with respect to my application in the Plan for the following school years: (not to exceed thirty-three and one third (33 and 1/3) percent In any one (1) year.

First Year	_____	Fourth Year	_____
Second Year	_____	Fifth Year	_____
Third Year	_____	Or For All Years	_____

I understand that by written notice to the Board, one d) month before my anniversary in the Plan.

I may alter the percentage amount for the next or subsequent years.

A guide for deferral:

Three Years	33.30%
Four Years	25.00%

Five Years	20.00%
Six Years	16.67%

5. Return to Employment

I understand I shall return to employment with the Board or with an employer that participates in the same or similar plan to fund leaves of absence for a period not less than the period of leave.

6. This plan is not established to provide benefits on or after my retirement.

7. Interest will be paid by December 31 for the previous calendar year.

Date: _____

Participant's Signature: _____

Superintendent's Recommendation: _____

Approved by the Board

Superintendent

Date

Letter of Understanding

Between

**Arrow Lakes Teachers' Association
And
The British Columbia Teachers Federation**

And

**The Board of Education of
School District No. 10 (Arrow Lakes)
And
The British Columbia Public School Employers' Association**

Re: Four Day Instructional Week

Whereas the Board of Education and the teachers of SD10 (Arrow Lakes) are in agreement that, for schools in the district which are on a four-day instructional week, the parties wish to apply the Collective Agreement in a manner which maintains the integrity of the language as negotiated. And whereas, the parties agree, on a without prejudice and/or precedent basis, that the clauses listed below will be applied to the teachers in SD10 (Arrow Lakes) who are working a four-day instructional week. 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 and the year-end administrative day will be scheduled on a traditional basis.
- When determining the four-day instructional calendar the scheduling of non-instructional days and statutory holidays shall be done to ensure the provision of the 4-day instructional week during the school year, wherever possible.
- Any unanticipated consequences from the implementation of the local calendar shall be dealt with through discussion, but may proceed to the grievance procedure if needed.
- This letter of understanding will continue from year to year unless mutually amended by the parties. Either party may provide written notice of cancellation subject to it being provided a minimum of 30 days prior to the approval of the calendar by the Board.
- When calculations have been used, rounding is done to two decimal places or to the nearest whole number as indicated below.

SALARY AND ECONOMIC BENEFITS

ARTICLE B.2: TTOC PAY AND BENEFITS

B.2.5 Teachers teaching on call shall be paid an additional compensation of **\$3 (\$11** effective July 1, 2016) over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than **\$1.50 (\$5.50** effective July 1, 2016). 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.

Calculation – to be rounded to two decimal places:

Daily rate x (# of days of instruction in district calendar / # of days of instruction in 4-day week calendar) = \$_____ daily rate for the four-day week

B.2.6 Rate of Pay:

- b. An Employee who is employed as a teacher teaching on call shall be paid **1/189** of their category classification and experience, to a maximum of the rate at Category 5 Step 7, for each full day worked.
- c. Effective July 1, 2016, an Employee who is employed as a teacher teaching on call 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.

Calculation – to be rounded to the nearest whole number:

189 x (# of days of instruction in a 4-day week calendar / # of days of instruction in district calendar) = 1/_____ of their category

ARTICLE B.32 RATE OF DEDUCTION

- 1. For any working day in a month that a teacher is not entitled to pay, the Board shall deduct **1/200th** of annual salary.

Calculation – to be rounded to the nearest whole number:

200 x (# of days of instruction in 4-day week calendar / # of days of instruction in district calendar) = 1/_____ of annual salary

ARTICLE B.34 COST OF TTOC RATE

- 1. For the purpose of this Agreement, the cost of the teacher teaching on call (TTOC) rate shall be defined as **1/250th** of Category 4 Step 0 on the salary grid for those leaves where the teacher is directly charged for the cost of the call-out.
- 2. For all other activities, the cost of the TTOC rate shall be the actual cost of the call-out incurred by the district.

Calculation – to be rounded to the nearest whole number:

250 x (# of days of instruction in 4-day week calendar / # of days of instruction in district calendar) = 1/_____

ARTICLE C.4 TTOC EMPLOYMENT

- 1. Experience Credit
 - c. For the purpose of this article, a teacher teaching on call shall be credited with **one (1) day** of experience for each full-time equivalent day worked.

Calculation – to be rounded to two decimal places:

of days of instruction in district calendar / # of days of instruction in 4-day week calendar = ___ days of experience

ARTICLE C.12 EMPLOYMENT OF TEACHERS

Initial Appointment to a Continuing Contract

1. All teachers, other than teachers teaching on call (TTOCs), appointed by the Board to the teaching staff of the District shall be placed on continuing contracts of employment, except for temporary appointments:
 - e. to a TTOC, retroactively, upon completion of a total of ~~twenty (20)~~ **sixteen (16)** days or more in one call-out assignment.

ARTICLE C.13 TTOC HIRING PRACTICES

Evaluation of TTOC

3. a. A teacher teaching on call (TTOC) shall be entitled, upon request, to a written statement regarding their service from a supervising Administrator following ~~ten (10)~~ **eight (8)** days of continuous and/or cumulative service during a two (2) year period in that school.
- b. A TTOC in a predetermined assignment of over ~~fifteen (15)~~ **twelve (12)** working days in duration is entitled to a Letter of Recommendation upon completion of the assignment provided a request is made to the Administrator prior to the beginning of the assignment.

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)~~ **four (4)** days of paid leave shall be granted in each case of death of a member of the employee's immediate family. [See also Article G.4.5 and G.4.6]
2. ~~Two (2)~~ **One and one half (1.5)** 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.

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.
 - c. 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.

Calculation – to be rounded to two decimal places:

3 x (# of days of instruction in 4-day week calendar / # of days of instruction in district calendar) = ___ unpaid discretionary days

ARTICLE G.6 LEAVE FOR UNION BUSINESS

Short-term leave (leave of ~~40~~ **8** consecutive school days or less)

6. Such leave will be granted subject to the availability of a qualified replacement. The request shall not be unreasonably denied.

Long-term leave (leave of more than ~~40~~ **8** consecutive school days)

7. Such leave will be granted subject to the availability of a qualified replacement and educational needs of the school district. The request shall not be unreasonably denied.

ARTICLE G.12 LEAVES OF ABSENCES

2. Health and Sick Leave

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

- a. Health and sick leave shall be granted at the rate of one and one-half (1 1/2) days for each month taught by the teacher in the service of the Board.
- d. For the purpose of this article, "month taught" shall mean a month in which a teacher is not absent for more than **seven (7)** teaching days.

Calculation – to be rounded to two decimal places:

7 x (# of days of instruction in 4-day week calendar / # of days of instruction in district calendar) = ___ teaching days

- c. Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any health and sick leave accumulated by the teacher.
- d. There is no maximum to the number of days health and sick leave that may be accumulated.
- e. Fifteen (15) days of health and sick leave shall be available to each teacher at the beginning of the school year to cover the period from September 1st to June 30th following.
- f. Teachers commencing employment with the Board during the year shall have available to them the quota of health and sick leave benefits which would accrue to them for the balance of the school year.

- g. In the event, it becomes necessary during the year for any teacher to leave the employment of the District, any health and sick leave allowed in excess of the days earned by the teacher will be refundable to the Board by cash or deducted from the last salary cheque.
- h. The number of days for which a teacher may be allowed full pay in any one school year shall not exceed one hundred and twenty (120) days.

Sick leave will be charged to a teacher's bank at the following rates:

 day for each day of leave taken for days in session
1.0 day for each day of leave taken for Non-Instructional days and the year-end administrative day.

Calculation – to be rounded to two decimal places:

 day = 1 x (# of days of instruction in district calendar / # of days of instruction in 4-day calendar)

8. **Compassionate Leave:**

In the event that a teacher requires leave for compassionate reasons, such leave shall be granted with pay for a maximum of two (2) days. Such leave shall be granted at the discretion of their Administrative Officer.

Should additional time be required, the Superintendent of Schools shall grant an additional ~~three (3)~~ **two (2)** days with a deduction from salary equal to the rate of pay of a teacher teaching on call (TTOC), whether a TTOC is required or not.

Additional time taken beyond the ~~five (5)~~ **four (4)** days mentioned above will be taken without pay, at the discretion of the Superintendent.

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

9. **Discretionary Leave:**

Teachers in the District shall be granted up to two (2) days leave of absence, subject to staffing requirements, in each school year to use at their discretion.

Notification by the teacher shall be provided to their Administrative Officer.

Unexpended leave is not cumulative.

The rate of deduction for such leave shall be an amount equal to the teacher teaching on call (TTOC) rate, whether a TTOC is required or not.

Extended discretionary leave under this provision may be granted upon written application to the Superintendent of Schools. The rate of deduction for an additional ~~three (3)~~ **two (2)** days will be an amount equal to the teacher teaching on call (TTOC) rate, whether a TTOC is required or not. Any extension over ~~five (5)~~ **four (4)** days per year will be without pay.

10. Examination/Graduation Leave:

In the event that a teacher requires a leave-of-absence for the purpose of taking an examination or attending their Graduation Ceremony, the following shall apply:

- a. Upon written notification to the Superintendent, at least two weeks prior to the exam or Graduation ceremony, one (1) day with pay shall be granted. Examination leave shall be granted provided that the examination is for a subject related to teaching. **The rate of pay for this day will be based on a 1.0 traditional day.**
- b. Should additional time be required, the Superintendent may grant up to an additional three (3) days maximum with the deduction at the rate of pay of a teacher teaching on call (TTOC), whether a TTOC is required or not.

13. Employment Interview Leave:

In the event that a teacher requires leave for the purpose of an interview for future employment in another school district, the Superintendent of Schools may grant such leave with pay, up to a maximum of **two (2)** days per school year. Such leave shall not be accumulated. **The rate of pay for these days will be based on a 1.0 traditional day.**

14. Leave for Public Service:

Teachers who are appointed to Federal, Provincial, District or Municipal Governing Boards or Commissions, or teachers elected to Municipal or District offices shall be granted upon notification to the Administrative Officer up to three (3) days leave of absence in each school year at the cost of a teacher teaching on call and may be granted up to an additional ~~five (5)~~ **four (4)** days without pay at the discretion of the Administrative Officer.

Teachers who are appointed, elected or volunteer for civic office who do not receive a stipend or honorarium shall be granted, upon notification to the Administrative Officer, up to three (3) days leave of absence in each school year with pay **at the rate of pay based on a 1.0 traditional day**, and may be granted up to ~~five (5)~~ **four (4)** days without pay at the discretion of the Administrative Officer.

Note:

Considered but agreed to leave as is:

C.5.4.d Teaching Security – Severance Pay

G.5.5 Adoption Leave

G.12.4 Paternity Leave

On behalf of SD10 (Arrow Lakes)

Date signed: _____

On behalf of Arrow Lakes Teachers' Association

Date Signed: _____

On behalf of the BC Public School Employers' Association

Date Signed: _____

On behalf of the British Columbia Teachers Federation

Date Signed: _____

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Designation of Provincial and Local Matters

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

Signed this 8th day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

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

Appendix 1 – Provincial Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

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

January 22, 2021 - Provincial Matters

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

Appendix 2 – Local Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

January 22, 2021 - Local Matters.

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”
President
BC Teachers’ Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’
Association

“R. Worley”

“K. Halliday”

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

THE BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(BCPSEA)

Re: Agreed Understanding of the Term Teacher Teaching on Call

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

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

Signed this 25th day of June, 2012

Original signed by:

Jacque Griffiths
For BCPSEA

Susan Lambert
For BCTF

LETTER OF UNDERSTANDING No. 3. a

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

AND

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

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

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

Not applicable in School District No. 10 (Arrow Lakes)

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. 10 (Arrow Lakes)

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of

Effective July 1, 2019	\$ 2,570
Effective July 1, 2020	\$ 2,622
Effective July 1, 2021	\$ 2,674

upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.

- b. All employees identified will receive the annual recruitment allowance of

Effective July 1, 2019	\$ 2,570
Effective July 1, 2020	\$ 2,622
Effective July 1, 2021	\$ 2,674

as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.

- c. The allowance will be paid as a monthly allowance.

Signed this 13th day of June, 2012

Revised: March 26, 2020

Original signed by:

Jacque Griffiths
For BCPSEA

Susan Lambert
For BCTF

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

Schedule A - List of Approved School Districts or Schools

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

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

Wickanninish	Tofino
Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet

72 - Campbell River (only part of district approved)

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

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

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

74 - Gold Trail (only part of district approved)

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

81 - Fort Nelson (Entire District)

82 - Coast Mountain (Entire District)

84 - Vancouver Island West (entire district approved)

85 - Vancouver Island North (Entire District)

87 - Stikine (Entire District)

91 - Nechako Lakes (Entire District)

92 - Nisga'a (Entire District)

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

Ecole Jack Cook	Terrace
-----------------	---------

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

2. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
 - Both K – 12 and adult education seniority are contained on a single list in both districts.
 - Normal rules of porting apply.
 - No more than 1 year of seniority can be credited and ported for any single school year.
 - Maximum of 20 years can be ported.

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

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

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

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

Alan Chell
For BCPSEA

March 26, 2020
Date

Teri Mooring
For BCTF

March 26, 2020
Date

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

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

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

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

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

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

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

Agreed to on: November 26, 2012

Revised: May 13, 2015

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

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

Appendix A to Letter of Understanding No. 9

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

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

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

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

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

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

Does not apply in School District No. 10 (Arrow Lakes).

LETTER OF UNDERSTANDING NO. 11

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

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

Example:

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

Original signed by:

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

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

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

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

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

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

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

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

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

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

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

LETTER OF UNDERSTANDING NO. 12

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

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

Schedule "A" of All Restored Collective Agreement Provisions

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

Agreement to be Implemented

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

II. NON-ENROLLING TEACHER STAFFING RATIOS

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

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

III. PROCESS AND ANCILLARY LANGUAGE

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

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

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

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

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

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

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

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

Best Efforts to Be Made to Achieve Compliance

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

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

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

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

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

Non-Compliance

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

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

Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

i) Additional preparation time for the affected teacher;

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Section 53 – Joint Consultation and Adjustment Opportunities

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

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

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

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers' Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 14

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

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

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

LETTER OF UNDERSTANDING NO. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Maternity/Pregnancy Supplemental Employment Benefits

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

Discussions will take place prior to June 30, 2020.

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 16

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Early Career Mentorship

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

LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Potential Grievance Resolution

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

INDEX

ABORIGINAL EMPLOYEES - EMPLOYMENT EQUITY	116
ACCESS TO PERSONNEL FILES	65
ACCESS TO WORKSITE	18
ADOPTION LEAVE	78
AGREED UNDERSTANDING OF THE TERM TEACHER TEACHING ON CALL.....	113
ALLOWANCES	
MILEAGE	26
ALTERNATE SCHOOL CALENDAR	50
APPOINTMENTS.....	43, 95
COUNTINUING	43, 95
TEMPORARY	43, 95
ARBITRATION OF GRIEVANCES.....	11
ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME	
APPOINTMENTS IN TWO DIFFERENT DISTRICTS.....	123
ASSIGNMENTS	63
AUTOMOBILE EXPENSES.....	26
AUTOMOBILE VANDALISM	24
BARGAINING AGENT	8
BARGAINING UNIT	8
BENEFITS	127
BENEFITS	28
DEFERRED SALARY LEAVE PLAN	83
DENTAL	29
EARLY RETIREMENT	35
EMPLOYEE AND FAMILY ASSISTANCE PLAN	29
EXTENDED HEALTH	28
GROUP LIFE INSURANCE	28
LONG TERM DISABILITY	28
MEDICAL SERVICE PLAN	28
SUB PLAN, MATERNITY.....	78
BEREAVEMENT LEAVE	71, 95
BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS’ AND SCHOOL PSYCHOLOGISTS’ PROFESSIONAL FEES.....	31
BULLETIN BOARDS.....	18
CALENDAR.....	52
CATEGORY 5+	30
CATEGORY, SALARY.....	31
CERTIFICATION CHANGE.....	31
CLASS COMPOSITION AND INCLUSION	47
CLASS SIZE AND TEACHER WORKLOAD	47
COMMITTEE MEMBERSHIP	9
COMMITTEES	
BOARD/ALTA	17
EDUCATION CHANGE.....	68
HEALTH AND SAFETY	55
SCHOOL STAFF.....	54
STAFF COMMITTEES.....	54
COMPASSIONATE LEAVE.....	79, 97
COMPLAINTS AGAINST A TEACHER	66
COMPLAINTS BY STUDENTS/PARENTS	66

CONTINUATION OF BENEFITS	34
CONTINUING APPOINTMENTS	43, 95
CONTRACTING OUT	16
COPY OF THE AGREEMENT	16
COST OF TEACHERS-ON-CALL RATE	94
COST OF TTOC RATE.....	35
COURT APPEARANCE	82
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES.....	75
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES LOU	146
DEFERRED SALARY LEAVE PLAN (APPLICATION FORM)	85
DEFERRED SALARY LEAVE PLAN (LOU)	85
DEFERRED SALARY LEAVE PLANS.....	83
DEFINITION OF EXPERIENCE	32
DENTAL PLAN.....	29
DESIGNATION OF PROVINCIAL AND LOCAL MATTERS.....	100
DISCIPLINE AND DISMISSAL	
FOR MISCONDUCT	45
FOR PERFORMANCE.....	44
DISCRETIONARY LEAVE.....	80, 97
DISCRETIONARY LEAVE, UNPAID	72, 95
DISCRIMINATION	65
DISMISSAL AND DISCIPLINE FOR MISCONDUCT; JUST AND REASONABLE CAUSE	45
DISMISSAL BASED ON PERFORMANCE	44
DUES DEDUCTION.....	8
EARLY RETIREMENT INCENTIVE PLAN	35
EDUCATION ASSISTANTS	17
EDUCATION CHANGE COMMITTEE	68
EDUCATIONAL LEAVE.....	80
EI REBATE.....	22
EMPLOYEE AND FAMILY ASSISTANCE (EFAP).....	29
EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES	116
EMPLOYMENT OF TEACHERS.....	43, 95
EMPLOYMENT STANDARDS ACT LEAVES	71
EVALUATION.....	39
EVALUATION OF TEACHING PERFORMANCE	63
EXCLUSIONS FROM THE BARGAINING UNIT.....	16
EXPEDITED ARBITRATION.....	13
EXPERIENCE RECOGNITION.....	32
EXTRA-CURRICULAR ACTIVITIES.....	53
FERRY TRAVEL	27
FILLING VACANT POSITIONS.....	62
FOUR DAY INSTRUCTIONAL WEEK LOU	93
GRIEVANCE PROCEDURE	10
GROUP LIFE INSURANCE.....	28
HARASSMENT	56
HEAD TEACHER.....	33
HEALTH AND SAFETY	54
HOURS OF WORK.....	52
INCREMENT DATE	33
INSURANCE	
AUTOMOBILE.....	26
GROUP LIFE	28
INTERNAL MAIL	18

INTIMIDATION	57
INVESTIGATION	
DISMISSAL & DISCIPLINE	45
HARASSMENT/SEXUAL HARASSMENT	58
JURY DUTY	82
LAYOFF/RECALL	
SEVERANCE PAY	40
LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS' ACT	15
LEAVE FOR UNION BUSINESS	73, 96
LEAVES	
ADOPTION	78
COMPASSIONATE	79, 97
COMPASSIONATE CARE	69
CONTRACT NEGOTIATIONS	14
COURT APPEARANCE	82
DEFERRED SALARY	83
DISCRETIONARY	80, 97
EDUCATIONAL	80
ELECTIONS	82
EMERGENCY SERVICE	82
EMPLOYMENT INTERVIEW	81, 98
EXAMINATION	80, 98
GRADUATION	80, 98
HEALTH AND SICK	76, 96
IMMEDIATE	76
INTERMEDIATE	76
JURY DUTY	82
LONG TERM	76
LONG-TERM PERSONAL	81
MATERNITY	78
PARENTAL	82
PARENTHOOD	79
PATERNITY	78
PORTABILITY OF SICK LEAVE	69
PROVINCIAL CONTRACT NEGOTIATIONS	14
PUBLIC SERVICE	81, 98
SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB)	78
LEAVES OF ABSENCE	
BEREAVEMENT LEAVE	71, 95
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	75
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES LOU	146
DISCRETIONARY LEAVE, UNPAID	72, 95
EMPLOYMENT STANDARDS ACT LEAVES	71
PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST	125
REGULATORY BUSINESS PER TEACHERS' ACT	15
TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES	75
TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE	74
TTOCS - CONDUCTING UNION BUSINESS NEGOTIATING TEAM	74
TTOCS CONDUCTING UNION BUSINESS	74
UNION BUSINESS	73, 96
UNPAID DISCRETIONARY LEAVE	72, 95
LEGISLATIVE CHANGE	15

LETTER OF PERMISSION	34
LETTERS OF UNDERSTANDING	
AGREED UNDERSTANDING OF THE TERM TEACHER TEACHING ON CALL	113
AGREEMENT REGARDING RESTORATION OF CLASS SIZE, COMPOSITION, RATIOS AND ANCILLARY LANGUAGE	136
ARTICLE C.2. – PORTING OF SENIORITY – SEPARATE SENIORITY LISTS	121
ARTICLE C.2. DERSTANDING – SEPARATE SENIORITY LISTS	121
ARTICLE C.4 – TTOC EMPLOYMENT - FORM A TEACHER NOTICE TTOC EXPERIENCE TRANSFER REQUEST	134, 135
ARTICLE C.4 TTOC EMPLOYMENT - TTOC EXPERIENCE CREDIT TRANSFER WITHIN A DISTRICT	132
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	146
DESIGNATION OF PROVINCIAL AND LOCAL MATTERS.....	100
EARLY CAREER MENTORSHIP	148
EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES	116
MATERNITY/PREGNANCY SUPPLEMENTAL EMPLOYMENT BENEFITS	147
PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS	123
POTENTIAL GRIEVANCE RESOLUTION	149
PROVINCIAL EXTENDED HEALTH BENEFIT PLAN.....	127
RECRUITMENT AND RETENTION FOR TEACHERS AT ELEMENTARY BEAVERDELL AND BIG WHITE ELEMENTARY SCHOOL	131
SECTION 53 – JOINT CONSULTATION AND ADJUSTMENT OPPORTUNITIES.....	144
TEACHER SUPPLY AND DEMAND INITIATIVES.....	117
LETTERS OF UNDERSTANDING	
FOUR DAY INSTRUCTIONAL WEEK.....	93
LETTERS OF UNDERSTANDING/INTENT	100
LIAISON COMMITTEE	17
LIFE INSURANCE	28
LIST	
SENIORITY.....	39
TEACHER-ON-CALL	44
LOCAL AND BCTF DUES DEDUCTION.....	8
MATERNITY BENEFITS	78
MATERNITY LEAVE.....	78
MEDICAL SERVICES PLAN.....	28
MEETINGS	
STAFF	53
STAFF COMMITTEE	54
MEMBERSHIP REQUIREMENT.....	8
MIDDLE SCHOOLS.....	49
MILEAGE.....	26
NEW EMPLOYEE ORIENTATION.....	55
NON-ENROLLING STAFFING RATIOS.....	49
NON-INSTRUCTIONAL DAYS	68
NON-SEXIST ENVIRONMENT.....	56
NOTIFICATION OF STAFFING MATTERS	17
OPTIONAL TWELVE-MONTH PAY PLAN.....	24
PARENTHOOD/PARENTAL LEAVE	79
PART-TIME TEACHERS.....	33
PREPARATION TIME.....	52
PATERNITY LEAVE	78

PAY PERIODS	25
PAYMENT FOR WORK BEYOND REGULAR SCHOOL YEAR	36
PERSONAL LEAVE	81
PERSONNEL FILES	65
PICKET LINE PROTECTION	16
PLACEMENT ON SCHEDULE	31
PORTABILITY OF SICK LEAVE	69
PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST	125
PORTING OF SENIORITY – SEPARATE SENIORITY LISTS.....	121
PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS.....	123
POSTING VACANT POSITIONS	62
PREAMBLE	6
PREPARATION TIME.....	49
PROFESSIONAL DEVELOPMENT	67
QUALIFICATIONS	40
RACISM.....	65
RATE OF DEDUCTION	34, 94
RECOGNITION OF THE UNION	8
REGISTERED RETIREMENT SAVINGS PLAN	22
REGULAR WORK YEAR	52
REIMBURSEMENT FOR MILEAGE AND INSURANCE	26
REIMBURSEMENT FOR PERSONAL PROPERTY LOSS.....	24
RESIGNATION.....	37
RETIREMENT INCENTIVE PLAN	35
SALARY.....	19
ADVANCE	25
PAY PERIODS.....	25
RATE OF DEDUCTION	34, 94
TEACHERS TEACHING ON CALL	21
SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION.....	22
SALARY INDEMNITY PLAN ALLOWANCE	24
SALARY PROTECTION	35
SCHOOL STAFF COMMITTEE	54
SECTION 27.4 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT (LOU NO. 3.B)	115
SECTION 4 OF BILL 27 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT (LOU NO. 3.A)	114
SENIORITY	37
SEVERANCE PAY.....	40
SEXUAL HARASSMENT.....	56
SICK LEAVE.....	76, 96
SICK LEAVE, PORTABILITY OF	69
SIGNATURES	84
STAFF COMMITTEES.....	54
STAFF MEETINGS	53
STAFF ORIENTATION.....	55
STATEMENT OF CATEGORY AND EXPERIENCE.....	34
SUPERVISION.....	53
TEACHER IN CHARGE.....	33
TEACHER ON CALL PAY AND BENEFITS.....	21
TEACHER SUPERVISION AND EVALUATION	63
TEACHER SUPPLY AND DEMAND INITIATIVES	117

TEACHER TRANSFERS.....	61
TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES	75
TEACHERS WITH CATEGORY 2 OR 3 CERTIFICATION OR THEIR EQUIVALENT.....	34
TEACHING SECURITY	40
TECHNOLOGICAL CHANGE	55
TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE	74
TERM, CONTINUATION AND RENEGOTIATION	7
TRANSFERS.....	61
TTOC EMPLOYMENT	40, 94
EXPERIENCE CREDIT.....	40, 94
TTOCS - CONDUCTING UNION BUSINESS NEGOTIATING TEAM	74
TTOCS CONDUCTING UNION BUSINESS	74
UNION MEMBERSHIP	8
UNPAID DISCRETIONARY LEAVE	72, 95
VACANCIES, POSTING AND FILLING	62
WORK BEYOND SCHOOL YEAR.....	36
WORK YEAR	52
WORKERS' COMPENSATION	83