

**A Working Document**

**BETWEEN:**

**B.C. PUBLIC SCHOOL EMPLOYERS’ ASSOCIATION  
(BCPSEA)**

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

**and**

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

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

**As it applies in**

**School District No. 71 (Comox Valley)**

**Between**

**The Board of Education of School District No. 71 (Comox Valley)  
 (“The Employer”)**

**And**

**The Comox District Teachers’ Association  
(The “Local”)**

**Effective July 1, 2022 to June 30, 2025**

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

**Acknowledgement of Traditional Territories**

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

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## **PREAMBLE**

It is evident that it is in the best interest of the employer and employee as well as all those served by the school system that harmonious relations and settled conditions of employment be maintained.

This Agreement recognizes the duty of the Board of Education and the Association to co-operate fully to provide the highest quality of educational service possible. It is further recognized that it is in the mutual interest of the Board of Education, the Association and teachers to provide for the efficient and orderly operation of the schools within the school district under methods which will further, to the fullest extent possible, the education of the pupils in the school district.

## **DEFINITION OF TERMS**

A “teacher teaching on call” shall mean a teacher holding a valid B.C. teaching certificate who performs substitute teaching services for the Board.

A “part-time” teacher as used in this Agreement shall mean a teacher who has a formal appointment less than full-time (i.e. less than 1.0 time).

“School term” as used in this Agreement shall be as defined in the *School Act* and Regulation, and in a “semester” school it shall mean the period of each semester.

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

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

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement that was in effect between the two parties for the period July 1, 2019, to June 30, 2022, including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2022, to June 30, 2025. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2025, the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified-in accordance with this Collective Agreement.
4.
  - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
  - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
  - c.
    - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
    - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

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

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the Board of Education for School District No. 71 (Comox Valley) recognizes Comox District Teachers' Association as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by Collective Agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

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

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

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

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



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

#### Local Provision

6. The Board agrees to deduct once each month from the earnings of every teacher, including teachers teaching on call, such annual fees required for membership in the Teacher Regulation Branch established under the Teaching Profession Act and remit same to the Branch when notified by the Branch.

Note: The Association shall be notified forthwith of the name of any teacher who fails to comply with the provisions of Article A.4.2. The Association will inform the teacher of the consequences of such non-compliance.

Note: Such dues and levies (as referred to in Article A.4.4), together with the details, shall be remitted to the Local by the 15<sup>th</sup> day of the month following the month for which the dues and levies were deducted.

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

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

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

### **1. Preamble**

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

### **Steps in Grievance Procedure**

#### **2. Step One**

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

#### **3. Step Two**

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

#### **4. Step Three**

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

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

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

## **5. Omitting Steps**

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

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

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

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

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

## **8. Arbitration (Conduct of)**

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

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

## **9. General**

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

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

**ARTICLE A.7: EXPEDITED ARBITRATION**

**1. Scope**

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

**2. Process**

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

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

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

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

**ARTICLE A.9: LEGISLATIVE CHANGE**

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

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

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

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

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

**[Articles A.11-A.19 have been set aside for future provincial articles]**

**ARTICLE A.20: EXCLUSIONS FROM THE BARGAINING UNIT**

1. Any positions as contemplated in Article A.2 (Recognition of the Union) that are currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The Board shall notify the Association of new positions in special subject areas or of special responsibility which are included in the bargaining unit as contemplated in Article A.2 (Recognition of the Union) which are offered in the district. The Board shall provide to the Association a written description of the contemplated duties of the new position(s).
3. Newly created positions as contemplated in Article A.2 (Recognition of the Union) shall be included in the bargaining unit unless a position is excluded by mutual agreement of the parties.

**ARTICLE A.21: CONTRACTING OUT**

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

**ARTICLE A.22: EDUCATION ASSISTANTS**

1. An Education Assistant may not perform the instructional duties of a teacher.
2. Education Assistants may assist the teacher by:
  - a. providing assistance to individual students and groups of students;
  - b. monitoring students;
  - c. maintaining student records; and
  - d. providing advice and guidance to students.
3. Education Assistants shall not assume instructional responsibility while the teacher is absent. It is understood that education assistants, program workers, or library clerks are not assuming instructional responsibility when working in the absence of the supervising teacher or teacher/librarian.
4. Education Assistants shall not be used to replace qualified teachers.

**ARTICLE A.23: STAFF REPRESENTATIVES AND RIGHT TO REPRESENTATION**

1. An employee is entitled to have a representative of the Association attend a meeting between the employee and a principal/vice principal or Board representative if the meeting is discipline-related or pertains to criticisms of the performance of job-related duties other than evaluations under Article E.23 (Evaluation of Teaching Performance).
2. Should a meeting between an employee and a principal/vice principal or Board representative become disciplinary, the meeting will be adjourned until such time as a representative of the Association is able to be present, unless declined by the employee.
3. It is recognized that all such meetings shall, whenever possible, be conducted outside normal instructional time. If such a meeting is conducted during instructional time, then the representative of the Association attending such a meeting shall be relieved of instructional duties without loss of pay in order to attend the meeting.
4. The Association shall inform the Superintendent and principal of the staff representative elected in each school.



## **ARTICLE A.24:       DISCRIMINATION**

1.     Neither the Board, nor any person acting on behalf of the Board, shall terminate, suspend, transfer, or discipline a teacher, or refuse to employ or continue to employ a teacher, or discriminate against a teacher with regard to employment because that teacher:
  - a.       is or proposes to become a member, or officer at any level, of the B.C. Teachers' Federation or the Association;
  - b.       participates in any lawful activity of the Federation or the Association; or
  - c.       exercises any right under this Agreement or under any statute of the Province.
2.     Neither the Board, nor any person acting on behalf of the Board, shall seek by intimidation, by threat of dismissal, or any other kind of a threat, or promise, or by imposition of a penalty, to compel or to induce a teacher to refrain from:
  - a.       becoming or remaining a member, or officer at any level, of the B.C. Teachers' Federation or the Association;
  - b.       participating in any lawful activity of the Federation or the Association; or
  - c.       exercising any right under this Agreement or under any statute of the Province.

## **ARTICLE A.25:       LABOUR DISPUTES**

1.     Except where permitted by the *School Act*, the Board legally cannot close schools and does not condone any action by any group that will close schools or interfere with education in any way.
2.     All teachers covered under this Agreement shall have the right of conscience to refuse to cross a duly constituted picket line erected by non-teaching personnel in a dispute defined under the *Labour Relations Code*.
3.     Teachers who elect not to cross a duly constituted picket line at their place of work shall be considered absent and will be deducted at a full rate of pay.
4.     Teachers who decide not to cross a duly constituted picket line shall advise their principals or immediate supervisor by telephone as soon as possible following the decision and prior to regular school opening.
5.     Teachers who choose not to cross a duly constituted picket line shall not be subject to disciplinary action by the Board.
6.     Teachers who attempt to reach their place of work but are denied access by the action of pickets, shall report immediately to the office of the Superintendent who will arrange an appropriate alternative assignment.
7.     Both parties agree to attempt to get permits from the disputants to allow School Board employees to carry out normal functions.

8. The Board shall not request nor require any of its teachers to carry out duties normally performed by workers engaged in a legal strike, nor shall teachers request or require students to do so.

**ARTICLE A.26: STRIKES/LOCKOUTS/WORK SLOWDOWNS**

1. There shall be no strikes or lockouts by the parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided for under the terms of the Agreement.
2. There shall be no strikes or lockouts as defined in the *Labour Relations Code* by either party during the term of this Agreement.
3. In the event of a violation of Article A.26.1, the Association and the Board will instruct their members to cease said activity and to comply with the terms of this Agreement.

**ARTICLE A.27: ACCESS TO BOARD POLICY MANUAL/BOARD PERSONNEL POLICIES**

1. Teachers will have access to an up-to-date Board Policy Manual.
2. Such Board policy shall not be incorporated into this Agreement.
3. Any change in Board policy concerning teachers shall be circulated to all holders of the Policy Manual of the Board within one (1) week of such change.
4. Statements of Board Policy attached to this Agreement are effective from the date of adoption shown on the policy statement and are continuing policies. These policy statements shall not be changed during the life of this Agreement except by mutual agreement of the parties.
5. These personnel policy statements are policies of the Board and are therefore not subject to the grievance and arbitration procedures contained in Article A.6 (Grievance Procedure) of this Agreement except by mutual agreement of the parties to this Agreement.
6. Changes in Board policy which affect teachers will be discussed with the appropriate representative designated by the Association prior to implementation by the Board.

**ARTICLE A.28: COPY OF AGREEMENT**

1. Each teacher shall be provided a copy of this Agreement electronically and/or copies will be posted on-line. The Board agrees to inform new employees of the conditions of employment, including those set out in Article A.2 (Recognition of the Union).

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

1. The Board shall send to the Association a copy of formal appointment of new teachers hired by the Board.

2. The Board, upon request by the Association, agrees to furnish to the Association or its designated representatives the following information:
  - a. public information concerning the financial resources and professional staff of the district;
  - b. information on employees covered by this Agreement, including addresses, home telephone numbers, and location of assignment. Information provided pursuant to this article shall be treated confidentially;
  - c. notifications of job postings, transfers, hirings, resignations, retirements, employee deaths, discharges, and suspensions; information provided pursuant to this article shall be treated confidentially;
  - d. information required pursuant to Articles A.4.1 (Local and BCTF Dues Deduction), C.2.7 (Seniority), C.26.1 (Teachers Teaching On Call) and C.27.3.a (Temporary Appointments).
3.
  - a. Public meeting Board agendas and attachments thereto will be made available twenty-four (24) hours prior to the applicable Board meeting.
  - b. Minutes of public Board meetings will be made available when completed.
  - c. The Board shall forward to the Association each month a copy of the month-end enrolment summary form.
4. Other information may be requested by the Association from the Secretary-Treasurer or Superintendent or designate.

**ARTICLE A.30: STAFF MEETINGS**

1. At least seven days' notice of regular staff meetings shall be given, including the agenda of items to be considered.  
  
The principal may call emergency staff meetings on short notice. In general, emergency staff meetings shall have an agenda limited to the emergency status of the meeting.
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:
  - a. which commence more than one (1) hour before the commencement of classes or that end more than two (2) hours after the end of the instructional day;
  - b. during recess or during the noon intermission;
  - c. on weekends, holidays, or other days when school is not in session; or

- d. on more than a bi-weekly basis.
- 5. When a staff meeting is called at a time when a part-time teacher with less than a 0.5 time appointment is not on duty, that teacher shall not be required to attend the staff meeting. It is the teacher's responsibility to apprise themselves of the staff meeting agenda and the decisions made.

**ARTICLE A.31: STAFF COMMITTEES**

- 1. The Board and the Association encourage each school to develop a staff committee or other appropriate organization to ensure effective consultation between teachers and principals before educational decisions affecting the school are made.
- 2. The size, membership, and quorum of the staff committee shall be determined by the staff. Staff committees shall meet as necessary with the principal to discuss issues relevant to the teaching staff.
- 3. This provision is not subject to the process of arbitration as contained in Article A.6 (Grievance Procedure).

**ARTICLE A.32: APPLICABILITY OF LEGISLATION**

- 1. It is understood and agreed that this Agreement will be interpreted in accordance with the provisions of the *School Act* and its Regulation and the *Labour Relations Code* and its Regulation and any other applicable statutory enactments.

**ARTICLE A.33: ACCESS TO WORK SITE**

- 1. Upon advance notification to the principal or designate of the school concerned, representatives of the Association and/or a representative of the BCTF authorized and accompanied by a representative of the Association may transact business on school property subject to there being no disruption of any school activities.

**ARTICLE A.34: USE OF SCHOOL FACILITIES**

- 1. The Association, including Association staff representatives, has permission to use School Board facilities and equipment for meetings and other Association activities in accordance with Board policy on the use of school facilities.

**ARTICLE A.35: BULLETIN BOARDS**

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

**ARTICLE A.36: INTERNAL MAIL**

- 1. The Association has permission to make reasonable use of inter-school mail service.

**ARTICLE A.37: CONTRACT REVIEW COMMITTEE**

1. Establishment of Committee

A Committee shall be established consisting of three (3) or four (4) representatives of the Association and three (3) or four (4) representatives of the Board. Additional representatives may attend upon agreement by the Committee. The Committee shall enjoy the full support of both parties to this Agreement in the interests of providing the best possible educational service to the school district.

2. Function of Committee

The primary purpose of this committee shall be to dialogue and promote, on an on-going basis, mutual understanding and discussion of contract-related matters of a general nature. The committee will establish meeting norms, terms of reference, and communication protocol.

3. Meetings of Committee

The Committee shall meet two (2) times annually or as mutually agreed upon. The agenda shall be developed jointly. Members shall receive their notice and agenda at least two (2) days before the meeting, and discussion at the meeting shall be confined to items on the agenda.

4. Chairpersons of Meetings

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

5. Jurisdiction of Committee

- a. The Committee shall not have jurisdiction over salary and benefits, or any other matters of collective bargaining, including the administration of this Collective Agreement.
- b. The Committee shall not supersede the activities of any other committee of the Association or the Board, and does not have the power to bind either the Association or its members or the Board to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Association and to the Board with respect to its discussions and conclusions.

**SECTION B: SALARY AND ECONOMIC BENEFITS**

**ARTICLE B.1: SALARY**

1. The local salary grids are amended to reflect the following general wage increases:
  - a. Effective July 1, 2022
    - i. \$427 to each step of the salary grid; and
    - ii. 3.24%
  - b. Effective July 1, 2023
    - i. by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2022 (Cost of Living Adjustment) to a minimum of 5.5% and a maximum of 6.75%, calculated as per B.1.9
  - c. Effective July 1, 2024
    - i. by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2023 (Cost of Living Adjustment) to a minimum of 2.0% and a maximum of 3.0%, calculated as per B.1.9
2. Where collective bargaining is concluded after June 30, 2022, retroactivity of general wage increases will be applied as follows:
  - a. Teachers employed on the date of ratification and who were employed on July 1, 2022 shall receive retroactive payment of wages to July 1, 2022.
  - b. Teachers hired after July 1, 2022 and who were employed on the date of ratification, shall have their retroactive pay pro-rated from their date of hire to the date of ratification.
  - c. Teachers who retired between July 1, 2022 and the date of ratification, shall have their retroactive pay pro-rated from July 1, 2022 to their date of retirement.
3. The following allowances shall be adjusted in accordance with the percentage increases in B.1.1 above:
  - a. Department Head
  - b. Positions of Special Responsibility
  - c. First Aid
  - d. One-Room School
  - e. Isolation and Related Allowances
  - f. Moving/Relocation
  - g. Recruitment & Retention
  - h. Mileage/Auto not to exceed the CRA maximum rate

4. The following allowances shall not be adjusted by the percentage increases in B.1.1 above:
  - a. Per Diems
  - b. Housing
  - c. Pro D (unless formula-linked to the grid)
  - d. Clothing
  - e. Classroom Supplies
5. Effective July 1, 2022, each local salary grid shall be restructured to eliminate the first step of each grid.
6. Effective July 1, 2023, the local salary grids are amended to provide a 0.3% increase to the top step of the salary grid.
7. Effective July 1, 2024, the local salary grids are amended to provide a 0.11% increase to the top step of the salary grid.
8. Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.
9. **2023 and 2024 Cost of Living Adjustments (COLA)**

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

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

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

#### Local Provisions

10. The annual salary of each teacher to whom this Agreement applies shall be determined in accordance with Schedule "A."

**Basic Salary Schedule “A”**

**July 1, 2022 – June 30, 2023 – 2%**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>				
<b>1</b>	\$ 54,306	\$ 58,706	\$ 62,982	\$ 64,485
<b>2</b>	\$ 56,792	\$ 61,860	\$ 66,346	\$ 67,922
<b>3</b>	\$ 59,278	\$ 65,016	\$ 69,710	\$ 71,357
<b>4</b>	\$ 61,763	\$ 68,170	\$ 73,072	\$ 74,794
<b>5</b>	\$ 64,249	\$ 71,323	\$ 76,436	\$ 78,231
<b>6</b>	\$ 66,736	\$ 74,478	\$ 79,797	\$ 81,667
<b>7</b>	\$ 69,221	\$ 77,633	\$ 83,161	\$ 85,104
<b>8</b>	\$ 71,706	\$ 80,788	\$ 86,524	\$ 88,541
<b>9</b>	\$ 74,191	\$ 83,942	\$ 89,887	\$ 91,977
<b>10</b>	\$ 79,736	\$ 90,571	\$ 96,971	\$ 99,222

**July 1, 2023 – June 30, 2024 – 2.0%**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>				
<b>1</b>	\$ 57,972	\$ 62,669	\$ 67,233	\$ 68,837
<b>2</b>	\$ 60,626	\$ 66,036	\$ 70,825	\$ 72,506
<b>3</b>	\$ 63,280	\$ 69,405	\$ 74,415	\$ 76,174
<b>4</b>	\$ 65,932	\$ 72,772	\$ 78,005	\$ 79,843
<b>5</b>	\$ 68,586	\$ 76,138	\$ 81,595	\$ 83,512
<b>6</b>	\$ 71,241	\$ 79,506	\$ 85,184	\$ 87,179
<b>7</b>	\$ 73,894	\$ 82,874	\$ 88,774	\$ 90,848
<b>8</b>	\$ 76,547	\$ 86,242	\$ 92,365	\$ 94,517
<b>9</b>	\$ 79,199	\$ 89,608	\$ 95,954	\$ 98,185
<b>10</b>	\$ 85,358	\$ 96,957	\$ 103,808	\$ 106,217



**July 1, 2024 – June 30, 2025 – 3%**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>				
<b>1</b>	\$ 59,711	\$ 64,549	\$ 69,250	\$ 70,903
<b>2</b>	\$ 62,445	\$ 68,017	\$ 72,949	\$ 74,681
<b>3</b>	\$ 65,178	\$ 71,487	\$ 76,648	\$ 78,459
<b>4</b>	\$ 67,910	\$ 74,955	\$ 80,345	\$ 82,238
<b>5</b>	\$ 70,644	\$ 78,422	\$ 84,043	\$ 86,017
<b>6</b>	\$ 73,378	\$ 81,891	\$ 87,739	\$ 89,795
<b>7</b>	\$ 76,111	\$ 85,360	\$ 91,437	\$ 93,574
<b>8</b>	\$ 78,843	\$ 88,829	\$ 95,136	\$ 97,353
<b>9</b>	\$ 81,575	\$ 92,297	\$ 98,833	\$ 101,130
<b>10</b>	\$ 88,012	\$ 99,972	\$ 107,036	\$ 109,520

**SCHEDULE “B”**

Classification 1: School Department Heads / Department Head

Effective July 1, 2022	\$2,620.54
Effective July 1, 2023	\$2,797.43
Effective July 1, 2024	\$2,881.35

Classification 5: District Subject Coordinators; District Counselling Coordinator

Effective July 1, 2022	\$6,173.81
Effective July 1, 2023	\$6,590.55
Effective July 1, 2024	\$6,788.26

Classification 6: Elementary Consultant/House Coordinators Highland

Effective July 1, 2022	\$6,712
Effective July 1, 2023	\$7,165
Effective July 1, 2024	\$7,380

Local Provisions

11. a. Daily Rate of Pay
  - i. Whenever salary is calculated or adjusted on a daily basis, it shall be on the basis of 1/195<sup>th</sup> of the teacher’s existing annual salary according to experience and qualifications.

- ii. An employee shall be paid one-tenth (1/10) of current annual salary in respect of each month (September to June) in which the teacher works all prescribed school days that month.
- iii. In the event that an employee commences work on a day other than the first prescribed school day in that month or terminates on a day other than the last prescribed school day of that month, the employee's pay for that month shall be determined as follows:
 

<u>School days worked in that month</u>	X	One-tenth (1/10) of annual salary in effect in that month
Prescribed school days that month		
- iv. Notwithstanding the above, teachers employed for a full single semester in schools organized on a two-semester system shall be considered to have worked five (5) full months.

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

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

Local Provisions

- 7. No assignment shall be for less than two-fifths (0.4) of a day.

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

*[Does not apply to School District No. 71 (Comox Valley)]*

**ARTICLE B.4: E.I. 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**

*[Articles B.8.1-B.8.10 do not apply in School District No. 71 (Comox Valley) - See local provisions under Article B.8.11- B.8.15 ]*

Local Provisions

- 11. The Board will provide teachers the option of participating in a Payroll Savings Plan. To be eligible for the Payroll Savings Plan teachers shall:
  - a. Be on a continuing appointment.
  - b. Notify the Board through its Payroll Department, in writing using the prescribed form, no later than 4:30 p.m. on the Friday following the first day of school in September.
  - c. Notify the Board through its Payroll Department, in writing, by June 30<sup>th</sup> if they do not wish to continue in the Payroll Savings Plan the following year.
  
- 12. Those employees electing to participate in the Payroll Saving Plan shall receive their annual salary as follows:
  - a. For September to June:
    - i. Monthly Payroll Savings Plan contributions, calculated as 16.66% of net pay will be deducted in equal amounts from the mid-month advance and month-end pay. This component will be deposited into a separate account for each teacher participating in the plan in accordance with the terms and conditions of the Royal Bank of Canada’s Trusteed Deposit Services Agreement.
    - ii. Mid-month advance and month-end pay is as determined in accordance with the Collective Agreement, less the Payroll Savings Plan contribution described in 2(a)(i) above.

- b. For July and August:
  - i. The amount held in each teacher’s account with the Royal Bank of Canada’s Trusteered Deposit Services, including all interest earned to June 30, will be paid by the Board in four equal payments, to the employee’s primary bank account on file in the Payroll Department records. The four equal payments will occur on July 15<sup>th</sup> and 31<sup>st</sup>, and August 15<sup>th</sup> and 31<sup>st</sup>. If any of these four dates are non-banking days, the payment will be made on the last banking day proceeding these dates.
  - ii. The interest earned in July and August will be retained by the Board for start-up and maintenance costs.
- 13. All payments will be made to the same bank accounts as the regular month-end payment of salary.
- 14. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions unless they have resigned from the district, been granted a leave of absence for the remainder of the school year or been terminated. Other withdrawals from the plan would be in accordance with 1(c). The Board will notify plan participants no later than May 31<sup>st</sup> each year of the June 30<sup>th</sup> deadline for withdrawal from this plan.
- 15. The Board will make new teachers aware of the Payroll Savings Plan option when they sign their contract at the School Board Office on the date of their hire. All teachers on payroll will be made aware of the Payroll Savings Plan option by May 31<sup>st</sup> of each year for the subsequent year.

**ARTICLE B.9: PAY PERIODS**

*[Articles B.9.1-B.9.3 do not apply in School District No. 71 (Comox Valley) – See Article B.9.4 (below)]*

Local Provisions

4. Pay Day

Teachers shall be paid their annual salary in ten monthly installments, with a mid-month advance of approximately 50% of their net salary. Such mid-month advance will normally be paid on the teaching day closest to the 15<sup>th</sup> of the month. The balance of the monthly pay shall be paid on the last working day of each month in which school is in session. *[See Article B.8.11 for payroll savings plan option].*

**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:

<b>Effective July 1, 2022</b>	\$0.60/kilometre
<b>Effective July 1, 2023</b>	\$0.64/kilometre
<b>Effective July 1, 2024</b>	\$0.66/kilometre

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by \$0.05/kilometre for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
4. Employees shall be reimbursed for travel costs as outlined below:

*[Articles B.10.4.a – B.10.4.c do not apply in School District No. 71 (Comox Valley)]*

- 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.

*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 percent (100%) of the premium costs.
4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

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

### Local Provisions

The employer agrees to share with the teachers in the payment of premiums of certain fringe benefits and to operate a payroll deduction plan for those teachers electing to participate in any or all of the plans. Once two (2) employees of the employer who are the named dependents on each other's health and welfare benefit plans both elect to participate in any of the health and welfare benefits contained in Article B.11, both employees must remain enrolled for such benefits for the duration of their employment with the employer. The teachers recognize that such sharing constitutes a cost to the employer and that the application of funds to fringe benefits reduces the amount available for increases to the salary scale.

#### 5. Group Life Insurance Plan

The Board and the Association will participate in a group life insurance plan mutually agreed upon, pursuant to Article B.11.7.

The Board will pay seventy-five percent (75%) of the premium cost for eligible participating employees, and the employees will pay twenty-five percent (25%).

#### 6. Medical Plan

The Board and the Association shall participate in the provincial government Medical Services Plan. The Board will pay one hundred percent (100%) of the premium cost.

#### 7. Extended Health Care Plan

The Board and the Association will participate in the Provincial Extended Health Benefit Plan. The Board will pay ninety percent (90%) of the overall premium cost of the Provincial Extended Health Benefit plan.

#### 8. Salary Indemnity Plan

The Board agrees to operate a payroll deduction plan for those teachers wishing to participate in the BCTF Salary Indemnity Plan, premiums to be paid one hundred percent (100%) by the teachers

#### 9. Dental Expense Insurance Plan

The Board and the Association will participate in a dental expense insurance plan mutually agreed upon pursuant to Article B.11.7. The Board will pay eighty-five percent (85%) of the premium cost for eligible participating employees, and the employees will pay fifteen percent (15%). The dental expense insurance plan will pay the cost of dental work as follows:

Part 1 - 80%. Effective July 1, 2018, Part 1 (Basic) dental coverage is 85% per the provincial minimum.



Part 2 - 60%.

Part 3 - 50% - up to a lifetime maximum of \$2,500 per family member. Effective July 1, 2015, Part 3 (Orthodontics) is 75% and up to a lifetime maximum of \$5,000, per the provincial minimums.

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

The parties agree that if the Board is able to find a carrier or carriers to provide the same or improved welfare benefit coverage contained in the Salary Agreement, at no additional cost to the Board (including administration) and at no additional cost to the employees, the Board, after agreement with the Association, shall have the right to enter into agreements with the new carrier(s). Such agreement shall not be unreasonably withheld.

11. Part-time employees and temporary employees shall be eligible to participate in all welfare benefits contained in this Article, except that part-time employees who have appointments of less than 0.5 time are not eligible to participate in the dental expense insurance plan.

Temporary employees who have appointments of greater than two (2) months shall be eligible to participate in health and welfare benefits plans.

12. The Board and the Association shall participate in a mutually agreed upon employee assistance plan. The Board will pay seventy-five (75%) of the premium and each employee will pay twenty-five (25%) of the premium cost by payroll deduction. Employee contribution to this plan is mandatory.

13. The Board shall continue to provide extended health, and dental benefits to the dependents of the deceased teacher for a period of three (3) months after the death of the teacher.

**ARTICLE B.12: CATEGORY 5+**

1. Eligibility for Category 5+

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

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

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

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

**ARTICLE B.14: EXPERIENCE RECOGNITION**

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

## Local Provisions

Experience shall be recognized for placement on the Salary Scale as follows:

2. Full-Time Teaching
  - a. Full credit will be given for documented teaching experience gained in schools under public authority in Canada, the British Commonwealth, or the United States of America.
  - b. Credit will be given for documented satisfactory teaching experience in private schools which can be equated to schools under “public authority” as provided in Article B.14.2.a.
  - c. Ten (10) months full-time teaching experience shall be recognized for one (1) experience increment.
  - d. For purposes of this Article, authorized leave with pay up to and including forty (40) working days in a school year shall be considered as teaching experience.
  - e. For purposes of this Article, authorized leave for maternity without pay for up to ninety (90) working days shall be considered as teaching experience.
3. Part-Time Teaching
  - a. Part-time teaching experience shall be added together to equate to one (1) year’s experience which shall be the equivalent of ten (10) months’ full-time teaching experience.
  - b. Experience for part-time teaching shall be recognized according to the exact amount of time taught (20% teaching time for an entire school year shall equate to two (2) months’ experience).
4. Related Experience
  - a. Experience credit shall be earned for:
    - i. secondment to the Association;
    - ii. secondment to the B.C. Teachers’ Federation and Canadian Teachers’ Federation in an educational capacity;
    - iii. service as a member of the faculty of a recognized university or college, or the Ministry of Education;
    - iv. absence while on approved educational leave from the Board up to a maximum of one (1) year;
    - v. absence under Article G.20 (Sick Leave); and
    - vi. absence under Article G.30.2 (Maternity Leave).

- b. Where a teacher can show proof at the time of hiring of satisfactory service or employment directly related to or necessary for the teaching position applied for, salary increments (up to a maximum of five (5) increments) shall be granted for each year of trade, technical, or work experience that is appropriate to their teaching function. It is understood that full or partial credit may be granted for such service or experience, depending on the appropriateness of the service or experience to their teaching function.
4. General
    - a. Experience will only be recognized where a formal, written appointment is in existence (short term substitute teaching will not be recognized).
    - b. Teachers shall submit satisfactory evidence of their experience according to this Article within twenty (20) days of the effective date of their appointment or the date of the letter of appointment, whichever is later.
    - c. Experience prior to September 1st, 1981, will be as provided in the Agreement in place between the parties which was effective on January 1st, 1981.

**[Articles B.15 through B.19 set aside for future provincial collective agreement provisions]**

**ARTICLE B.20: PART-TIME PAY AND BENEFITS**

1. Part-time teachers shall be paid on the basis of their certification and experience, proportionate to their formal appointment.
2. Statutory holidays are paid time, and account for one-fifth (20%) of the appointed time during the week in which they occur, leaving a balance of four-fifths (80%) of the appointed time to be worked during the balance of the week.
3. A part-time employee's work assignment shall be adjusted (either increased or decreased) to reflect the above Article B.20.2.
4. Part-time employees shall be eligible to participate in all welfare benefits contained in Article B.11 (Benefits) except that part-time employees who have appointments of less than 0.5 time are not eligible to participate in the dental expense insurance plan.

**ARTICLE B.21: PLACEMENT ON SCHEDULE**

1. Except as otherwise provided in this Agreement, the placement of a teacher upon the schedule shall be in accordance with the teacher's qualifications as most recently determined by the Teacher Qualification Service as herein provided together with the teacher's experience as determined in accordance with Article B.14 of this Agreement.

2. If the most recent qualification of the teacher was determined by the Registrar of the Ministry of Education as being either PC, PB or PA Certificate, then placement upon the Schedule shall be according to that certificate on the basis of EC, EB, EA, PC = Category 4, PB = Category 5, and PA = Category 6.

Those teachers on EB who are at maximum shall go to EA, Category 4, Step 7 effective September 1, 1990, and progress therefrom.

3. If the most recent qualification of the teacher was determined by the Registrar of the Ministry of Education or the Registrar of the Teacher Regulation Branch as being either a teaching license, standard certificate, or professional certificate, then placement upon the schedule shall be on the basis of a Teaching License or Standard Certificate = Category 4, and a Professional Certificate = Category 5. Teachers who claim they should be paid at a higher category shall make application to the Teacher Qualification Service for review of their qualifications. Higher placement on the salary schedule shall be effective with the date on the Teacher Qualification card.

In the case of first-year teachers waiting for certification issued from out of province, they shall be paid retroactively the category that the Teacher Qualification Service assigns, regardless of the date on the Teacher Qualification Service card, provided that the employee makes the applications consistent with the timelines in Article B.24.2, Article B.24.3, and Article B.24.4.

4. Holders of Letters of Permission (LP) shall not be placed above Category 4 unless the teacher demonstrates that they have five (5) years of education or formal training or a combination thereof beyond grade 12, in which case they will be placed in Category 5.
5. At the time of appointment, the Board shall advise the employee in writing of the documentation required to establish initial scale placement. Such documentation shall be submitted as soon as possible without delay. The employee shall advise the Board in writing of any delay that is encountered or is expected in the provision of such documentation. The Board shall notify the employee in writing of the category and experience placement that has been assigned.

Upon receipt of the required documentation, any salary adjustment shall be effective retroactive to the time of the initial placement, provided that the documentation that verifies the placement is received in the current school year.

The parties agree that grievances pursuant to Article B.21 (Placement on Scale) and Article B.14 (Experience Recognition) will be referred to arbitration on an expedited basis.

6. Speech/language pathologists will be placed on the salary schedule as follows:
  - a. Speech/language pathologists holding valid B.C. teaching certificates shall be paid as teachers.
  - b. Speech/language pathologists not holding teaching certificates, but who have attained their master's degree in speech therapy or pathology, shall be paid on Category 5/PB.
  - c. Speech/language pathologists not holding teaching certificates, but who have attained their bachelor's degree, shall be paid on Category 4/PC.

- d. In recognition of the value of teacher training, speech/language pathologists not holding teaching certificates, but who have attained their master's degree in speech therapy or pathology will be paid on Category 6 if they have successfully completed courses in teacher education deemed by the Superintendent to be equivalent to one (1) full year of university credit.

**ARTICLE B.22: NO CUT CLAUSE**

1. No teacher shall suffer a reduction in salary by reason only of the adoption of this agreement.

**ARTICLE B.23: INCREMENTS**

1. Salary increments shall be granted except where the reports of the Superintendent of Schools and of the principal, where applicable, indicate less than satisfactory work and/or professional growth, in which case an increment will be withheld. Less than satisfactory professional growth may be interpreted as not having added to the skills or knowledge required by the teacher in the performance of the duties of the job or position.
2. The Board may withdraw one (1) increment if the teacher is at maximum when the reports of the Superintendent of Schools and of the principal, where applicable, indicate less than satisfactory performance and/or professional growth.
3. In any case where an increment is to be withheld pursuant to Article B.23.1 or withdrawn pursuant to Article B.23.2, the Board shall give the teacher concerned written notification, including reasons for such withholding or withdrawal, on or before May 15<sup>th</sup>, provided that if the teacher wishes to appeal the withholding or withdrawal of an increment, the teacher may do so by giving notice in writing to the Board within ten (10) days of receipt of the notice of withholding or withdrawal, setting forth the grounds for appeal.
  - a. The Board shall within a reasonable time thereafter review the matter, and shall confirm or reverse its former action. In reviewing the appeal the Board may hear evidence from or representations from or on behalf of the teacher, the Superintendent, and/or the principal whose report is appealed from.
  - b. The decision of the Board following this review shall be final and binding. Where an increment has been withheld or withdrawn as set forth above, the Board shall exercise its best endeavours by the introduction of positive programs and consultation to assist the teacher whose increment has been withheld or withdrawn in remedying the poor performance or unsatisfactory work.
4. The withholding or withdrawal of increments pursuant hereto shall become effective on the first day of September next following the receipt by the Board of the report or reports upon which such withholding or withdrawal is based.
5. Any teacher whose increment has been withheld or withdrawn shall be returned to scheduled placement as of September 1<sup>st</sup> of any subsequent year in which a satisfactory report is given by the Superintendent of Schools.

6. Increment changes shall be effective on the first of the month following the month in which the increment has been earned.

#### **ARTICLE B.24: CHANGES IN CERTIFICATION OR RE-CATEGORIZATION**

Changes in certification or re-categorization of a teacher in consequence of additional training, and salary increase resulting from same will be effected in accordance with the following:

1. Where a teacher desires to obtain a certificate of a different grade or class or to obtain a re-categorization, application with supporting evidence shall be made by the teacher to the Teacher Regulation Branch or the Teacher Qualification Service, as applicable, and on receipt of the confirmation of eligibility for the change the teacher shall deliver such confirmation to the Board of Education. No recognition of a change shall be given by the Board until receipt by the Secretary-Treasurer of the Board of such confirmation.
2. Where a teacher satisfactorily completes training programs on or before the 31<sup>st</sup> day of August, and makes application to the Teacher Regulation Branch or the Teacher Qualification Service, as applicable under Article B.24.1, on or before the next following 31<sup>st</sup> day of October, any resulting change in certification or re-categorization shall be effective from the first day of September of that year.
3. Where a teacher satisfactorily completes a training program on or before the 31<sup>st</sup> day of December, and makes application to the Teacher Regulation Branch or the Teacher Qualification Service, as applicable under Article B.24.1, on or before the next following 28<sup>th</sup> day of February, any resulting change in certification or re-categorization shall be effective from the first day of January immediately preceding that 28<sup>th</sup> day of February.
4. Upon making application under this Article, the teacher shall notify the Secretary-Treasurer of the Board in writing that application has been made. Such notification may be a photocopy of the application.

#### **ARTICLE B.25: SPECIAL SALARY ALLOWANCES**

1. a. A teacher directed by the Superintendent or designate, acting on behalf of the Board, to assume the duties of an absent teacher who holds a position of special responsibility shall receive fifty-five percent (55%) of 1/195th of the allowance of the absent teacher for the first twenty (20) working days of such absence. Thereafter the teacher will receive 1/195th of the full allowance per diem. A teacher will not normally be directed to assume the position until the sixth (6th) day of absence.
- b. When a teacher who normally works part time sharing teaching duties with an administrative officer replaces that principal/vice principal's teaching time, the teacher shall be paid on scale for all days or portion of days worked.
2. Positions of Special Responsibility

In addition to their basic salary, teachers assigned by the Board to other positions of special responsibility shall receive an annual allowance in accordance with Schedule "B".

3. Teachers in Charge

- a.
  - i. A teacher shall be designated as the teacher in charge for each school by the Superintendent to replace an incumbent principal/vice principal for periods of one (1) day up to five (5) days.
  - ii. Absences of principal/vice principals for more than five (5) consecutive days shall be filled by an appointment to the vacant position.
- b. The teacher in charge 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 the required assistance from district supervisory staff.  
  
Routine attendance recording and information reporting as required shall be maintained; however, the teacher in charge shall not be responsible for ongoing administrative or managerial duties and specifically shall not have such responsibilities in relation to other teachers or parents.
- c. While acting as teacher in charge, the teacher is covered by all other terms and conditions of this Agreement.
- d. When acting as a teacher in charge for one day or more, the teacher in charge shall be provided with release from teaching duties.
- e. A teacher has the right to refuse the designation of teacher in charge pursuant to Article B.25.3.a. A teacher shall be required to act as teacher in charge only in the following cases:
  - i. in cases of emergencies; or
  - ii. where all teachers at the school have refused a designation pursuant to Article B.25.3.a.i.

Teachers exercising their rights under Article A.25 (Labour Disputes) shall not be required to act as teacher in charge during such period.



## **SECTION C: EMPLOYMENT RIGHTS**

### **ARTICLE C.1: RESIGNATION**

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

### **ARTICLE C.2: SENIORITY**

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
  - a. Despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in B.C.
  - b. Seniority Verification Process
    - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
    - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within one hundred and twenty (120) days of receiving a continuing appointment in the new school district.
    - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher Teaching on Call (TTOC)
  - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
  - b. For the purpose of calculating seniority credit:
    - i. Service as a TTOC shall be credited:
      1. one half (1/2) day for up to one half (1/2) day worked;
      2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.

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

#### Local Provisions

6. Definitions of Seniority
- a. In this Article, “seniority” means an employee’s length of continuous service since the effective date of appointment to a continuing contract. Continuous service shall include periods of authorized leave as defined in Article C.2.6.g, and previous employment pursuant to Article C.2.6.h. Part-time service shall be credited fully as if it were full-time service.
  - b. In addition to the provisions of Article C.2.3.1, the seniority for an employee on a continuing contract shall include:
 

Teacher teaching on call (TTOC) seniority accumulated pursuant to Article C.2.3; and

Seniority ported in accordance with Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
  - c. When the seniority of two (2) or more teachers is equal pursuant to Article C.2.6.a and C.2.6.b, the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
  - d. When the seniority of two (2) or more teachers is equal under Article C.2.6.c, the teacher with the greatest length of service in previous appointments with the Board not included, pursuant to Article C.2.6.h, shall be deemed to have the greatest seniority.
  - e. When the seniority of two (2) or more teachers is equal pursuant to Article C.2.6.d, the teacher with the greatest aggregate length of service with another B.C. school district recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
  - f. When the seniority of two (2) or more teachers is equal pursuant to Article C.2.6.e, the teacher with the earliest application for employment with the Board shall be deemed to have the greatest seniority.
  - g. For the purposes of this Article, leaves of absence in excess of one (1) month shall not count toward length of service with the Board except:

- i. maternity leave;
  - ii. educational leave, i.e., long term leave to attend an approved educational institute and enrol in a program of studies which will be of benefit to the school system;
  - iii. parenthood leave;
  - iv. leave for duties with the Association or the British Columbia Teachers' Federation;
  - v. secondment to the Ministry of Education, a faculty of education, or pursuant to a recognized teacher exchange program;
  - vi. long term sick leave;
  - vii. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas;
  - viii. educational travel, i.e. long term leave during which time teachers travel. The knowledge and experience gained must be judged by the Board to enrich the teachers' ability to teach in their grade or subject area.
  - ix. compassionate care leave [Article G.2 (Compassionate Care Leave)]
- h. Subject to Article C.20.7.d (Teaching Security - Severance Pay), where a teacher was previously employed with the Board under either a temporary or a continuing contract, the "effective date of appointment" shall be adjusted to take this service into account.
  - i. The Board shall make available to the Association, upon request, all information required to determine a question of seniority when such a question is relevant to the application of the contract.

7. Seniority List

The Board shall, by October 15th of each year, forward to the Association and each school a list of all teachers employed by the Board in order of length of service as of September 1st of that year, calculated according to Article C.2.6.a and C.2.6.b. It is expected that any inaccuracies in seniority will be brought to the attention of the Board within six (6) months of the publication of such list.

**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.

**[Articles C.5 through C.19 set aside for future provincial collective agreement provisions]**

**ARTICLE C.20: TEACHING SECURITY**

1. Principle of Security

The Board and the Association agree that increased length of service in the employment of the Board entitles all employees covered by this Agreement to commensurate increase in security of teaching employment.

2. Procedures for Reducing Staff

- a. When the Board considers for educational, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they are suitable for the positions available as defined in Article C.20.3.
- b. The Board shall give each teacher whose employment it intends to terminate pursuant to this Article sixty (60) days' notice in writing, such notice to contain the reason for termination. The Board shall concurrently forward a copy of such notice to the Association.

3. Suitability

- a. In this Article, suitability for a teaching position means a teacher has the training, education and experience necessary to perform the duties of the position in a satisfactory manner given a reasonable period of familiarization.
- b. In reference to this Article, suitability will be determined by the Superintendent of Schools, including the determination of what a reasonable period of familiarization would be and whether or not a reasonable period of familiarization would enable the teacher to perform the duties of the position available in a satisfactory manner.

4. Teachers' Rights of Re-engagement

- a. Part-time teachers may not increase the amount of time they teach if at the same time other similarly qualified teachers have had their appointments reduced by layoff procedures.
- b. Teachers who are approved to work reduced appointments will have their appointments reverted to the time held prior to the reduction.
- c. A teacher who is offered re-engagement pursuant to Article E.21.4 (Teaching Vacancies) shall inform the Board whether or not the offer is accepted.
- d. The Board shall allow ten (10) days from the acceptance of an offer under Article C.20.4.c for the teacher to commence teaching duties. Where the teacher is required to give a longer period of notice to another employer, the Board may fill the position temporarily.
- e. A teacher's right to re-engagement is lost if:
  - i. the teacher is offered two (2) positions for which the teacher is suitable, and does not accept;
  - ii. the teacher accepts continuing employment with another district;
  - iii. the teacher notifies the Board in writing that the teacher is no longer available;
  - iv. an equivalent amount of time to the teacher's aggregate service with the Board elapses after the date of termination, up to a maximum of three (3) years;
  - v. the teacher accepts severance pay.
- f. Upon re-engagement pursuant to this Article, a teacher shall be entitled to a continuing appointment, if available.
- g. It will be the responsibility of the teacher to maintain a current address with the Board.

5. Benefits

A teacher who retains rights of re-engagement pursuant to Article C.20.4 shall be entitled, if eligible, to maintain participation in all benefits provided in this Agreement by payment of full premium costs to the Board.

6. Re-engagement List

The Board shall maintain a "re-engagement list."

7. Severance Pay

- a. A teacher on continuing appointment who has one (1) or more years aggregate service with the Board, calculated in accordance with Article C.2.6 (Seniority) and whose employment is terminated pursuant to Article C.20.2, may elect to receive severance pay

at any time within twelve (12) months from the effective date of termination in accordance with Article C.20.2 and prior to the time the teacher's right to re-engagement is lost in accordance with Article C.20.4.e.

- b. Severance pay shall be calculated at the rate of five percent (5%) of the gross salary earned while in the continuous service of the Board, to a maximum of two (2) years' salary. Continuous service is calculated in accordance with Article C.2.6.a and C.2.6.b (Seniority).
- c. The teacher will receive severance pay in one (1) lump sum within thirty (30) days of application, or on a date that is agreeable to the Board and the teacher.
- d. A teacher who receives severance pay pursuant to this Article surrenders all seniority. If such teacher is rehired by the Board, that teacher shall retain any severance payment made by the Board, and the calculation of length of service shall recommence with the date of such hiring.
- e. Article C.20.7 applies only to those teachers who have been terminated in accordance with Article C.20.2.

#### **ARTICLE C.21: DISMISSAL AND DISCIPLINE FOR MISCONDUCT**

- 1. The Board shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.
- 2.
  - a. A meeting between a teacher and administrative officer or Board representative which pertains to criticism(s) of the performance of job-related duties and is or may become discipline related, is subject to the provisions of Article A.23 (Staff Representatives and Right to Representation). A representative of the Association includes staff representatives, members of the executive of the Association, or others authorized by the Association.
  - b. Employees shall be informed when material critical of the employee is to be placed on the employee's personnel file and a copy shall be given to the employee.
  - c. Material referred to in (b) above which was not given to the employee at the time it was placed on the employee's personnel file, or material which has been removed from the employee's personnel file in accordance with Article E.27 shall not be presented at any arbitration involving the discipline or dismissal of the employee.
- 3.
  - a. In the event that the Board receives a third party allegation against a teacher, a representative of the Board may interview the student for whom the allegation was made before advising the Association or the employee of the allegation. The purpose of this single interview is to substantiate the allegation directly. In the event that the allegation is substantiated, the Board will conduct an investigation according to the process as outlined in Article C.21.3. In the event the allegation is not substantiated, the Board will, without delay, advise the teacher and the Association of the allegation and the result of the interview.

- b. Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of that fact and of the allegations, all without unnecessary delay, subject to any exceptions established in law at such time or so as not to prejudice an investigation into the matter. In any event, the employee and the Association will be advised without further delay before any action is taken by the Board. The employee shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation.
4. Unless the employee and/or the Association waive the right to such a meeting, the Board shall not suspend (other than a suspension to which Section 15(5) of the *School Act* reasonably applies) or dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
  - a. the employee and the Association shall be given at least seventy-two (72) hours notice;
  - b. at the time such notice is given to the employee and the Association, a statement in writing of the grounds for the contemplated action and all evidentiary documents that are intended to be considered at the meeting shall be given to the employee and the Association. If further relevant information becomes available within the seventy-two (72) hour period, this information shall be communicated forthwith to the employee and the Association prior to the meeting;
  - c. the Association on behalf of the employee may file a written reply to the allegations prior to the meeting;
  - d. the employee and/or their representative may attend the meeting and shall be entitled to receive copies of all evidentiary documents placed before the Board, to hear all the submissions presented to the Board, and to ask questions. The employee and/or their representative may make written or verbal submissions during the meeting. Any written summary prepared by either party shall be tabled at the meeting;
  - e. the decision of the Board shall be communicated in writing to the teacher and the Association and shall set out the grounds for the Board's decision;
  - f. at any time up to the conclusion of the meeting referred to in Article C.21.4 the employee, the Association, or the Superintendent of Schools shall be granted on request a delay of the process for up to a maximum of seven (7) days.
5. Where an employee is suspended under Section 15(5) of the *School Act*, the Board shall, prior to taking further action under Section 15(7) of the *School Act*, hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Association or the employee.
6. Neither the Board nor the Association shall release to the media or the public information in respect of the discipline or dismissal of a teacher except by joint agreement or by joint release agreed upon by the Board and the Association.
7. Notwithstanding Article A.6 (Grievance Procedure) where an employee has been dismissed and the Association has decided to grieve the dismissal, it may be referred directly to arbitration provided for in the article.

Any dispute arising out of a dismissal or disciplinary action taken by the Board shall be subject to Article A.6 (Grievance Procedure) of this Agreement.

8. Whenever an employee is formally disciplined by the Board or representative of the Board other than by suspension or dismissal (to which C.21.3 applies), the employee shall receive a copy of the documentation. The Association may refer such disciplinary action to Step 2 of the grievance procedure.
9. Where a Board investigation finds a teacher free of blame of allegations of misconduct, the teacher shall be reinstated without loss of pay.

**ARTICLE C.22: SCHOOL ACT APPEALS**

1. Where a student and/or parent/guardian files an appeal under Section 11 of the *School Act* and Board Appeals Bylaw of a decision of an employee covered by this Agreement or in connection with or affecting such an employee:
  - a. the Board shall request that the student and/or parent/guardian of the student meet first to discuss the appeal with the employee(s) and the employee(s)' supervisor;
  - b. the employee and the Association shall be notified of the appeal within twenty-four (24) hours and shall be entitled to receive all documents relating to the appeal;
  - c. the employee shall be entitled to attend any formal meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Association;
  - d. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. No decision or bylaw of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit, or process contained in this Agreement or deprive the employee of any right, benefit, or process otherwise provided by law.
3. The Board shall refuse to hear any appeal where the student and/or parent/guardian of the student has not attended a formal meeting called in connection with the appeal.
4. In the event that a decision of an employee may be altered, varied, or reversed, then the employee shall first be given the opportunity to make representations to the Superintendent or designate before such a decision is confirmed.

**ARTICLE C.23: PROBATIONARY APPOINTMENTS**

1. A teacher may be placed on a probationary appointment in accordance with this Article after receipt by the Board of an unsatisfactory report on the teacher. With respect to the applicability of Article E.23 (Evaluation of Teacher Performance), such reports will be subject only to the provisions of Article E.23.5.



2. Prior to the Board placing a teacher on a probationary appointment, the teacher will have the opportunity to meet with the Superintendent to discuss the draft report.
3. The teacher shall be given a copy of the draft report at least forty-eight (48) hours prior to the meeting referred to in Article C.23.2.
4. A teacher shall not be placed on a probationary appointment for arbitrary or capricious reasons.
5. The standard for dismissal of a teacher on a probationary appointment shall be the lack of suitability, based on teacher performance, for continued employment with the Board, consistent with the criteria referred to in Article E.23.3 (Evaluation of Teacher Performance).
6. A teacher on a probationary appointment shall not be dismissed prior to the receipt by the Board of an evaluation report, prepared in accordance with the provisions of Article E.23.4 (Evaluation of Teacher Performance) of this Agreement indicating an unsatisfactory level of teacher performance.
7. The Board may, during the first nine (9) months of an employee's continuing appointment with the Board, exclusive of:
  - a. any leave of absence during or extending beyond those months;
  - b. the months of July and August;terminate the employee's continuing appointment and place the employee on a probationary appointment.
8. The Board may terminate an employee on a probationary appointment by giving thirty (30) days' notice in writing of the termination provided that the notice shall not be given during the first thirty (30) days of the probationary appointment and that there shall be at least twenty (20) teaching days included in the notice period.
9. Unless an employee on a probationary appointment is terminated in accordance with this Article, the probationary appointment made pursuant to this Article shall be effective until:
  - a. the Board, not less than six (6) calendar months following the placement of the employee on a probationary appointment rescinds the probationary appointment; or
  - b. June 30<sup>th</sup> in the year immediately following the school year in which the probationary appointment is made;whichever occurs earlier, and thereafter shall become a continuing appointment.
10. Any dispute arising out of a dismissal or disciplinary action taken by the employer shall be subject to Article A.6 (Grievance Procedure) of this Agreement.

**ARTICLE C.24: REASSIGNMENTS RESULTING FROM STAFF REDUCTIONS**

1. If the number of teachers on a school staff exceeds the number of staff allocated to a school, the situation will be formally discussed by all teaching personnel and staff reductions may be brought about internally by teachers who voluntarily initiate:
  - planned retirement
  - leaves of absence
  - part-time employment
  - vocational shifts
  - voluntary transfers
2. If the internal solutions cannot be found, staff members who possess appropriate qualifications and who have least district seniority will have their names forwarded to the Superintendent, who will consider the possibility of reassignments.
3. If the position held by the least senior appropriately qualified teacher is deemed essential to the educational program of the school by the Superintendent, in consultation with the principal, then the position held by the next least senior teacher may be designated surplus to need and that teacher will be considered for the reassignment.

**ARTICLE C.25: PART-TIME TEACHER EMPLOYMENT RIGHTS**

1. A teacher with a continuing appointment to the teaching staff of the district may without prejudice to that appointment request a change in teaching time. The teacher shall advise the Superintendent and the current principal, in writing, prior to March 1<sup>st</sup>. Serious consideration shall be given to such requests. If a request is refused, the Superintendent or designate, on request, will meet with the teacher(s) to discuss the reasons for the refusal.
2. If a change of appointment is granted under Article C.25.1, at the expiration of the changed appointment the teacher shall revert to the appointment time previously held.
3. Two teachers employed by the Board may jointly request a specific job sharing assignment in respect of a single full time position. Such a request shall be processed pursuant to Article C.25.1. Where the request is granted, salary shall be prorated according to the percentage of time worked by each teacher. When one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro rata scale placement for all such work upon ratification of this Agreement.
4. In scheduling part-time assignments every reasonable effort will be made to avoid regularly programmed split days.

**ARTICLE C.26: TEACHERS TEACHING ON CALL (TTOCs)**

1. The Board shall maintain a list of persons who are qualified and who have agreed to be placed on the list of TTOCs for the school year. The Board shall forward a copy of such a list to the Association twice in each school year.

2. In appointing TTOCs, the Board shall, pursuant to Section 19 of the *School Act*, appoint TTOCs who possess a valid B.C. teaching certificate in preference to persons not possessing such a certificate.
3. The Board may appoint a person not on the list per Article C.26.1 to an assignment in the event that no available person on the list possesses the necessary qualifications for the assignment.
4. A teacher may, for educational reasons, request a specific person on the list to act as a substitute, subject to the approval of the principal.
5. The Board shall provide an orientation in-service session for all TTOCs by October 15<sup>th</sup> of each year.
6. Under normal circumstances, a TTOC will be engaged when the following teacher is absent:
  - a. a teacher who registers a class;
  - b. a resource teacher; and
  - c. teachers utilized to comply with Article D.23 (Hours of Work).
7. Where specific activities have been planned and TTOCs are available who are qualified and able to carry those functions out, the teacher and principal may agree to call in a TTOC for librarians and learning assistance teachers who are absent.
8. The parties agree that teachers who formerly taught in School District No. 71 and have not been released for cause and are no longer employed shall, upon request, have their names added to the TTOC list.
9. Where the Board expects a teacher to be absent for more than twenty (20) school days, the vacancy shall be filled by appointment to a temporary contract. When a TTOC completes twenty (20) school days' continuous teaching on the same assignment and will continue in the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.
10. A TTOC assigned to a school for either a full day or a portion of a day shall be paid for the full period of the intended assignment.
11. In the event that a TTOC's assignment is interrupted by the return of a teacher who is subsequently absent within one (1) working day, the TTOC, if best suited for the assignment, shall be reassigned, subject to availability, and the assignment shall proceed as if it has not been broken for salary or other provisions which depend upon the length of assignment.
12. For the purposes of Article C.26.9, a TTOC's service shall not be considered broken by a non-instructional day.
13. At the end of a school year, a TTOC may request and be provided with a statement of the number of substitute teaching days worked in the school year.
14. TTOCs shall not be subject to any of the provisions of this Agreement other than this Article and any other Article where so specifically stated.

The following articles shall also apply to TTOCs:

Definition of Terms

- Article A.1 (Term, Continuation and Renegotiation)
- Article A.2 (Recognition of the Union)
- Article A.3 (Membership Requirement)
- Article A.6 (Grievance Procedure, as it pertains to those provisions which are applicable to TTOCs)
- Article A.9 (Legislative Changes)
- Article A.23 (Staff Representatives and Right to Representation)
- Article A.25 (Labour Disputes)
- Article A.26 (Strikes/Lockouts/Work Slowdowns)
- Article A.27 (Access to Board Policy Manual/Board Personnel Policies)
- Article A.28 (Copy of Agreement)
- Article A.29 (Access to Information)
- Article A.30 (Staff Meetings)
- Article A.31 (Staff Committees)
- Article A.32 (Applicability of Legislation)
- Article A.33 (Access to Work Site)
- Article A.34 (Use of School Facilities)
- Article A.35 (Bulletin Boards)
- Article A.36 (Internal Mail)
- Article B.10.1 (Reimbursement for Mileage and Insurance (only mileage provisions))
- Article B.14 (Experience Recognition)
- Article B.21 (Placement on Schedule)
- Article B.22 (No Cut Clause)
- Article B.24 (Changes in Certification or Re-Categorization)
- Article C.22 (School Act Appeals)
- Article D.1 (Class Size and Teacher Workload)
- Article D.23 (Hours of Work)
- Article D.24 (Lunch Time Supervision)
- Article D.25 (Extra-Curricular Activities)
- Article D.26 (Health and Safety)
- Article E.1 (Non-Sexist Environment)
- Article E.2 (Harassment/Sexual Harassment)
- Article E.22 (Qualifications)
- Article E.27 (Personnel Files)
- Article F.22 (School Accreditation)

15. Teachers, except TTOCs and those teachers whose assignment is that of permanent TTOC, shall not be required to:
  - a. perform the tuition or instructional duties of a teacher who is absent; or
  - b. supervise the students of a teacher who is absent, except in emergency situations.
16. Under normal circumstances a TTOC who is engaged for a full day will be requested to assume only the duties of the teacher that the TTOC is replacing; however, in some instances the TTOC may be requested to perform other reasonable duties.

## **ARTICLE C.27:       TEMPORARY APPOINTMENTS**

1.     Term of Appointment
  - a.     The Board may appoint a teacher to a temporary appointment, specifying the period of its duration.
  - b.     Temporary appointments shall be made in accordance with the following:
    - i.     For a period not exceeding one year, to any position temporarily existing or temporarily vacant; or
    - ii.    For a period not exceeding the remainder of the existing school year, to any position which has become vacant during the school year.
  - c.     At the expiration of the period specified in the temporary appointment, the temporary appointment shall be deemed to be terminated.
2.     Letters of appointment will specify the term of the appointment and will set out the reasons why the appointment is temporary. Copies of temporary appointments will be sent to the Association.
3.     Information
  - a.     By October 15th of each year, the Board agrees to provide the Association with the following:
    - i.     a list of all teachers on temporary appointments;
    - ii.    a list of those teachers who have held temporary appointments within the last twelve (12) months which were not renewed;
    - iii.   a list of all employees in the bargaining unit on leave of absence;
    - iv.    a list of all teachers on continuing appointment whose appointment time is temporarily reduced;
    - v.     a list of positions referred to in Article C.27.9.
  - b.     The Board and the Association recognize that normally the full time equivalent in Article C.27.3.a.i will not exceed the combined full time equivalent in Article C.27.3.a.iii and Article C.27.3.a.iv.
4.     When teachers return from a leave of absence every effort will be made to place them in a reasonably comparable position.
5.     Teachers on temporary appointment have the same rights and responsibilities as teachers on continuing appointment, except the right of tenure. Temporary employees who have appointments of greater than two (2) months shall be eligible to participate in health and welfare benefits plans.

6. Teachers on temporary appointment are not subject to termination during the term of the appointment, except under Section 15 of the *School Act*.
7. Vacancies occurring after the beginning of the school year will normally be filled by temporary appointment to the end of the school year. The position will be filled as a continuing appointment in the spring for the subsequent school year pursuant to Article E.20 (Teacher Assignments), Article E.21 (Teaching Vacancies), and Article C.24 (Reassignments Resulting from Staff Reduction).
8. A teacher who has been employed by the Board on a temporary appointment for at least four (4) full time equivalent continuous teaching months and an aggregate of fourteen (14) full time equivalent teaching months and who is reappointed to a position in the district shall be granted a continuing appointment.

The calculation of employment with the Board for the purposes of this provision shall commence September 1, 1991.

9. A position which was temporarily created for a specific educational purpose and which has existed for two (2) consecutive years shall be reviewed by the Board and be made permanent or discontinued.
10. Evaluation
  - a. The Board recognizes the value of evaluating teachers on temporary appointments.
  - b. Teachers with temporary appointments may be evaluated at any time, but in any event an evaluation shall be completed before the conclusion of the teacher's tenth (10th) month of service on temporary appointments.
  - c. At any time after an evaluation referred to in this Article is completed, a temporary teacher may request a meeting with the Superintendent to discuss the prospects of being considered for any vacancies for continuing appointments.

**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.*

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

Local language:

1. The Board and the Association agree to the following class size maximums.
2. Maximum class sizes for regularly scheduled classes shall be:

Intermediate (Grades 4-6)	29 students
Multi-grade Intermediate	27 students
Special (Resource Room)	12 students
Secondary (Grades 7-12)	30 students
Special (EMH/TMH)	10 students
Secondary English	28 students
Secondary Science	28 students
IE/Home Economics (Grades 8-12)	24 students
Maximum secondary load	210 students (flexibility of 10)

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

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

3. The above maximums can be exceeded by no more than two (2).
4. Classes may exceed maximums in band, choir, P.E., or other specialized classes where the teacher has so requested.
5. Laboratory or Shop Sizes

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

6. Counselling, library, and learning assistance resources will not be eroded to maintain class size.
7. Teacher/librarians shall be assigned to no more than two (2) schools. Whenever practicable, elementary music teachers shall be assigned to a single school. It is recognized that assignments may include a non-music teaching component.

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

No provincial language.

Local language:

### 1. Definition

Special needs students are as defined in the Ministry of Education Special Programs Manual of Policies, Procedures, and Guidelines in the following categories:

Program 1.18: - moderately mentally handicapped (3.20)

- severely handicapped (3.21)
- blind (3.23)
- deaf (3.24)
- autistic (3.25)

Program 1.19: - dependent handicapped (3.19)

Special needs students also include students with severe behaviour disorders and severe communications impairments.

### 2. Identification

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

For the purposes of this Article, “school-based team” shall include:

- i. classroom teacher and/or potential receiving teacher;
- ii. an administrative officer;
- iii. school or district professional personnel;
- iv. other appropriate personnel



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

- b. The school-based team shall determine:
  - i. whether in-school assessment is required and sufficient;
  - ii. whether referral to Special Education Services is required; and
  - iii. whether placement or placement options and resources are appropriate.
- c. By October 1st the Board shall advise the Association in writing of the classes by school which include students designated as per Article D.2.1. Information on any additions and deletions shall be forwarded as soon as it becomes available to the district.

### 3. Placement

- a. The initial mainstreaming of a special needs student shall involve prior consultation between relevant district staff, parents/guardians, teachers, and administrative officers who may be affected by such placement. The placement of a special needs student shall be determined by the student's educational, social, and medical needs.
- b. Class size and class composition shall be given major consideration in consultation with teachers affected when a classroom placement is to be determined for a student with special needs. Classes which include special needs students as per Article D.2.1 will be kept under the class size maximum.
- c. A maximum of two (2) special needs students may be integrated into a single elementary school class. A maximum of two (2) students classified under Programs 1.18 and 1.19 may be integrated into a single junior school class.
- d. Where possible, prior to the inclusion of a special needs student in a regular classroom, the requirements for ongoing support shall have been identified by the school-based team and appropriate district Special Education Services personnel in consultation with the regular classroom teacher. It shall be the responsibility of the school district to ensure the necessary resources are available whenever possible, prior to placement. These requirements may include aide support, Individual Educational Plan development, the assignment of a case manager, facilities modification, and in-service.
- e. Additional aide time may be required to facilitate consultation between the teacher and teacher aide regarding special needs students' programs.

### 4. Resources

- a. The district shall annually provide appropriate workshops for teachers on call who are interested in teaching classes which include special needs students.
- b. Trained teacher aides shall be provided for assisting special needs students during toileting and changing for physical education, participating in special events and for social integration during lunch and recess, and during all class/instructional time.

- c. The district resource teacher or school-based resource teacher shall have primary responsibility for development of the Individual Educational Plan in consultation with the classroom teacher.
- d. The district shall provide in-service on an ongoing basis to school and district professional staff on:
  - i. the functioning of the school-based team; and
  - ii. the responsibilities of the school-based team.
- e. In-service
  - i. Consultation for special needs student placement may include the development of a plan for in-service for the classroom teacher.
  - ii. Teachers enrolling students with identified special needs pursuant to D.2.1 and D.2.2 above shall receive appropriate formal and/or informal in-service training in order to assist them with the educational programming of these students. Release time for classroom teachers requiring specialized training as determined by district Special Education Services will be provided during regular school hours.
  - iii. Whenever practical, appropriate in-service shall be arranged prior to the initial placement of the student with exceptional educational needs, followed by appropriate ongoing in-service.
- f. Procedures
  - i. Teachers shall not be called on to administer medication on a regular or predictable basis. The Board shall establish a system for the administration of medication or medical procedures.
  - ii. Clear administrative procedures shall be established for the carrying out of fire and earthquake drills that expedite the education and care of handicapped children.

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

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

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

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:463 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:333 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:53.2 ESL/ELL students	Former LOU No. 5 (2000)

**ARTICLE D.4: PREPARATION TIME**

1. Each full-time elementary teacher shall receive 110 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
2. Effective July 1, 2023, each full-time elementary teacher shall receive 120 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

*[NOTE: Article D.4 is integrated into Article D.23 (Hours of Work) in SD 71 (Comox Valley)]*

**ARTICLE D.5: MIDDLE SCHOOLS**

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

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

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

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

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

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

**[Articles D.7 through D.19 set aside for future provincial collective agreement provisions]**

## **ARTICLE D.20: HOME EDUCATION**

1. Educational services that may be required for home education students as defined in Sections 12 and 13 of the *School Act* and *School Regulation* Section 3 shall be provided by members of the bargaining unit or administrative officers.
2. Evaluation and assessment services required for home school children as contemplated by Section 3(1)(a) of the *School Regulation* shall, whenever practicable, be provided by a teacher or district support services staff as a discrete part of the employee's assignment.
3. If a teacher who enrolls classes or otherwise provides educational programs to school-based students is assigned responsibility for any educational services to home-schooled students not as a discrete part of the employee's assignment, the teacher shall be given adequate time to provide such service within the weekly instructional assignment. Adequate time may include the provision of time away from instructional duties (e.g. additional preparation time or consultation time).

## **ARTICLE D.21: REGULAR WORK YEAR**

1. The annual salary established for employees covered by this Agreement shall be payable in respect of the teacher's regular work year.
2. The regular work year for teachers shall include:
  - a. the requisite number of days, hours of instruction, and professional development days as required by legislation, regulation, or ministerial order;
  - b. no fewer than four (4) days for professional development. The Superintendent in consultation with the Association will determine the scheduling of the days. The content of the days shall be determined by the Joint Professional Development Committee, subject to the approval of the Superintendent;
  - c. no fewer than two (2) days for community-parent- teacher interaction for the school years 1993/94 and 1994/95 (if applicable);
  - d. no fewer than one (1) day for parent-teacher interviews or conferences;
  - e. one (1) year-end administrative day.
3. Where the Superintendent authorizes in writing a specific assignment and the employee agrees, work performed by the employee during the months of July and August shall be paid at the rate of 1/195th of the employee's annual salary per diem.
4. Upon acceptance of an assignment referred to in Article D.21.3, the employee may elect to take compensatory time in lieu of salary. The scheduling of compensatory time shall be determined jointly by the employee and the employee's supervisor.
5. Work beyond the school year is voluntary.

**ARTICLE D.22: SCHOOL CALENDAR**

1. The school calendar shall be established, in accordance with the *School Act* and after consultation with the Association, by the board before December 1<sup>st</sup> of the preceding year or a mutually agreed upon date.

**ARTICLE D.23: HOURS OF WORK**

1. Teachers with full time classroom teaching assignments at elementary schools shall not be required to provide classroom instruction of more than twenty-three (23) hours and thirty(30) minutes (effective September 17, 2014 twenty-three (23) hours and twenty (20) minutes, and effective June 30, 2019 twenty-three (23) hours and ten (10) minutes) per week averaged over the course of the school year.
2. Teachers with full time classroom teaching assignments at other than elementary schools shall not be required to provide classroom instruction of more than twenty-four (24) hours per week averaged over the course of the school year.
3. Teachers with 0.5 time or greater classroom teaching assignments shall have their required classroom instruction time prorated; e.g., a teacher with a 0.75 time appointment in a secondary school shall not be required to provide classroom instruction of more than eighteen (18) hours per week averaged over the course of the school year.

Duration of School Day

4. An elementary teacher shall not be required to offer instruction beyond an interval of six (6) hours, inclusive of:
  - a. instructional time not to exceed five hours, inclusive of fifteen (15) minutes of recess;
  - b. a regular noon intermission.
5. A secondary teacher shall not be required to offer instruction beyond an interval of six (6) hours and thirty (30) minutes, inclusive of:
  - a. instructional time not to exceed five (5) hours and thirty (30) minutes, inclusive of homeroom and time for students to change classrooms;
  - b. a regular noon intermission.

**ARTICLE D.24: LUNCH TIME SUPERVISION**

1. No teacher shall be required to perform supervision duties during noon intermission except in emergencies.

**ARTICLE D.25:       EXTRA-CURRICULAR ACTIVITIES**

1.     In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school district.
2.     The Board and the Association consider it desirable that teachers participate in extra-curricular activities, and recognize that participation in extra-curricular activities by the individual teacher is on a voluntary basis.

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

1.     A Joint Health and Safety Committee will be established and maintained at each site in accordance with the Occupational Health and Safety Regulations. There shall be no less than one (1) member chosen by and representing the Association.
2.     Classes shall be conducted in clean, well-maintained facilities with appropriate lighting, temperature, sound level, and ventilation. Employees should bring forward issues of health and safety first to the school administrative officer and then to the Health & Safety Committee before approaching an outside regulatory agency.
3.
  - a.     Employees shall observe all health and safety regulations pertinent to the work and cooperate in attaining the objective of an environment free from industrial accident and disease.
  - b.     Whenever an employee reports an unsafe or unhealthy condition, the employee shall report the condition to the employee's supervisor and the concern(s) shall be investigated by the district Health and Safety Officer without undue delay to determine what action, if any, is necessary to address the concern.
  - c.     The Board shall be responsible for providing health and safety training for Health and Safety Committee members.
4.     Section 3.24 of the Occupational Health and Safety Regulation is considered to be part of this Agreement.
5.     The Board shall provide each school with a copy of the Occupational Health and Safety Regulations.



## **SECTION E: PERSONNEL PRACTICES**

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

1. A non-sexist environment is defined as that in which there is no discrimination against employees based on sex, gender identity or expression, including by portraying them in gender stereotyped roles, refusing to acknowledge their identity, or by omitting their contributions.
2. The employer does not condone and will not tolerate any expression of sexism. In September of each school year the employer and the local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
3. The employer and the local shall promote a non-sexist environment through the development, distribution, integration and implementation of anti-sexist educational programs, activities, and learning resources for both staff and students.
4. Prior to October 31<sup>st</sup> of each school year, principals or vice-principals will add to the agenda of a regularly scheduled staff meeting a review of anti-sexist educational programs, activities and learning resources.

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

#### **General**

1. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment, including harassment based on the grounds in the *Human Rights Code* of BC.
2. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include:
  - a. counselling;
  - b. courses that develop an awareness of harassment;
  - c. verbal warning, written warning, transfer, suspension or dismissal.
3. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
4. There will be no harassment and/or discrimination against any member of the local because they are participating in the activities of the local or carrying out duties as a representative of the local.
5. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.

6. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

## **Definitions**

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

## **Resolution Procedure**

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

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

- a. At any point in the Informal Resolution Process, should the administrator determine that a formal process is required, they will stop the informal process and inform the complainant and respondent in writing.
- b. The complainant may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.

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

10. Step 2 – Formal Complaint Process

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

11. Step 3 – Formal Resolution Process

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

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

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

- e. Where there is an investigation, the investigation shall be conducted as soon as is reasonably possible and shall be completed in twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.
- f. Participation in mediation or an alternative dispute resolution process (per Article E.2.11.a.ii) shall not preclude an employee from making a new complaint should the harassment continue or resume following this process.

## Remedies

- 12. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - a. reinstatement of sick leave used as a result of the harassment;
  - b. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - c. redress of any career advancement or success denied due to the negative effects of the harassment;
  - d. recovery of other losses and/or remedies which are directly related to the harassment.
- 13. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- 14. The local and the complainant shall be informed in writing whether there was a finding of harassment, and whether disciplinary action was or was not taken.
- 15. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.

16. If the employer fails to follow the provisions of the Collective Agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

### **Training**

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

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

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

**[Articles E.3 through E.19 have been set aside for future provincial negotiations]**

### **ARTICLE E.20: TEACHER ASSIGNMENTS AND REASSIGNMENTS**

1. General
- a. Teacher assignments, reassignments, and appointments will be carried out in accordance with the *School Act*.
  - b. Annually, a committee comprised of up to five (5) representatives from each of the union, Senior Management and the CVPVPA will meet to review the District staffing process.
    - i. The duties of this committee shall include, but not be limited to, ensuring that the staffing process is transparent, fair and honouring of teacher qualifications, seniority and preference.

- c. The Superintendent or designate, in conjunction with the principal of a school where vacancies exist, shall assess the educational needs of the school and specify the qualifications required to fill each vacancy.
  - d. Principals shall consult with their staffs annually in the spring before determining staffing needs for the following school year, and engaging in the District staffing process.
    - i. Qualifications, distribution of workload, and personal preferences of the teacher shall be taken into consideration before assigning a teacher.
    - ii. Teacher assignments shall not be used for disciplinary purposes.
    - iii. Upon request of a teacher, the principal (or Superintendent's designate in the case of associated professionals) shall meet with the teacher to discuss proposed changes to the teacher's assignment.
  - e. The Board shall provide sufficient support staff, within the limits of available resources, to meet the needs of all students in elementary and secondary schools.
2. Board-Initiated Transfers (Reassignments)
- a. Reassignments will not be made as a punitive measure except as provided for in Article E.2 (Harassment/Sexual Harassment).
  - b. Teacher assignments and reassignments by the Superintendent or designate shall be made in the following order:
    - i. Assignments and reassignments as determined by the Superintendent or designate for the resolution of particular and specific personnel reasons. The reassigned teacher and the president of the Association shall be notified, in writing, of the decision and the reasons for it within three (3) days of determination.
    - ii. All teachers accessing Article G.38 (Return from Leave of Absence)
    - iii. All other teachers, including:
      - teachers returning from leave of absence (except those accessing Article G.38 (Return from Leave of Absence))
      - teachers on the re-engagement list
      - teachers who have been identified as surplus to needs as defined in Article C.24 (Reassignments Resulting from Staff Reductions) or who have volunteered to be downsized
      - teachers granted continuing status under application of Article C.27.8 (Temporary Appointments).
  - c. Teachers pursuant to Article E.20.2.iii. will be placed by suitability per Article C.20.3 (Teaching Security) and seniority.

- d. Nothing in the application Article E.20. shall prevent teachers from making applications to posted positions in Round 1 and Round 2 as outlined in Article E.21 (Teaching Vacancies).
- e. Efforts will be made to meet teachers’ personal preferences for reassignments pursuant to Article E.20; however, it is understood that decisions made pursuant to Articles E.20 shall take into account educational, budgetary, and administrative considerations, including the needs of the school(s) concerned.
- f. Prior to initiating a teacher reassignment, the Superintendent or designate shall:
  - i. consult with the teacher;
  - ii. give consideration to the teacher’s qualifications and preference, professional and personal goals and place of residence, and wherever possible obtain the teacher’s agreement to reassignment;
- g. If a reassignment is necessary after the beginning of the school year, the reassigned teacher may require time free of instruction for classroom planning and school orientation. After consultation with the Superintendent or designate, the reassigned teacher may be granted up to five (5) days free of instruction for this purpose.
- h. The Superintendent or designate will reassign a teacher to a position for which the teacher is qualified, except in the most unusual circumstances.
  - i. When the Superintendent or designate assigns a teacher to a significantly different grade level or subject area, the Superintendent or designate and the teacher shall jointly determine, and the Board shall provide the necessary financial and district staff resources, to ensure adequate professional retraining.

**ARTICLE E.21: TEACHING VACANCIES**

- 1. Positions of special responsibilities, as covered by Article B.25 (Special Salary Allowances), shall be filled by competition. It is understood that the competition may also include applicants from outside the school district.
- 2. It is recognized that all Board-initiated reassignments pursuant to Article E.20 (Teacher Assignments and Reassignments) shall be completed before the application of this Article.
- 3. Teacher applications for vacancies should specify the job which the teacher is applying for, the teacher’s certification, training, and experience with respect to the vacancy, and other information pertinent to the position.
- 4. Posting
  - a. By a date set by the District Staffing Committee, all known continuing vacancies for the subsequent school year shall be posted internally as Round 1 and filled by the best qualified applicants. Any teacher with a continuing appointment interested in any of the

positions shall make application within five (5) calendar days of the posting (not including statutory holidays).

- b. Any continuing position for the following school year which is vacant, after the application of Article E.21.4.a shall be posted internally as Round 2 and filled by the best qualified applicants. Any teacher with a continuing appointment interested in any of the positions shall make application within five (5) calendar days of the posting (not including statutory holidays).
  - c. Any continuing position for the following school year which is vacant after the application of Article E.21.4.b. and prior to June 1<sup>st</sup> shall be posted internally as Round 2 Supplemental and filled by the best qualified applicants. Any teacher with a continuing appointment interested in any of the positions shall make application within five (5) calendar days of the posting (not including statutory holidays).
  - d. Where two (2) or more applicants have equal qualifications pursuant to the application of this Article, the applicant with the greater seniority will be appointed.
  - e. Teachers who apply for postings but are not successful shall be notified, upon request, in writing. Such teachers may request a meeting with the Superintendent or designate to discuss the matter and may be accompanied by a representative of the Association.
  - f. Seconded positions may be posted anytime throughout the year. Secondments enable continuing teachers to apply for temporary positions.
5. Any position which is vacant after the application of Article E.21.4.a., Article E.21.4.b, Article E.21.4.c and Article E.21.4.f or those positions which become available subsequent to June 1<sup>st</sup> for the following school year or after September 1<sup>st</sup> for the current school year, shall be posted/advertised externally as Round 3 for five (5) calendar days (not including statutory holidays) and filled as temporary positions by the best qualified applicant.

## **ARTICLE E.22: QUALIFICATIONS**

- 1. The terms “qualification”, “qualifications” or “qualified” as used in this Agreement are not a synonym for “certification”. “Qualification”, “qualifications”, and “qualified” have a much wider meaning. The words “qualification”, “qualifications” and “qualified” as used in this Agreement are more closely associated with the term “preparation” or “general professional suitability”.
- 2. In this Agreement, “qualification”, “qualifications”, or “qualified” shall take into account the following features:
  - a. certification;
  - b. recent experience in a similar assignment;
  - c. academic preparation, suitability of major and minor subject fields, program concentrations, and subsequent training;
  - d. quality of service as reflected in reports prepared pursuant to Article E.23 (Evaluation of Teacher Performance).



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

#### **ARTICLE E.23: EVALUATION OF TEACHER PERFORMANCE**

1. The purpose of evaluation is to assess teacher performance.
2. An evaluation of a teacher may be conducted in any year in accordance with Article E.23, but in any event not less than once every five (5) years, unless the teacher and Superintendent otherwise agree. A teacher may request that an evaluation be conducted at any time upon written request to the Superintendent. The Superintendent shall, within twenty (20) working days of the receipt of the request, appoint an evaluator to write a report. All teachers new to the district appointed to continuing appointments shall be evaluated during their first year of employment.
3. The criteria to be used in the preparation of evaluation reports pursuant to Article E.23.4 shall be those developed by the Board and the Association and attached to this Agreement as Appendix 'A'.
4. When evaluation is undertaken for the purposes of a report on a teacher, the following shall apply:
  - a. the teacher shall be notified at least one week in advance that an evaluation is to be conducted;
  - b. the evaluator shall discuss with the teacher the process and criteria by which the evaluation shall take place, which shall include:
    - i. a pre-observation conference;
    - ii. a series of observations; and
    - iii. a post-observation conference;
  - c. at the pre-observation conference, the teacher shall be given a copy of the criteria established in accordance with this Agreement, or in the interim the supervisory plan for the school dealing with evaluation criteria; and
  - d. it is recognized that, as required, the teacher shall be provided with a written plan of assistance to improve the teacher's performance. The evaluator shall confer with the teacher to determine the time and resources that may be required to undertake such a program of assistance.
5. An evaluation leading to a report shall be based on a minimum of three (3) classroom visits as well as on the teacher's general performance in the school, consistent with the general criteria referred to in Article E.23.4.c. Such visits shall encompass a minimum of one hundred twenty (120) minutes of classroom observation. For the purposes of Article E.23, "general performance" shall mean the teacher's performance as contemplated in the criteria referred to in Article E.23.4.c.

6. Involvement or non-involvement in extra-curricular activities shall not be commented on in a report. The teacher may request that a letter of reference commenting on the extra-curricular activities be filed with a report.
7. The teacher shall be given a draft copy of the report at least forty-eight (48) hours prior to preparation of the final copy. The teacher shall have the opportunity of meeting with the evaluator to discuss the draft and propose any changes. The teacher may be accompanied by a representative of the Association.
8. Teachers may submit a written commentary on any written report, which shall be attached to and filed with all copies of the report.
9. The report shall indicate any discrepancies between the teacher's assignment and training/experience.
10. Under normal circumstances, an evaluation report shall be completed and delivered to the teacher before the end of the school year in which the evaluation commenced, unless the teacher and evaluator otherwise agree.
11. Nothing in Article E.23 shall preclude:
  - a. any visits to the classroom by the Superintendent or designate at any time;
  - b. an evaluation in which any of the processes or criteria set out in Article E.23.4 are not appropriate due to the nature of the teacher's assignment, e.g. a non-classroom assignment. The evaluator shall seek the agreement of the teacher on a set of processes and/or criteria referred to in Article E.23. Failing agreement, the Superintendent shall establish the processes and/or criteria referred to in Article E.23 and shall notify the president of the Association in writing.
12. The evaluator who begins an evaluation shall be the person who makes the observations, confers with the teacher, and prepares the report in accordance with the provisions of Article E.23.
13. If, prior to the commencement of observations in accordance with this Article, the teacher has an apprehension of bias on the part of the evaluator, the teacher may request a meeting with the Superintendent and a representative of the Association to discuss the teacher's concerns. If a teacher requests an alternative evaluator, the request shall be considered by the Superintendent. If the Superintendent does not grant such a request for an alternative evaluator, the president of the Association shall be informed of the reasons.

**ARTICLE E.24: DISMISSAL FOR PROFESSIONAL INCOMPETENCE**

1. The Board may dismiss a teacher for professional incompetence once the Board has received at least three (3) consecutive reports indicating a less than satisfactory level of teacher performance.
2. Reports referred to in Article E.24.1 shall have been issued in a period of time of not less than twelve (12) calendar months and not more than twenty-four (24) calendar months.

3. Absences on sick leave and other leaves of absence shall not be included in the calculation of the period of time referred to in Article E.24.2. Where the teacher is absent on sick leave or other leave for more than one (1) month, any subsequent evaluation or continuation of an evaluation which has already commenced will not occur for at least one (1) month, or at least two (2) months if the absence is more than six (6) months, or at least three (3) months if the absence is greater than one (1) year. Such a period shall not be included in the calculation of the period referred to in Article E.24.2.
4. The reports shall be written by at least two different evaluators.
5. The three reports referred to in Article E.24.1 shall be reports prepared in accordance with Article E.23.4 (Evaluation of Teacher Performance).

**ARTICLE E.25: NON-DISCRIMINATION**

1. The parties hereto subscribe to the provisions and principles of the *Human Rights Code* of British Columbia, and, without limiting the generality of the foregoing, the employer shall not discriminate against any employee or any applicant to any position.
2. Any written allegation of discrimination within the school district will be investigated by the Superintendent or designate. The complainant will be advised of the results of the investigation.

**ARTICLE E.26: NON-RACIST ENVIRONMENT**

1. The employer and the local do not condone and will not tolerate any expression of racism.
2. Any written allegation of racism within the school district will be investigated by the Superintendent or designate. The complainant will be advised of the results of the investigation.

**ARTICLE E.27: PERSONNEL FILES**

1. All personnel files maintained on each teacher at the district office shall be available to that teacher for examination.
2. Any file on a teacher kept at a school shall be open to the teacher.
3. After receiving a request from a teacher, the Superintendent, in respect of the district file, or the principal of the school, in respect of any school file, shall forthwith grant access to that teacher's file.
4. The Board agrees that no material which is not factual and no material which is irrelevant to the employment of the teacher shall be maintained in personnel files. In the event that the appropriate Board official does not agree to removal of specified material, the teacher may file a grievance under Article A.6 (Grievance Procedure).
5. Employees shall be informed when material critical of the employee is placed in the employee's personnel file, and a copy of the material shall be given to the employee.

**SECTION F: PROFESSIONAL RIGHTS**

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

1. Effective July 1, 2024, the employer shall provide professional development funding not less than one fifth of one percent (0.20%) of the Category 6 maximum step, multiplied by the total teacher FTE in the District, as of September 30 of the previous year.
2. This article replaces only local provisions regarding professional development funding that do not equal or exceed the minimum funding required in Article F.1.1.

*[Articles F.1.3 does not apply in School District No. 71 (Comox Valley)]*

Local Provisions

4. The teacher's share shall be \$21 per teacher with a 0.5 time or greater appointment as of September 30th. The teacher's contribution will be deducted by way of payroll deduction in a manner specified by the Association.

F.1 Transitional Funding – In effect July 1, 2022 to June 30, 2024

5. A Professional Development Fund will be established in an amount equivalent to two hundred ten dollars (\$210.00) per teacher with a 0.5 time or greater appointment as of September 30th. The Board shall contribute ninety percent (90%), and the teacher's share shall be ten percent (10%). The teacher's contribution will be deducted by way of payroll deduction in a manner specified by the Association.

**[Articles F.2 through F.19 have been set aside for future provincial negotiations]**

**ARTICLE F.20: PROFESSIONAL DEVELOPMENT**

1. Professional Development Fund
  - a. The Board and the Association encourage the teachers covered by this Agreement to maintain a high standard of teaching effectiveness. To encourage teachers to remain updated in their techniques and the curriculum, a Professional Development Fund will be established as per F.1. In-service for teachers teaching on call will not be paid from this fund.
  - b. Administrative officers will be eligible to participate in the activities supported by the Professional Development Fund, provided that the Board and the administrative officer make contributions to the Fund consistent with Article F.1.
  - c. The Professional Development Fund is intended to meet the ongoing costs of increasing the knowledge base of teachers and maintaining the relevance of teaching methodologies.
  - d. This fund will not be required to provide resources for curriculum/assessment implementation. Curriculum/assessment implementation expenses are defined as those

relating to the implementation of any new courses or programs mandated by the Board or the Ministry of Education. Timelines for implementation may vary and extend beyond one school year.

- e. The fund shall be administered by the Joint Professional Development Committee using an accounting procedure acceptable to the Board. The fund will operate beginning in July and ending in June. Any surplus shall be added to the fund for the subsequent term, and shall not be considered to reduce the contribution of either party except by agreement.
2. The terms of reference for the joint committee shall be:
    - a. to assist individual teachers, school staffs, local specialists' associations (LSA's), and other groups to identify professional development needs through a needs assessment;
    - b. to assist individual teachers, staffs, LSA's, and other groups to establish professional development objectives for themselves and for the district;
    - c. to assist in designing, implementing, and evaluating professional development programs to meet those needs and objectives;
    - d. to establish procedures and policies for the use of the professional development fund;
    - e. to promote effective communication on professional development matters;
    - f. to administer and distribute the professional development fund;
    - g. to encourage and to fund research initiated by district teachers;
    - h. to ensure that professional development opportunities are distributed as equitably as possible; and
    - i. to act as liaison between the Association and the Board on professional development matters.
  3. Membership of Joint Professional Development Committee
    - a. The membership of the Joint Committee shall be composed of:
      - i. six (6) teachers as determined by the Association, one of whom shall be the committee chair;
      - ii. two (2) administrative officers as determined by the Comox Valley Principal Vice-Principal's Association;
      - iii. one person determined by the Superintendent.
    - b. The president of the Association and a Trustee nominated by the Board may attend meetings of the Committee as non-voting members.

**ARTICLE F.21: PROFESSIONAL AUTONOMY**

1. The Board recognizes and respects the professionalism of the teachers covered by this Agreement. Teachers shall, within the bounds of the prescribed curriculum and consistent with effective educational practice and evaluation criteria as attached in Appendix ‘A’, have individual professional autonomy in determining the methods of instruction, the planning and presentation of course materials, and the evaluation of student development.
2. Nothing in this Article shall preclude the establishment of Board policy on educational matters which are consistent with effective educational practice.

**ARTICLE F.22: SCHOOL ACCREDITATION**

1. School accreditation shall occur as required and as provided for in Ministry of Education guidelines. The full benefit of the targeted funds made available by the Ministry of Education for the assessment process and for implementation shall be directed to the school(s) concerned.
2. It is acknowledged that an internal evaluation for accreditation requires increased clerical time, release time for some teachers, and adequate supplies.
3. The school administration and the Accreditation Steering Committee shall consult with the appropriate district personnel in order to determine the utilization of the targeted funds made available by the Ministry of Education for the purposes of clerical support, teacher release time, and supplies to complete the accreditation.
4. The school administration, the school Accreditation Steering Committee, and the district staff shall consult on the implementation of recommendations arising from the accreditation report. The school administration, with input from the school staff, shall annually review and report to the Board on the progress of implementation of the school growth plan arising from the internal and external accreditation reports.

**ARTICLE F.23: TECHNOLOGICAL CHANGE**

1. Definition

Technological change shall be as defined in the *Labour Relations Code*.

2. Notice and Discussion

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

3. Information

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

- i. the nature of the change;
    - ii. the effective date of the change;
    - iii. the approximate number, type, and location of Association members likely to be affected by the change.
  - b. The Board shall update this information as new developments arise and modifications are made.
4. Consultation
- Once notice of a technological change has been given pursuant to Article F.23.2 of this Agreement, the Board shall consult with the Association on ways in which employees in the bargaining unit who may be affected can adjust to the effects of the technological change. Such discussions shall include:
- a. the provision of training or retraining to one (1) or more employees covered by this Agreement;
  - b. the transfer or reassignment of employees to other assignments.
5. The Board and the Association agree that this Article represents the Agreement between the Board and the Association on technological change, as contemplated by the *Labour Relations Code*.

**ARTICLE F.24: CURRICULUM IMPLEMENTATION**

1. Where new provincially prescribed educational programs or Board-authorized locally developed educational programs are introduced in the district, a Joint Educational Implementation Committee shall be established by the Superintendent under the following membership guidelines:
- a. the Superintendent or designate;
  - b. one (1) Association representative;
  - c. up to one (1) teacher per school or subject level affected, to be elected by the teachers concerned; and
  - d. a number of representatives of the Board.

In any case, the number of teacher representatives shall exceed the number of Board representatives.

2. The Committee shall make recommendations to the Superintendent and the Board with respect to:
- a. the in-service activities needed to prepare teachers;
  - b. resources and materials needed to introduce and support the implementation; and

- c. the timelines for implementation.
- 3. The committee shall determine its own operational procedures.



**SECTION G: LEAVES OF ABSENCE**

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

1. The employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.
2. An employee hired to or on exchange in the district shall accumulate and utilize sick leave credit according to the provisions of the Collective Agreement as it applies in that district.
3. Sick Leave Verification Process
  - a. The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.
  - b. An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within one hundred and twenty (120) days of commencing employment with the new school district.
  - c. The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.

*(Note: Any provision that provides superior sick leave portability shall remain part of the Collective Agreement.)*

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

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

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

- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the *BC Employment Standards Act* for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
3. Compassionate care leave supplemental employment insurance benefits:
 

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

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

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

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

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

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

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

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

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

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

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), current ward, grandchild or grandparent of an employee (including in-law), and
  - b. any person who lives with an employee as a member of the employee's family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.
  3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 "family member" means:
    - a. in relation to an employee:
      - i. a member of an employee's immediate family;
      - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, former ward or guardian or their spouses;
    - b. in relation to an employee's spouse or common-law partner or same-sex partner:
      - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
    - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
  4. Any and all superior provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.

Local Provisions:

5. Leave of absence without loss of pay may be granted for a death of a dependent relative where the dependent relative is not included in the definition of immediate family in accordance with Article G.4.1, to a maximum of three (3) days, depending on the circumstances and the distance

involved. An employee may be granted up to an additional two days of leave with pay, normally based on travel considerations, with the approval of the Superintendent. The employee may be granted up to an additional two days of leave in accordance with Article G.38.

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

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

#### *Implementation:*

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

Note: See also Article G.21 Discretionary Leave.

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

**[Note: Article G.6.1.b applies for the purposes of Article A.10 (Leave for Regulatory Business as per the Teachers' Act) only. Article G.6.1.a and G.6.2 through G.6.8 do not apply in School District 71 (Comox Valley).**

1. b. 'Full employ' means the employer will continue to pay the full salary, benefits, pensions contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.

Elected union officer release

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

## Local Provisions:

### CDTA Leave

11. The Board will retain a member granted leave under G.6.9 on payroll provided that the CDTA/BCTF reimburses the Board for all costs.
12. For the purposes of the calculation of pensionable service, experience credits, sick leave credits, and seniority, the president shall be deemed to be in the full employ of the Board. The president shall inform the Board of the number of days or partial days, if any, that they were absent from presidential duties due to illness. Such days or part days shall be deducted from the president's accumulated sick leave credits.
13. In the event that the Association member granted leave pursuant to Article G.6.9 is unable to fulfill the duties, another member of the Association may be granted additional leave for a period that ends when the incumbent is able to return to work. The Association shall reimburse the Board for the actual cost of the substitute.

### Release Time for Association, and BCTF/CTF Business

14. An employee covered by this Agreement who is a member of a committee or task force of the Association, the BCTF, or the CTF; shall be entitled to release time from instructional duties without loss of pay to carry out the duties involved. Such release from duty shall be granted without loss of pay and shall be granted on the understanding that the Board is reimbursed as follows:
  - a. for the first five (5) days of the leave at the substitute rate; and
  - b. for any days thereafter at the daily rate.
15. Where an employee covered by this Agreement is granted leave under Article G.6.9 and where Articles G.6.11 and G.6.12 do not apply, such leave shall be without loss of pay and the Board is reimbursed as follows:
  - a. for the first five (5) days of the leave at the substitute rate; and
  - b. for any days thereafter at the daily rate.
16. The total number of days leave granted pursuant to Article G.6.14 shall not exceed the following:
  - a. Fifteen (15) days for the chairperson of the Association's bargaining committee for the purposes of preparation for collective bargaining, unless the chairperson is an elected union officer accessing leave under Article G.6.9;
  - b. Five (5) days for other leaves pursuant to Article G.6.14;
  - c. Leave for meetings in direct collective bargaining with the Board or for attendance at arbitration hearings pursuant to Article A.6 (Grievance Procedure) shall be approved beyond the limits set out above.

17. The total number of leaves granted pursuant to G.6.14 and G.6.16 at the same time shall not exceed a number that, in the judgment of the Superintendent, unduly affects the operation of the school(s) concerned.
18. Should the Board be unable to obtain the services of a satisfactory substitute, the request for leave under Article G.6.14 and/or Article G.6.16 will be denied.
19. The Board may consider additional leaves of absence beyond the prescribed days set out in G.6.16.
20. In the event that an employee covered by this Agreement is appointed on a term contract of employment to the administrative staff of the BCTF, leave of absence without pay shall be granted for the duration of those duties. Such leave shall only be granted if the leave of absence commences at the beginning of a school term and ends at the end of a school term.

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

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

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

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

**ARTICLE G.9: TEMPORARY PRINCIPAL / VICE-PRINCIPAL LEAVE**

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

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

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

Teachers granted the following leaves in accordance with the Collective Agreement:

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

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

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

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

**ARTICLE G.12: MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS**

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

[See Article G.30 (Maternity Leave) for leave provisions]

**[Articles G.13 through G.19 have been set aside for future provincial negotiations]**

**ARTICLE G.20: SICK LEAVE**

1. It is recognized that the purpose of sick leave is to provide sick leave benefits as set out in this Article to teachers who are unable to work due to illness of the teacher.
2. Sick leave is earned at the rate of one and one-half (1 ½) days for each month taught by the teacher in the service of the Board.
3. For the purposes of this Article “month taught” shall mean a month in which a teacher has taught.
4. Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.
5. Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
6. There is no maximum to the number of days of sick leave that may be accumulated.
7. Fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. The amount paid to a teacher for sick leave advanced but not earned during a year shall be repaid by the teacher to the Board progressively throughout that school year as per Article G.20.2 above.
8. Teachers commencing employment with the Board during the year shall have available to them the quota of sick leave benefits which would accrue to them for the balance of the school year.
9. Each teacher shall receive on or before October 1<sup>st</sup> an annual accounting of accumulated sick leave.
10. If a teacher ceases to be employed by the Board prior to the end of a school year, any sick leave days which were used but not earned shall be repaid to the Board by the teacher.



11. The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed one hundred twenty (120) days.
12. Teachers may be required to provide an acceptable medical certificate in relation to any absence due to illness.
13. If a teacher resigns or is laid off from the Board's employ and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit upon resumption of a position with the Board of the balance of all sick leave remaining to the teacher's credit at the time of the teacher's resignation or layoff.
14. Should a teacher suffer an injury which results in compensation being paid by the Workers' Compensation Board, or another agency, and the teacher has accumulated sick leave credit, the teacher shall turn over, or cause to be turned over, to the School Board all remuneration paid by the Workers' Compensation Board or other agency for loss of wages. The School Board will pay the teacher so affected normal and regular pay, thus ensuring continuation of all benefits. The difference between the teacher's pay and the compensation payment received by the School Board shall be deducted from the teacher's accumulated sick leave credit.
15. Any leaves granted pursuant to Article G.24 (Medical Examination) shall be deducted from the teacher's accumulated sick leave.

**ARTICLE G.21: DISCRETIONARY LEAVE**

1. Upon application, the Board will grant up to three (3) days leave during the school year to each full-time teacher. For such leave salary will be deducted at the cost of a teacher teaching on call (TTOC). Part-time teachers will be entitled to discretionary leave prorated to the fraction of time they teach. Whenever possible the leave should be taken when convenient to the operation of the school, but will not be unreasonably denied. This leave will not be cumulative.

Leave to extend school holidays will not normally be approved.

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

**ARTICLE G.22: EXAMINATIONS**

1. Leave of absence will be granted, as needed up to one (1) full day without loss of pay, to write examinations which are directly related to the teacher's employment.

**ARTICLE G.23: CONVOCATION**

1. Leave of absence without loss of pay will be granted for a period not exceeding one (1) day to attend a convocation at which the teacher is to receive a degree/diploma from a recognized post-secondary institution.

**ARTICLE G.24: MEDICAL EXAMINATION**

1. Where it is not possible for medical appointments to be made outside of school hours, the following will apply:  
  
Should a teacher be referred by a general practitioner, family doctor, or dentist to a medical or dental specialist or be required to obtain a medical examination by a pension board, leave of absence may be granted.
2. In the event that an appointment of the nature described in Article G.24.1 for a dependent family member is necessary and no one other than the employee can accompany the dependent family member to such an appointment, the provisions of this Article shall apply for up to a maximum of two (2) days per school year.
3. Such leave will be considered to be absence for medical grounds and will be charged against accrued sick leave.

**ARTICLE G.25: ILLNESS IN THE FAMILY**

1. In the event of a confining or incapacitating illness of a member of the employee’s family, where no one other than the employee can provide for the needs of the ill person, the Board may grant up to three (3) days leave of absence without loss of pay per school year depending upon the circumstances and the distance involved.
2. For the purposes of this Article, family shall be defined as spouse, common-law spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, or other dependent relative.

**ARTICLE G.26: PALLBEARER**

1. A teacher will be granted up to one (1) day without loss of pay, depending on the distance involved, to attend a funeral as a pallbearer.

**ARTICLE G.27: JURY AND WITNESS DUTY**

1. Leave of absence will be granted without loss of pay to a teacher required by subpoena to serve on a jury or to give evidence as a witness, but any jury or witness fees received shall be paid to the Board.

**ARTICLE G.28: POLITICAL OFFICE - MP OR MLA**

1. The Board recognizes that a teacher may wish to stand for public office. Leave of absence without pay prior to polling shall be for a prescribed time, in no case longer than two (2) months. Requests for leave of absence prior to polling shall be made to the Superintendent of Schools, who shall assess the impact and make recommendations to the Board.

In the event of election as MP or MLA, the candidate shall request full-time leave which may be granted for a specified period.

**ARTICLE G.29: CONCILIATION OR ARBITRATION BOARD**

1. Leave of absence, with deduction at the rate of pay for a teacher teaching on call (TTOC), shall be granted to attend a meeting called by salary conciliators or a Board of Arbitration, provided that such leave shall be granted to not more than three (3) teachers.

**ARTICLE G.30: MATERNITY LEAVE**

1. Maternity leave without pay will be granted pursuant to Part 6 of the *Employment Standards Act* or in accordance with Article G.30.5, whichever is applicable.

Note: See also Article G.12 (Maternity/Pregnancy Leave Supplemental Employment Benefits) for provisions on supplemental employment benefits.

2. In addition to the provisions of the *Employment Standards Act*, leave of absence without pay will be granted as follows:
  - a. For a stated period of time so that the return to duty will coincide with the commencement of the following term or semester, or following the spring break.
  - b. Where a request for leave in excess of the provisions of the *Employment Standards Act* has been approved, the following conditions will apply:
    - i. A written notice of return to duty must be submitted at least four (4) weeks prior to the day on which the teacher wishes to return; with the exception that
    - ii. Teachers granted leave of absence for the remainder of a school year must notify the Superintendent of Schools in writing, not later than May 1<sup>st</sup> of the year in which leave is granted, of their intention to return to duty in September.
  - c.
    - i. In the case of an incomplete pregnancy, death of the child, or special situations, the teacher may return to duty earlier than provided in the agreed- upon leave.
    - ii. The teacher intending to make an early return to duty will submit a written application and a medical certificate.
    - iii. A terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act* and the provisions of Article G.30.1 shall apply.

3. Extended Maternity

Additional leave of absence without pay to a maximum of two (2) years shall be granted by the Board subject to the following conditions:

- a. The teacher shall have taught at least one (1) year for each additional year of leave requested.

- b. Application for such leave shall be made in writing and shall set out the purpose for which such leave is requested.
  - c. Provided a suitable temporary replacement limited to the term of the leave can be acquired prior to March 1<sup>st</sup> in the calendar year in which the leave is to commence, the teacher shall be entitled to re-employment in the district following completion of the leave. Wherever possible, such employment shall be in a position equivalent to the one held immediately prior to the commencement of the leave.
  - d. No application for such leave shall be considered unless made prior to March 1<sup>st</sup> in the calendar year in which the leave is to commence, except for special reasons.
4. When a teacher has been granted leave pursuant to Article G.30.1, the Board shall pay its share of health and welfare premiums during the period of such leave provided that the teacher pays their normal share of such health and welfare premiums.

**ARTICLE G.31: PATERNITY AND ADOPTION LEAVE**

- 1. The following leaves of absence shall apply:
  - a. One (1) day without loss of pay on the day of birth; plus
  - b. One (1) day without loss of pay if needed within thirty (30) days of the birth.
  - c. On the adoption of a child or in the case of legal guardianship, one parent will be granted leave of absence without loss of pay to a maximum of three (3) days. The length of such leave will be dependent on the circumstances and the distances involved. If both parents are employees and both are required at the adoption of the same child, leave of absence for the second parent will be granted for one (1) day without loss of pay, if needed, within thirty (30) days of the adoption.
- 2. The provisions of Article G.30.1 and Article G.30.2.a (Maternity Leave) shall apply in the case of adoption or legal guardianship of a child under the age of three years, such leave to commence from the date of the arrival of the child in the home.

**ARTICLE G.32: PARENTHOOD LEAVE**

- 1. Upon application, a teacher with a dependent child of less than 5 years of age shall be granted leave of absence without pay for the purposes of caring for the child, consistent with provisions of Article G.30.3, with the exception that to be eligible for parenthood leave the teacher must have completed two years of active service with the Board prior to such application. It is understood that all such leaves must begin and end coincidental with the school term. Such leave shall not be available coincidental with extended maternity leave.

**ARTICLE G.33: LEAVE OF ABSENCE - AS A DELEGATE**

1. Leave of absence without pay, to a maximum of three (3) days, may be granted to a teacher attending a provincial or federal convention subject to availability of a suitable Teacher Teaching on Call (TTOC).

**ARTICLE G.34: SHORT-TERM LEAVE OF ABSENCE**

1. Leave of absence to attend summer sessions at universities outside British Columbia may be granted with or without pay at the discretion of the Board, provided that the teacher continues in the employ of the district for the following school year.

**ARTICLE G.35: LEAVE OF ABSENCE - RESOURCE PEOPLE**

1. The Board recognizes that many of the district’s staff have expertise which is in demand by the Ministry of Education, other school districts and other recognized educational agencies. Provided the time requested by other agencies does not interrupt unduly the educational programs of this school district, the Board will approve such leave. The agency using the services will be charged at substitute rate, regardless of whether or not the substitute is required.

**ARTICLE G.36: LEAVE OF ABSENCE - OTHER REASONS**

1. Additional leave of absence beyond that specifically provided may be granted by the Board at their discretion, in which case the rate of deduction, if any, will be set by the Board at that time.

**ARTICLE G.37: EDUCATIONAL LEAVE**

1. The Board may grant educational leave on application for the purpose of furthering excellence of instruction in the school district, subject to the conditions outlined in board policy.

Any of the following general activities may be considered to fulfill such purposes:

- i. formal academic training regardless of whether it leads to higher certification;
- ii. studies or programs designed to bring new techniques or educational strategies to the school district;
- iii. to assist established teachers to refresh and advance their knowledge of method, subject matter, or general background for teaching.

**ARTICLE G.38: RETURN FROM LEAVE OF ABSENCE**

1. A teacher returning from leave of absence up to and including one (1) year shall have the right to be reassigned to a reasonably comparable assignment in the same school the teacher was assigned to prior to the leave.
2. A teacher returning from extended leave shall be assigned to a position reasonably comparable to that held prior to the leave.
3. The teacher returning to full teaching duties from a term or terms as president shall be assigned to the position held prior to the release providing it still exists, or, if it no longer exists, to a position equivalent to that position wherever possible.
4. Notwithstanding Article G.38.1, Article G.38.2, and Article G.38.3, a teacher may choose to apply for a posted position pursuant to Article E.21 (Teaching Vacancies).
5. Teachers returning from a leave of absence shall inform the Board in writing by March 1<sup>st</sup> or date mutually agreed upon with the Association.

**SIGNATURES**

Signed at Courtenay, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Carrie McVeigh,  
Secretary Treasurer  
School District No. 71 (Comox Valley)

\_\_\_\_\_  
Karla Neuffer,  
President  
Comox District Teachers' Association

\_\_\_\_\_  
Alison Jones, Senior Manager,  
Labour Relations (Collective Bargaining)  
British Columbia Public School Employers'  
Association

\_\_\_\_\_  
Clint Johnston, President  
British Columbia Teachers' Federation

**LOCAL LETTER OF UNDERSTANDING**

**LOCAL LETTER OF UNDERSTANDING NO. 1: Continuing Appointments under Article 14.8  
(now Article C.27.8)**

THIS LETTER OF UNDERSTANDING made and entered into this 26<sup>th</sup> day of June, 1995

BETWEEN:

THE BOARD OF EDUCATION OF

SCHOOL DISTRICT NO. 71 (COURTENAY)

(hereinafter referred to as the “Board”)

AND:

THE COMOX DISTRICT TEACHERS’ ASSOCIATION

(hereinafter referred to as the “Association”)

IT IS AGREED THAT:

This Letter of Understanding applies to teachers who are granted continuing appointments by virtue of the application of Article 14.8 (now Article C.27.8).

In lieu of claiming other positions based on seniority during the school year, such teachers who accept assignments which terminate during the school year will be laid off at the expiration of the assignment and have rights of re-engagement or of severance pay pursuant to Article 15 (now Article C.20).

Teachers on the re-engagement list will be offered positions as they become available and for which they are suitable (Articles 15.4 and 11.2.2 – now Articles C.20.3 and E.20.2.b – as applicable) in order of greatest to least seniority.

Teachers on the re-engagement list have full access to their employment rights including the year-end posting and filling process (Articles 11 and 13, now Articles C.26.11 and C.26.13).

Signed at Courtenay, B.C. this 26<sup>th</sup> day of June, 1995.

FOR THE BOARD OF EDUCATION    FOR THE COMOX DISTRICT  
OF SCHOOL DISTRICT 71 (COURTENAY)    TEACHERS’ ASSOCIATION





CRITERIA	DEFINITIONS	GUIDELINES
<b>II. Evidence of Planning</b>	<p>Planning requires a statement of short- and long-range goals for the curriculum areas in order that objectives for each lesson, unit and learning activity can be established.</p> <p>The planning document(s) also relate(s) objectives to student learning outcomes and student evaluation.</p> <p>The provincial curriculum guides provide resource manuals for this process.</p>	<ol style="list-style-type: none"> <li>1. develops long-range plans: e.g. units, yearly plans, scope and sequence, objectives</li> <li>2. adheres to provincial and local curricula</li> <li>3. maintains short-range plans: e.g. day plan, lesson plan</li> <li>4. demonstrates instructional planning, e.g. identification of strategies that will meet course objectives</li> </ol>
<b>III. Instructional Process and Skills</b>	<p>Instructional process and skill provide structured learning experiences through teacher planning and decision-making.</p>	<ol style="list-style-type: none"> <li>1. targets instruction to appropriate level of difficulty</li> <li>2. instructs to clearly-defined goals and objectives</li> <li>3. demonstrates clarity of presentation</li> <li>4. monitors learning</li> <li>5. provides for student motivation</li> <li>6. defines student expectations clearly</li> <li>7. identifies and provides for individual differences</li> <li>8. provides for closure</li> <li>9. selects and uses strategies to respond to the variety of learning styles</li> <li>10. utilizes effective questioning techniques that reflect both the instructional objectives and the ability levels of the students</li> </ol>
<b>IV. Assessment and Evaluation – Student Progress</b>	<p>Assessment and evaluation provide continuous feedback on student strengths and weaknesses to all concerned with student progress.</p>	<ol style="list-style-type: none"> <li>1. clearly defines evaluation criteria for students</li> <li>2. assesses student progress on a regular and frequent basis</li> <li>3. plans assessment that provides for differences of individuals and of groups</li> <li>4. designs and interprets tests appropriately</li> <li>5. evaluates student growth and achievement in line with objectives of program</li> <li>6. MARKS TESTS, ASSIGNMENTS AND PROJECTS ACCORDING TO CRITERIA OF CLEARLY UNDERSTOOD ACCEPTABLE LEVELS</li> </ol>

		<p>7. ADHERES TO DEPARTMENT AND SCHOOL POLICIES AND PROCEDURES WITH RESPECT TO ASSESSMENT AND EVALUATION OF STUDENT PROGRESS</p> <p>8. MAINTAINS A SYSTEM OF ACCOUNTABILITY FOR STUDENT PROGRESS AND COMPLETION OF ASSIGNMENTS</p> <p>9. REGULARLY PROVIDES TO STUDENTS FEEDBACK ON PERFORMANCE</p> <p>10. MAINTAINS APPROPRIATE WRITTEN RECORDS</p> <p>11. MAINTAINS OPEN CHANNELS WITH PARENTS REGARDING STUDENT PROGRESS</p> <p>12. REPORTS REGULARLY TO PARENTS ON STUDENT PROGRESS</p>
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<b>CRITERIA</b>	<b>DEFINITIONS</b>	<b>GUIDELINES</b>
<b>V. Classroom Management, Discipline, and Climate</b>	Classroom management, discipline, and climate are the establishment of and adherence to a set of expectations for teacher and student behaviours that maximize opportunities for ordered learning to occur.	<ol style="list-style-type: none"> <li>1. defines and adheres to a clear set of classroom rules, routines and procedures consistent with school practices</li> <li>2. emphasizes academic goals and/or achievement</li> <li>3. sets high expectations for students</li> <li>4. facilitates student involvement and participation</li> <li>5. facilitates smooth transition from one activity to another, with attention to appropriate pace</li> <li>6. defines appropriate behaviour and consequences</li> <li>7. monitors student behaviour</li> <li>8. responds effectively to unanticipated interruptions</li> <li>9. actively promotes positive student-to-teacher and student-to-student interaction</li> <li>10. builds group cohesiveness and consensus</li> <li>11. accepts, clarifies and supports students' ideas</li> <li>12. monitors student work habits</li> </ol>
<b>VI. Classroom Environment</b>	Classroom environment is the optimal adjustment of the physical environment to facilitate and sustain interest, guidance and	<ol style="list-style-type: none"> <li>1. adjusts the physical environment and equipment to accommodate variety in the learning situation</li> <li>2. provides facilities for displays, exhibit books and student work</li> </ol>

	motivation for learning in safe, comfortable conditions.	<ol style="list-style-type: none"> <li>3. attends to conditions that affect health and safety of students</li> <li>4. organizes and arranges classrooms so as to facilitate learning and minimize disruptions</li> </ol>
<b>VII. Professional Development</b>	Professional development is the building and the strengthening of a teacher’s knowledge, understanding and skills through out-of-class experiences that improve the quality of teaching	<ol style="list-style-type: none"> <li>1. participates in the development, implementation, and/or review of school policies and procedures as brought forth at staff meetings and to be decided upon by staff vote</li> <li>2. participates in the development, implementation and/or review of philosophy and goals statement at staff meetings</li> <li>3. maintains positive professional rapport with colleagues</li> <li>4. keeps self up-to-date in areas of specialization and in general trends in education</li> <li>5. takes advantage of in-service education opportunities</li> <li>6. shares ideas, materials, and methods with professional colleagues</li> </ol>
<b>VIII. Conclusion</b>	The conclusion to the teacher evaluation report consists of: <ol style="list-style-type: none"> <li>a) a summative statement stemming from criteria II through VIII collected data</li> <li>b) a list of strengths observed and, if appropriate, recommendations for continued growth, and</li> <li>c) an evaluative statement as the last sentence.</li> </ol>	All data collected and analyzed

**LETTERS OF UNDERSTANDING/INTENT  
LETTER OF UNDERSTANDING NO. 1**

**BETWEEN**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

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

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

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

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

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

### **Housekeeping – Form Issues**

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

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

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

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

1. Determination of Salary
  1. *Placement on Scale*
  2. *Salary Review*

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



19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

### **Section C – Employment Rights**

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

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

1. Teacher Workload
  1. *Class Size*
  2. *Class Composition*
2. Inclusion
  1. *Urgent Intervention Program or similar*
  2. *School Based Team*
3. Professional Teaching Staff Formulas including advisory committees
4. Hours of Work
  1. *Duration of School Day*
  2. *Instructional Time*
  3. *Extended Day; Alternate Calendars e.g. Four Day Week*
5. Preparation Time
6. Regular Work Year for Teachers, School Calendar, Year Round Schools, Staggered Part Day Entries

7. Closure of Schools for Health or Safety Reasons
8. Supervision Duties, Duty Free Lunch Hour, Noon Hour Supervision
9. Availability of Teacher on Call
10. Teacher on Call Working Conditions
11. Mentor/Beginning Teacher Program, Student Teachers, Beginning Teacher Orientation
12. Child Care for Work Beyond Regular Hours, Day Care
13. Home Education, Suspended Students, Hospital/Homebound Teachers
14. Non-traditional Worksites, e.g.
  1. *Distributed Learning*
  2. *Adult Education*
  3. *Storefront Schools*
  4. *Satellite School Programs*
15. Technological Change, Adjustment Plan – Board Introduced Change
16. Hearing and Medical Checks, Medical Examinations, Tests, Screening for TB
17. Teacher Reports on Students, Anecdotal Reports for Elementary Students, Parent Teacher Conference Days

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

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

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

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

6. Responsibilities – Duties of Teachers

**Section G – Leaves of Absence**

1. Sick Leave, Sick Leave Portability, Preauthorized Travel for Medical Services Leave
2. Maternity and Parental Leave and Supplemental Employment Benefits Plan
3. Short Term Paternity Leave and Adoption Leave
4. Jury Duty and Appearances in Legal Proceedings
5. Educational Leave and Leave for Exams
6. Bereavement/Funeral Leave
7. Leave for Family Illness, Care of Dependent Child or Relative, Emergency or Long Term Chronic Leave, Compassionate Care Leave
8. Discretionary Leave, Short Term General Leave and Personal Leave
9. Leave for Elected Office and Leave for Community Services
10. Worker’s Compensation Leave
11. Leave of Absence Incentive Plan
12. Religious Holidays
13. Leave to Attend Retirement Seminars
14. Leave for Communicable Disease
15. Leave for Conference Participation
16. Leave for Competitions
17. Leave for Teacher Exchange
18. Secondment and Leave for external employment
19. Leave for University Convocations, Leave for graduation, Exams
20. Leave for Special Circumstances including: Citizenship, Marriage, Weather Leaves
21. Leave for Blood, Tissue and Organ Donations, Leave for Bone Marrow, Cell Separation Program Participation
22. Miscellaneous Leaves with cost

**January 22, 2021 - Provincial Matters**

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

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

**Housekeeping – Form Issues**

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

**Section A – The Collective Bargaining Relationship**

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

**Section B – Salary and Economic Benefits**

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

### **Section C – Employment Rights**

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

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

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

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

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

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

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

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

### **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.

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

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

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

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

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

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

**Concerning Selection of Administrative Officers**

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

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

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

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

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

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

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

Teacher Assistants:

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

Professional Development:

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

Signed this 23rd day of April 1997.

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

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

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

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



**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

**Between**

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

**And**

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

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

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

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Not applicable in SD71 (Comox Valley)

**LETTER OF UNDERSTANDING No. 3.b**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Section 27.4 Education Services Collective Agreement Act**

Not applicable in SD 71 (Comox Valley)

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Indigenous Peoples**

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

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

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

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

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

**1. Remote Recruitment & Retention Allowance:**

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of \$2,761 effective July 1, 2022 upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.
- b. All employees identified will receive the annual recruitment allowance of \$2,761 effective July 1, 2022 as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.
- c. The allowance will be paid as a monthly allowance.

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

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

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

The committee will review:

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

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

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

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

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

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

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

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



## LETTER OF UNDERSTANDING No. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

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

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

**LETTER OF UNDERSTANDING No. 7**

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates their employment from the porting district or receives a full leave of absence from the porting district.
2. The requirement for the teacher to initiate the sick leave verification process (90 days\* from the initial date of hire) and the seniority verification process (within 90 days\* of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

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

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

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

**LETTER OF UNDERSTANDING No. 8**

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed March 26, 2020

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

**LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Provincial Extended Health Benefit Plan**

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

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

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

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

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

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

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

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



**Appendix A to Letter of Understanding No. 9**

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

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

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

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

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

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

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

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

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

## LETTER OF UNDERSTANDING NO. 11

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

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

Example:

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

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

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

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

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

This constitutes my written notice under LOU No. 16(c) of the Collective Agreement that I, \_\_\_\_\_ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including June 30, \_\_\_\_\_) to that of the applicable previous local Collective Agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective August 31, \_\_\_\_\_.

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

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

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

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

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

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

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

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

This constitutes my written notice under LOU No. 16(c) of the Collective Agreement that I, \_\_\_\_\_ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including November 15, \_\_\_\_\_) to that of the applicable previous local Collective Agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective December 31, \_\_\_\_\_.

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

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

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

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

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

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

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

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

**THEREFORE THE PARTIES AGREE THAT:**

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



### Shared Commitment to Equitable Access to Learning

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

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

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

### Agreement to be Implemented

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

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

4. All language pertaining to learning specialists shall be implemented as follows:
  - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
    - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
    - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
    - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;
    - iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
    - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.

- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
- C. Where a local Collective Agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local Collective Agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).
- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2022-2025 BCPSEA – BCTF provincial Collective Agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

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

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

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

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

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

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

The size of primary classes shall be limited as follows:

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

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

**PART II – CLASS COMPOSITION PROVISIONS**

Implementation of Class Composition Language

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

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

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

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

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

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

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

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

- School District 10 (Arrow Lakes)
- School District 35 (Langley)
- School District 49 (Central Coast)

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

Non-Compliance

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

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

Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

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

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

## LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

The committee will:

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

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

**LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

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

**AND THE**

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

**Re: Cultural Leave for Aboriginal Employees**

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

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

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



## LETTER OF UNDERSTANDING NO. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

### Re: Structural Review Committees

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

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

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

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

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

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

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

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

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

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

**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Benefits Improvements**

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

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

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

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

## LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

The parties therefore agree that:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, to make application to the Office of the Human Rights Commissioner (under section 42 of the *Human Rights Code*) to obtain approval for a "special program" that would serve to attract and retain employees from groups who face disadvantage.
2. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the group(s) the special program is intended to attract and retain.
3. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the position(s) to which the special program application should apply. The parties recognize that a special program application may be in relation to a specific position or program, or an overall hiring objective.
4. They will encourage and assist boards of education and local teachers' unions to include in applications to the Office of the Human Rights Commissioner a request to grant:
  - a. priority hiring rights to applicants from groups who face disadvantage; and
  - b. priority in the post and fill process for employees from groups who face disadvantage.
5. In conjunction with LOU No. 4, the provincial parties will jointly:
  - a. develop communications and training which will support the application for and implementation of special programs in districts; and
  - b. develop an Implementation Guide to share with boards of education and local teachers' unions.

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

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