

# **WORKING DOCUMENT**

**2019-2022**

## **PROVINCIAL AND LOCAL MATTERS AGREEMENT**

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION/  
BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 47 POWELL  
RIVER**

**(The "Employer")**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION/  
THE POWELL RIVER DISTRICT TEACHERS' ASSOCIATION**

**(The "Local")**

**Effective July 1, 2019 to June 30, 2022**

Please note: This is a working document which 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 in S.D. No. 47 (Powell River). In the event of dispute, the original source documents would be applicable.

# TABLE OF CONTENTS

<b>SECTION A</b>	<b>THE COLLECTIVE BARGAINING RELATIONSHIP .....</b>	<b>6</b>
ARTICLE A.1	TERM, CONTINUATION AND RENEGOTIATION.....	6
ARTICLE A.2	RECOGNITION OF THE UNION.....	7
ARTICLE A.3	MEMBERSHIP REQUIREMENT .....	7
ARTICLE A.4	LOCAL AND BCTF DUES DEDUCTION .....	8
ARTICLE A.5	COMMITTEE MEMBERSHIP .....	8
ARTICLE A.6	GRIEVANCE PROCEDURE.....	9
ARTICLE A.7	EXPEDITED ARBITRATION .....	13
ARTICLE A.8	LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS .....	14
ARTICLE A.9	LEGISLATIVE CHANGE .....	15
ARTICLE A.10	LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS' ACT .....	15
ARTICLE A.19	DEFINITIONS .....	16
ARTICLE A.20	INTENTIONALLY LEFT BLANK .....	17
ARTICLE A.21	USE OF SCHOOL FACILITIES / BULLETIN BOARDS .....	17
ARTICLE A.22	INTERNAL MAIL.....	17
ARTICLE A.23	ACCESS TO INFORMATION.....	17
ARTICLE A.24	RESPONSIBILITIES OF THE PARTIES .....	18
ARTICLE A.25	PICKET LINE PROTECTION .....	18
ARTICLE A.26	SCHOOL STAFF REPRESENTATIVES .....	19
ARTICLE A.27	PROFESSIONAL DEVELOPMENT CO-ORDINATOR'S LEAVE .....	19
ARTICLE A.28	SCHOOL STAFF COMMITTEES .....	19
ARTICLE A.29	EXCLUSIONS FROM THE BARGAINING UNIT.....	20
ARTICLE A.30	TEACHER REGULATION BRANCH FEES .....	20
ARTICLE A.31	TEACHER ASSISTANTS .....	20
ARTICLE A.32	NO CONTRACTING OUT .....	20
<b>SECTION B</b>	<b>SALARY AND ECONOMIC BENEFITS.....</b>	<b>21</b>
ARTICLE B.1	SALARY.....	21
ARTICLE B.2	TEACHER TEACHING ON CALL PAY AND BENEFITS.....	24
ARTICLE B.3	SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION.....	25
ARTICLE B.4	EI REBATE .....	25
ARTICLE B.5	REGISTERED RETIREMENT SAVINGS PLAN .....	26
ARTICLE B.6	SALARY INDEMNITY PLAN ALLOWANCE.....	27
ARTICLE B.7	REIMBURSEMENT FOR PERSONAL PROPERTY LOSS .....	27
ARTICLE B.8	OPTIONAL TWELVE-MONTH PAY PLAN.....	28
ARTICLE B.9	PAY PERIODS.....	29
ARTICLE B.10	REIMBURSEMENT FOR MILEAGE AND INSURANCE' .....	29
ARTICLE B.11	BENEFITS .....	30
ARTICLE B.12	CATEGORY 5+.....	32
ARTICLE B.13	BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL PSYCHOLOGISTS' PROFESSIONAL FEES.....	33
ARTICLE B.20	INITIAL/SPECIAL PLACEMENT .....	33
ARTICLE B.21	PLACEMENT ON SCALE.....	34
ARTICLE B.22	INCREMENTS .....	35
ARTICLE B.23	RECLASSIFICATION .....	36
ARTICLE B.24	RATES FOR SUMMER SCHOOL.....	36
ARTICLE B.25	POSITIONS OF SPECIAL ADMINISTRATIVE RESPONSIBILITY.....	37
ARTICLE B.26	PART MONTH AND DAILY ADJUSTMENT RATES FOR TEMPORARY OR CONTINUING APPOINTMENTS.....	38
ARTICLE B.27	PAYMENT BEYOND SCHOOL YEAR .....	38
ARTICLE B.28	ISOLATION ALLOWANCE .....	39

ARTICLE B.29	TEACHER IN CHARGE (During Principal Absence).....	39
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<b>SECTION C</b>	<b>EMPLOYMENT RIGHTS.....</b>	<b>41</b>
ARTICLE C.1	RESIGNATION .....	41
ARTICLE C.2	SENIORITY.....	41
ARTICLE C.3	EVALUATION .....	44
ARTICLE C.4	TTOC EMPLOYMENT .....	45
ARTICLE C.5	LAYOFF, RECALL AND SEVERANCE .....	45
ARTICLE C.20	APPOINTMENT OF TEACHERS .....	49
ARTICLE C.21	EVALUATION OF TEACHER PERFORMANCE.....	50
ARTICLE C.22	DISCIPLINE AND DISMISSAL .....	51
ARTICLE C.23	PROCEDURES FOR DISMISSAL WHEN BASED ON PERFORMANCE.....	52
ARTICLE C.24	PART-TIME LEAVE .....	53
ARTICLE C.25	TEACHERS-TEACHING-ON-CALL (TTOCs) HIRING PRACTICES .....	54
ARTICLE C.26	PART-TIME APPOINTMENTS .....	55
ARTICLE C.27	TTOC EVALUATION .....	55

<b>SECTION D</b>	<b>WORKING CONDITIONS .....</b>	<b>56</b>
ARTICLE D.1	CLASS SIZE AND TEACHER WORKLOAD .....	56
ARTICLE D.2	CLASS COMPOSITION AND INCLUSION .....	58
ARTICLE D.3	NON-ENROLLING STAFFING RATIOS .....	60
ARTICLE D.4	PREPARATION TIME .....	61
ARTICLE D.5	MIDDLE SCHOOLS.....	61
ARTICLE D.6	ALTERNATE SCHOOL CALENDAR.....	62
ARTICLE D.20	HOURS OF WORK AND PREPARATION TIME .....	63
ARTICLE D.21	REGULAR WORK YEAR FOR TEACHERS .....	64
ARTICLE D.22	EXTRA-CURRICULAR ACTIVITIES .....	64
ARTICLE D.23	STAFF MEETINGS.....	65
ARTICLE D.24	TECHNOLOGICAL CHANGE.....	65
ARTICLE D.25	HEALTH AND SAFETY .....	66
ARTICLE D.26	ASSOCIATION INVOLVEMENT IN BOARD BUDGET PROCESS .....	66
ARTICLE D.27	NOON-HOUR SUPERVISION.....	67

<b>SECTION E</b>	<b>PERSONNEL PRACTICES .....</b>	<b>68</b>
ARTICLE E.1	NON-SEXIST ENVIRONMENT .....	68
ARTICLE E.2	HARASSMENT/SEXUAL HARASSMENT .....	68
ARTICLE E.20	PERSONNEL FILES.....	73
ARTICLE E.21	DISCRIMINATION .....	74
ARTICLE E.22	POSTING AND FILLING VACANT POSITIONS (ASSIGNMENTS) .....	74
ARTICLE E.23	TRANSFER OF TEACHERS.....	74
ARTICLE E.24	FALSELY ACCUSED EMPLOYEE ASSISTANCE.....	75
ARTICLE E.25	SCHOOL ACT APPEALS .....	75

<b>SECTION F</b>	<b>PROFESSIONAL RIGHTS.....</b>	<b>76</b>
ARTICLE F.20	PROFESSIONAL DEVELOPMENT .....	76
ARTICLE F.21	PROFESSIONAL AUTONOMY .....	77

<b>SECTION G</b>	<b>LEAVES OF ABSENCE.....</b>	<b>78</b>
ARTICLE G.1	PORTABILITY OF SICK LEAVE .....	78
ARTICLE G.2	COMPASSIONATE CARE LEAVE.....	78
ARTICLE G.3	EMPLOYMENT STANDARDS ACT LEAVES .....	80

ARTICLE G.4	BEREAVEMENT LEAVE .....	80
ARTICLE G.5	UNPAID DISCRETIONARY LEAVE .....	81
ARTICLE G.6	LEAVE FOR UNION BUSINESS.....	82
ARTICLE G.7	TTOCs CONDUCTING UNION BUSINESS .....	84
ARTICLE G.8	TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM.....	85
ARTICLE G.9	TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE .....	85
ARTICLE G.10	TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES...	86
ARTICLE G.11	CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES .....	86
ARTICLE G.20	SICK LEAVE .....	86
ARTICLE G.21	APPROVED SHORT TERM LEAVE .....	88
ARTICLE G.22	LEAVE FOR ELECTIVE OFFICE .....	88
ARTICLE G.23	SUMMER SESSIONS .....	89
ARTICLE G.24	COURT DUTY .....	89
ARTICLE G.25	MATERNITY LEAVE .....	89
ARTICLE G.26	EDUCATIONAL LEAVE.....	90

**SIGNATURES..... 91**

**PROVINCIAL LETTERS OF UNDERSTANDING/INTENT..... 92**

LETTER OF UNDERSTANDING NO. 1 .....	92
Re: Designation of Provincial and Local Matters .....	92
Appendix 1 – Provincial Matters .....	94
Appendix 2 – Local Matters.....	100
LETTER OF UNDERSTANDING NO. 2 .....	105
Re: Agreed Understanding of the Term Teacher Teaching on Call .....	105
LETTER OF UNDERSTANDING No. 3. a .....	106
Re: Section 4 of Bill 27 Education Services Collective Agreement Act .....	106
LETTER OF UNDERSTANDING No. 3.b .....	107
Re: Section 27.4 Education Services Collective Agreement Act .....	107
LETTER OF UNDERSTANDING No. 4 .....	108
Re: Employment Equity – Aboriginal Employees .....	108
LETTER OF UNDERSTANDING No. 5 .....	109
Re: Teacher Supply and Demand Initiatives.....	109
LETTER OF UNDERSTANDING No. 6 .....	114
Re: Article C.2. – Porting of Seniority – Separate Seniority Lists .....	114
LETTER OF UNDERSTANDING No. 7 .....	116
Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts .....	116
LETTER OF UNDERSTANDING No. 8 .....	119
Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List .....	119
LETTER OF UNDERSTANDING No. 9 .....	122
Re: Provincial Extended Health Benefit Plan .....	122
Appendix A to Letter of Understanding No. 9 .....	124
LETTER OF UNDERSTANDING No. 10 .....	126
Re: Recruitment and Retention for Teachers at Elementary Beaverdell and Big White Elementary School .....	126
LETTER OF UNDERSTANDING NO. 11 .....	127
Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District.....	127
TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST – FORM A.....	130
Re: August 31 <sup>st</sup> transfers for TTOC experience accrued up to and including June 30 <sup>th</sup> .....	130
TEACHER NOTICE: LOU 11 - TTOC EXPERIENCE TRANSFER REQUEST - FORM B .....	131
Re: December 31 <sup>st</sup> transfers for TTOC experience accrued up to and including November 15 <sup>th</sup> .....	131
LETTER OF UNDERSTANDING NO. 12 .....	132
Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language .	132

LETTER OF UNDERSTANDING NO. 13 .....	141
Re: Section 53 – Joint Consultation and Adjustment Opportunities .....	141
LETTER OF UNDERSTANDING NO. 14 .....	143
Re: Cultural Leave for Aboriginal Employees .....	143
LETTER OF UNDERSTANDING NO. 15 .....	144
Re: Maternity/Pregnancy Supplemental Employment Benefits .....	144
LETTER OF UNDERSTANDING NO. 16 .....	145
Re: Early Career Mentorship.....	145
LETTER OF UNDERSTANDING NO. 17 .....	146
Re: Potential Grievance Resolution .....	146

**INDEX           147**

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

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

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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2019 to June 30, 2022. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2022 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified-in accordance with this Collective Agreement.
4.
  - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
  - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.

- c. i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
- ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

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

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

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

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

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

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

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

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives. The local will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment of a representative, the superintendent, or designate, and the president or designate of the local may meet and discuss the matter.
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in



order to attend meetings that occur during normal instructional hours. Teacher teaching on call (TTOC) costs shall be borne by the employer.

4. When a TTOC is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the TTOC shall be paid pursuant to the provisions in each district respecting TTOC Pay and Benefits. A TTOC attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the TTOC shall receive a full day's pay.

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

### **1.     Preamble**

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

### **Steps in Grievance Procedure**

#### **2.     Step One**

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

#### **3.     Step Two**

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

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

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

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

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

#### **5. Omitting Steps**

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

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

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

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

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

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

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.

- d. Authority of the Arbitrator:
  - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
  - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
  - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

## **9. General**

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

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

**Local Provisions:**

**ARTICLE A.7 EXPEDITED ARBITRATION**

**1. Scope**

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

**2. Process**

- a. The grievance shall be referred to one of the following arbitrators:
  - i. Mark Brown
  - ii. Irene Holden
  - iii. Chris Sullivan
  - iv. Elaine Doyle
  - v. Judi Korbin
  - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.

- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or to seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

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

1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.

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

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

1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2.
  - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
  - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

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

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

BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. TTOCs shall be paid in accordance with the collective agreement.

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

## **ARTICLE A.19      DEFINITIONS**

1. "Immediate Family"

For purposes of this Agreement an employee's immediate family includes mother, father, brother, sister, spouse (including common-law) and children.

2. "Instructional Time"

For the purposes of uniformity throughout the School District, and to ensure equal opportunity for all students, the Board of Education, pursuant to the School Act and Regulation, recognizes a school day "for instructional purposes" as time spent for:

Instruction of prescribed or authorized Ministry and local curriculum in; a classroom environment with groups or individuals; or any other environment designated for the purposes of such instruction.

"Instructional purposes" shall not include:

- movement time between school instructional settings
- arrival or departure time at or from school instructional settings
- recess time (Grades 8 - 12 only)
- supervisory activities of a non-instructional nature
- extra-curricular activities

or any other activities which would not be normally included within a school's instructional timetable.

3. "Teachers-teaching-on-call"

For the purposes of this Agreement teachers-teaching-on-call are covered under the following Articles: Article A.2 Recognition of the Union, Article A.3 Membership Requirement, Article A.4 Local and BCTF Dues Deduction, Article A.5 Committee Membership, Article A.6 Grievance Procedure, Article A.9 Legislative Change, Article A.25 Picket Line Protection, Article B.2 Teacher teaching on call Pay and Benefits Article C.22 Discipline and Dismissal, Article C.25 Teachers-teaching-on-call Hiring Practices, Article C.27 Teacher-teaching-on-call Evaluation, Article E.1 Non-Sexist Environment,



Article E.2 Harassment / Sexual Harassment, Article E.20 Personnel Files and Article E.21 Discrimination.

4. “Temporary Teachers”

For purposes of this Agreement temporary teachers are covered by all clauses except Article G.25.2 Extended Maternity Leave.

5. “School Staff Committee”

For the purposes of this Agreement, a School Staff Committee may be comprised of all employees of the Board assigned to that worksite.

**ARTICLE A.20 INTENTIONALLY LEFT BLANK**

[Note: See Article G.6 Leave for Union Business]

**ARTICLE A.21 USE OF SCHOOL FACILITIES / BULLETIN BOARDS**

1. The Association shall have the right to use school facilities and equipment upon prior approval of the Principal for meetings and other Association activities where such use does not conflict with other scheduled activities. Any additional costs will be borne by the Association.
2. The Association shall have the right to post notices of activities and matters of Association concern on staff room bulletin boards.

**ARTICLE A.22 INTERNAL MAIL**

The Association shall have access to the district mail service and school mail boxes, free of charge, for communication to bargaining unit members. Bulk material may have to be paid for by the Association.

**ARTICLE A.23 ACCESS TO INFORMATION**

The Board agrees to furnish to the Association:

1. employee information including a list of employees, showing their names, addresses and phone numbers if provided by the employees, grid placement, numbers of employees covered under the benefit plans by category, seniority and staff assignment as at September 30th by October 31st;

2. notifications of job postings, transfers, hirings, resignations, retirements, employee deaths, discharges, and suspensions as they occur; and
3. agendas and minutes of all open Board meetings and all attachments thereto when available to the public.
4. the Board agrees to notify the Association, within fifteen (15) days, of any Letters of Permission applied for by the Board.

## **ARTICLE A.24 RESPONSIBILITIES OF THE PARTIES**

1. Both the Association and Board shall instruct its members and representatives that they are required to know, apply and abide by the terms of the Agreement. For this reason, the Board shall print and provide copies of the Agreement to the Association for distribution to each Employee covered by the Agreement.
2. Employees new to the staff of the Board shall be entitled to receive an orientation provided by the Board and Association. This shall occur sometime during September of each year.
3. The orientation will be designed to acquaint employees with the basic operation of the school district and the school(s) as well as each parties' rights and responsibilities under the Collective Agreement.

## **ARTICLE A.25 PICKET LINE PROTECTION**

1. All employees covered under this Agreement shall have the right to refuse to cross or refuse to work behind a picket line as defined by the Labour Relations Code. Any employees failing to report for duty for this reason shall be considered to be absent without pay.
2. Failure to cross a picket line encountered in carrying out Board business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action by the Board.
3. The Board shall not request, require, nor direct teachers covered under this Agreement to do work or carry out duties normally performed by employees engaged in a strike, or locked out, nor shall the Board direct teachers to request pupils to carry out such duties.

## **ARTICLE A.26 SCHOOL STAFF REPRESENTATIVES**

School Staff Representatives, elected in accordance with Association procedures, shall be relieved of duties with no loss of pay as follows:

1. one representative will be allowed, where requested by a teacher, to be present at a meeting held for disciplinary purposes called by a Principal/Vice Principal regarding a teacher in the school or district, and
2. one representative will be allowed to participate in a grievance if called to appear by the Joint Grievance Committee.

## **ARTICLE A.27 PROFESSIONAL DEVELOPMENT CO-ORDINATOR'S LEAVE**

1. The Board hereby agrees to provide a leave of absence for the Professional Development Co-ordinator from their teaching assignment, as required by the Association, upon request of the Association for up to 0.3 of a full-time assignment.

Such leave will be provided, subject to the availability of a suitable replacement according to the Superintendent.

2. The Board will pay the Co-ordinator (a fee for service as set by the Association), and provide benefits as specified in the Agreement. The Association will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.
3. For purposes of pension (subject to the Pension Act), the Co-ordinator shall be deemed to be employed by the Board.
4. Seniority shall only accrue if the Co-ordinator holds a continuing position with the District.
5. If the Co-ordinator does not have continuing status, these days shall not be counted as temporary days toward conversion, but will be retroactive upon converting to continuing.

## **ARTICLE A.28 SCHOOL STAFF COMMITTEES**

1. The Board and the Association recognize the importance of the consultative approach to education and encourage schools to organize staff committees to discuss matters affecting the worksite.
2. Where a school teaching staff so decides, there shall be established a recognized staff committee in each school.
3. The school staff representative and one (1) school administrator shall be members of the committee.
4. The terms of reference and processes for the committee will be determined by consensus by September 30<sup>th</sup> of each school year.

## **ARTICLE A.29 EXCLUSIONS FROM THE BARGAINING UNIT**

1. The Board and the Association agree that Association positions currently included in this Agreement and covered by the Certificate of Bargaining Authority will remain in the bargaining unit.
2. The Board shall notify the Association of all new teaching positions offered in the District and submit to the local Association offices a written job description of the new teaching position(s).
3. Newly created teaching positions shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.

## **ARTICLE A.30 TEACHER REGULATION BRANCH FEES**

1. The Board agrees to honor the written assignment of employees to deduct and forward annual fees to the Teacher Regulation Branch.
2. Such written assignment must be received by October 1st of each year. Late submissions will not be accepted.

## **ARTICLE A.31 TEACHER ASSISTANTS**

1. All teacher assistants employed by the Board to assist teachers in carrying out their responsibilities and duties under the School Act and Regulations shall be assigned to classes and/or students by the Principal and shall be assigned specific duties by the teacher during the designated periods of time. Teachers shall not assume employment supervision responsibilities for teacher assistants.
2. Teacher assistants shall not assume the instructional duties and responsibilities of teachers pursuant to School Act Section 17(1), 17(2), and School Regulation 4.
3. Teacher assistants shall not assume whole class instructional responsibilities when a teacher is absent from the classroom but may continue small group instructional assistance as specified by the teacher.

## **ARTICLE A.32 NO CONTRACTING OUT**

All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit. Except as mutually agreed upon between the Board and the Union, the Board shall not contract out classroom duties of the type and kind that normally or regularly would be performed by a teacher.

## **SECTION B      SALARY AND ECONOMIC BENEFITS**

### **ARTICLE B.1              SALARY**

The local salary grids are amended to reflect the following general wage increases:

- a.      Effective July 1, 2019 – 2% adjustment to the Local Salary Grids
  - b.      Effective July 1, 2020 – 2% adjustment to the Local Salary Grids
  - c.      Effective July 1, 2021 – 2% adjustment to the Local Salary Grids
2.      Teachers employed on the date of ratification and who were employed on July 1, 2019 shall receive retroactive payment of wages to July 1, 2019.

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

3.      The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c above:
- a.      Department Head
  - b.      Positions of Special Responsibility
  - c.      First Aid
  - d.      One Room School
  - e.      Isolation and Related Allowances
  - f.      Moving/Relocation
  - g.      Recruitment & Retention
  - h.      Mileage/Auto not to exceed the CRA maximum rate
4.      The following allowances shall not be adjusted by the increases in B.1.1.a, b, and c above:
- a.      Per Diems
  - b.      Housing
  - c.      Pro D (unless formula-linked to the grid)
  - d.      Clothing
  - e.      Classroom Supplies
5.      Provide for a one percent (1%) increase to the top step of the salary grid effective July 1, 2020.

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

**Local Provisions:**

Salary Schedule

4. No teacher presently on staff shall incur a reduction in salary because of the implementation of this Agreement.
5. Salary Schedule

**Effective July 1, 2019 – June 30, 2020**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
<b>0</b>	\$ 49,438	\$ 54,680	\$ 58,262	\$ 59,520
<b>1</b>	\$ 51,592	\$ 57,279	\$ 61,076	\$ 62,411
<b>2</b>	\$ 53,747	\$ 59,879	\$ 63,890	\$ 65,299
<b>3</b>	\$ 55,900	\$ 62,479	\$ 66,705	\$ 68,190
<b>4</b>	\$ 58,054	\$ 65,078	\$ 69,519	\$ 71,080
<b>5</b>	\$ 60,208	\$ 67,679	\$ 72,333	\$ 73,969
<b>6</b>	\$ 62,362	\$ 70,278	\$ 75,149	\$ 76,860
<b>7</b>	\$ 64,515	\$ 72,878	\$ 77,963	\$ 79,750
<b>8</b>	\$ 66,669	\$ 75,478	\$ 80,777	\$ 82,639
<b>9</b>	\$ 68,823	\$ 78,077	\$ 83,592	\$ 85,529
<b>10</b>	\$ 73,107	\$ 83,097	\$ 88,998	\$ 91,073

**Effective July 1, 2020 – June 30, 2021**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 50,427	\$ 55,774	\$ 59,428	\$ 60,710
<b>1</b>	\$ 52,623	\$ 58,425	\$ 62,297	\$ 63,659
<b>2</b>	\$ 54,822	\$ 61,077	\$ 65,168	\$ 66,605
<b>3</b>	\$ 57,018	\$ 63,729	\$ 68,039	\$ 69,554
<b>4</b>	\$ 59,215	\$ 66,380	\$ 70,910	\$ 72,501
<b>5</b>	\$ 61,412	\$ 69,033	\$ 73,780	\$ 75,449
<b>6</b>	\$ 63,609	\$ 71,684	\$ 76,651	\$ 78,397
<b>7</b>	\$ 65,805	\$ 74,336	\$ 79,522	\$ 81,345
<b>8</b>	\$ 68,003	\$ 76,988	\$ 82,392	\$ 84,292
<b>9</b>	\$ 70,200	\$ 79,638	\$ 85,264	\$ 87,240
<b>10</b>	\$ 75,301	\$ 85,590	\$ 91,668	\$ 93,805

**Effective July 1, 2021 – June 30, 2022**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 51,436	\$ 56,889	\$ 60,616	\$ 61,925
<b>1</b>	\$ 53,676	\$ 59,593	\$ 63,543	\$ 64,932
<b>2</b>	\$ 55,918	\$ 62,298	\$ 66,471	\$ 67,937
<b>3</b>	\$ 58,158	\$ 65,003	\$ 69,400	\$ 70,945
<b>4</b>	\$ 60,400	\$ 67,707	\$ 72,328	\$ 73,951
<b>5</b>	\$ 62,640	\$ 70,413	\$ 75,256	\$ 76,958
<b>6</b>	\$ 64,881	\$ 73,117	\$ 78,184	\$ 79,965
<b>7</b>	\$ 67,121	\$ 75,822	\$ 81,112	\$ 82,972
<b>8</b>	\$ 69,363	\$ 78,527	\$ 84,040	\$ 85,978
<b>9</b>	\$ 71,604	\$ 81,231	\$ 86,969	\$ 88,984
<b>10</b>	\$ 76,807	\$ 87,302	\$ 93,501	\$ 95,681

## **ARTICLE B.2      TEACHER TEACHING ON CALL PAY AND BENEFITS**

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

### **Local Provisions**

7. For the purpose of this article, “consecutive days” are exclusive of statutory holidays and Pro-D Days, but shall not be broken where a professional development day or a statutory holiday falls within the assignment.
8. Experience Recognition

For increment purposes only, teachers substituting shall accumulate teaching days for credit, with eighteen (18) days of substitute teaching equaling one (1) month of experience.

[Note: Effective September 19<sup>th</sup>, 2014, teacher-teaching-on-call experience credit and increments will be accrued in accordance with Article C.4 (Teacher Teaching on Call Employment). See also Letter of Understanding No. 16.]



9. Non-Instructional Days

Non-instructional days occurring during an assignment shall count as a day of work if the teacher-teaching-on-call's presence is required by an Administrator.

10. Call-Out

- a. A teacher- teaching-on-call reporting to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.
- b. A teacher- teaching-on-call reporting to a school for a part day and not utilized or utilized for only a portion of the part day shall be paid for a part day.
- c. Part days shall be paid at the rate of:
  - 60 percent for a.m. – Elementary
  - 40 percent for p.m. – Elementary
  - 50 percent for a.m. – Secondary
  - 50 percent for p.m. – Secondary

11. The Board shall pay to each teacher- teaching-on-call, at least semi-monthly, all wages earned for the pay period, inclusive of allowances in lieu of benefits.

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

**PCA Article B.3 does not apply in School District No. 47 (Powell River).**

**ARTICLE B.4 EI REBATE**

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

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

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

9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

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

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

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

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

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

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.

5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including their interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
8. Interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

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

**Article B.9.1 through B.9.3 does not apply in School District No. 47 (Powell River).**

### **Local Provisions:**

4. Teachers shall be paid an annual salary, payable in ten (10) equal instalments, not later than the last business day of each month except July and August.
5. All remuneration of teachers will be by automatic payroll deposits to a local financial institution and a mid-month advance will be provided as follows:
  - a mid-month advance will be paid on the 15<sup>th</sup> or the first business day preceding:
  - the advance is based on approximately 40% of the current month net pay.

## **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, 2019</b>	\$ 0.56	c/Km
<b>Effective July 1, 2020</b>	\$ 0.57	c/Km
<b>Effective July 1, 2021</b>	\$ 0.58	c/Km

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

**PCA Article B.10.4 is not applicable in SD. No. 47 (Powell River).**

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

**ARTICLE B.11      BENEFITS**

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

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

**Local Provisions:**

5. The Board agrees to pay its share of the cost of benefits for all full-time teachers while they are in receipt of salary under this Agreement.

Subject to the terms of the individual benefits plans, part-time teachers employed forty percent (40%) or more shall be entitled to the benefit provisions of this article in the same manner as full-time teachers. Part-time teachers employed less than forty percent (40%) shall not be entitled to benefits.

Participation in the benefit plans shall be compulsory for all continuing and temporary teachers save and except when the employee has similar coverage under another plan for the medical services, extended health or dental plans.

Teachers whose spouses have coverage with the Board under this clause or an alternative benefit plan shall not be entitled to duplicate coverage. Where both spouses are members of the bargaining unit, this restriction does not apply to the Extended Health Benefits Plan.

6. Medical Insurance

Teachers may participate in the B.C. Medical Plan effective upon appointment. The costs of such membership shall be borne ten percent (10%) by the teacher concerned and ninety percent (90%) by the Board.

7. Group Life Insurance

Participation in the BCTF/BCSTA Group Life Plan "A" is a condition of employment for all teachers appointed on or after September 1, 1962. Ninety percent (90%) of the premium will be paid by the Board.

8. Dental Care Plan

Teachers may participate in a Dental Care Plan underwritten by a mutually agreed upon benefits provider, the cost of which will be borne ten percent (10%) by the teacher concerned and ninety percent (90%) by the Board with coverage as described below:

- Part 1 a. 100% of dental fee (basic)
- Part 2 b. 50% of dental fee (crowns, bridges, dentures). Effective July 1, 2018, Part 2 b. coverage is per the provincial minimum.
- Part 3 c. 50% of dental fee (orthodontic) with a maximum lifetime benefit of \$1,500 per family member. Effective July 1, 2015, Part 3 c. coverage and lifetime limit are per the provincial minimums.

9. Long-term Disability Salary Continuance Plan

Pursuant to the regulations of the BCTF Salary Indemnity Plan, the Board will participate by deducting and forwarding appropriate premiums to the BCTF.

10. Medical Insurance, Extended Health Benefits, Group Life Insurance and Dental Plan

- a. The Board and the teacher shall continue to contribute their respective share of the cost of maintaining all the above fringe benefits during the

period the teacher is on medical leave of absence. The period of coverage shall not exceed two (2) years following the expiry of statutory sick leave.

- b. The Board shall administer the BCTF Optional Term Life Insurance Plan by deducting the monthly premium from those teachers participating in the plan.

11. Benefit Plan Information and Changes

- a. The Board shall provide the Teachers' Association with a copy of the current policy in effect for each of the teacher benefit plans and shall provide the Association with a copy of any financial/actuarial statements for those benefit plans at the time that they are provided to the Board.
- b. The Board shall not seek to alter or amend the coverage under these plans without mutual consent.
- c. The Board shall not change carriers without prior consultation.

**ARTICLE B.12 CATEGORY 5+**

1. Eligibility for Category 5+

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

2. Criteria for Category 5+

- a. The eligibility requirements pursuant to Article B.12.1 must not have been used to obtain Category 5.



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

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

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

**ARTICLE B.20 INITIAL/SPECIAL PLACEMENT**

1. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, and in accordance with years of experience as determined by this contract.
2. At the time of appointment, the Board shall advise the teacher, in writing, of the documentation required to establish initial scale placement, the requirements to advise the Board if any delay is expected in meeting the deadlines and the procedures of re-designation and appeal of any decision with respect to scale placement.
3. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within three (3) months of commencement of employment or change in categorization or certification. The teacher shall be responsible for advising the Board, in writing, of delays which occur in obtaining the documentation, necessitating an extension of the time limits.

4. The Board shall not refuse a request for extension of the time limits but in any case not later than an additional three (3) months. The Board shall advise the teacher when any documentation has not been received and shall pursue the matter with the teacher.
5. The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.
6. In the event that a teacher wishes to appeal their placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Superintendent for adjustment.
7. Upon receipt of documentation which establishes a salary category different from that in which the employee was initially placed, a salary adjustment shall be effective retroactive to the time of initial placement provided that the documentation is provided within the three (3) months mentioned in Article B.20.3 or extended under Article B.20.4.
8. Special Placement:

Persons holding Letters of Permission shall be placed on the first step of category 4 or on the first step of a higher category according to years of formal education beyond Grade 12. Related experience, if applicable, shall be granted in accordance with the provisions of Article B.22 of this Agreement.

## **ARTICLE B.21 PLACEMENT ON SCALE**

1. Except as otherwise provided, the placement of each teacher upon the schedule shall be in accordance with the teacher's qualifications as most recently determined by the Teacher Regulation Branch and the Teacher Qualification Service but allowing full credit for total certified teaching experience in:
  - a. the public schools of any province or territory of Canada, U.S.A., the British Commonwealth and such other countries as may be agreed upon by the Joint Grievance Committee, including federally funded schools administered by the Department of National Defense or the Department of Indian Affairs and Northern Development;
  - b. Canadian private schools where such schools have a curricular and methodological basis similar to Canadian public schools;
  - c. universities and colleges recognized by the Association of Universities & Colleges of Canada and on the basis of course

equivalency to the University of British Columbia where each full U.B.C. course (3 units) will be the equivalent of 2 (two) months' teaching experience.

2. Recognition of previous teaching experience shall be dependent upon the teacher producing satisfactory documentation to the School Board Office within the first six months of employment. Beyond demonstrated administrative error, no retroactive adjustments shall be made beyond September 1st, 1988 or after the first six months of employment.

## **ARTICLE B.22      INCREMENTS**

1. Increments shall be applied on the first month following the month in which a year's aggregate experience is earned.
2. Where a teacher is placed on a probationary appointment they may not receive automatic salary increments in accordance with subsection (a) of this section until the appointment becomes a continuing contract.
3. Where a teacher is at the maximum of their scale and is placed on a probationary appointment, they may have one increment withdrawn on the following September 1st and may not have the increment reinstated until the appointment becomes a continuing contract, provided that this subsection does not contravene any present or future provisions of the School Act.
4. In any case where an increment is to be withheld pursuant to Article B.22.2 or withdrawn pursuant to Article B.22.3, the Board will inform the teacher concerned and the Agreements Committee of the Association in writing within 15 days. Any teacher whose increment has been withheld or withdrawn may appeal directly to the Joint Grievance Committee.

Any loss of salary shall be made good if an appeal is successful.

Notification of the Board's intention to withhold or withdraw an increment is to include: -

- a. A statement of the detailed reasons for the action,
  - b. A statement of the assistance offered to the teacher.
5. To qualify for an increment a full-time teacher must teach at least ten (10) months. Part-time teaching will apply proportionate to the percentage of time employed but the equivalent of ten (10) full months of teaching must be accumulated before an increment is earned.

Employment as Co-ordinator or Consultant is included as teaching time for increment purposes.

6. Teachers on exchange or leave of absence with prior approval of the Board to attend an educational institution will be credited with the usual increments.

#### **ARTICLE B.23 RECLASSIFICATION**

1. Reclassification of a teacher in consequence of additional training, and salary increases resulting from such reclassification, shall take effect on the date of the new certificate issued by the Teacher Regulation Branch or on the date of the reclassification to a new category issued by the Teacher Qualification Service.
2. To avoid any loss of salary due to unavoidable delay in receiving new reclassification, any teacher having completed the required courses to qualify for reclassification shall notify the Board in writing before September 30th or January 31st, submitting proof that they have made application for reclassification.

#### **ARTICLE B.24 RATES FOR SUMMER SCHOOL**

1. An Association member shall be given priority for Summer School assignment.
2. A teacher who accepts a Summer School assignment shall be paid \$28.00 per hour for each hour of instruction.
3. No other terms and conditions except this clause will apply to Summer School assignments.

**ARTICLE B.25 POSITIONS OF SPECIAL ADMINISTRATIVE RESPONSIBILITY**

1. Where POSAR's are appointed, the administrative allowance for each POSAR shall be:

<b>Date</b>	<b>POSR Administrative Allowance</b>
<b>Effective July 1, 2019</b>	\$ 2,181.88
<b>Effective July 1, 2020</b>	\$ 2,225.52
<b>Effective July 1, 2021</b>	\$ 2,270.03

Job descriptions for positions of special responsibility shall be developed by the Board and provided to the Union.

Should a job description be changed during the school year, it is understood that the incumbent may decline to continue in the appointment.

2. Head Teachers' Allowance

A Head Teacher shall be granted an annual allowance of:

<b>Date</b>	<b>Head Teacher Allowance</b>
<b>Effective July 1, 2019</b>	\$ 2,310.22
<b>Effective July 1, 2020</b>	\$ 2,356.42
<b>Effective July 1, 2021</b>	\$ 2,403.55

3. Department Heads' Allowance

Teachers who accept the designation as Department Heads will be granted an annual allowance of:

<b>Date</b>	<b>Department Head Allowance</b>
<b>Effective July 1, 2019</b>	\$ 3,336.98
<b>Effective July 1, 2020</b>	\$ 3,403.72
<b>Effective July 1, 2021</b>	\$ 3,471.80

In any given school the allowance may be either

- a. the full allowance for each designated Department Head where the number of Department Heads corresponds to Board policy, or,
- b. an equal share per designated Department Head, where the number of such Department Heads is greater than the number allowed by Board policy. This would be calculated by multiplying the full allowance by the number of allowed Department Heads and

dividing by the number of designated Department Heads.

4. Consultant's Allowance

Teachers designated as Consultants will be granted an annual allowance of:

<b>Date</b>	<b>POSR Consultant Allowance</b>
<b>Effective July 1, 2019</b>	\$ 3,206.14
<b>Effective July 1, 2020</b>	\$ 3,270.26
<b>Effective July 1, 2021</b>	\$ 3,335.66

This allowance will be pro-rated based on the time spent by the incumbent in the position.

**ARTICLE B.26 PART MONTH AND DAILY ADJUSTMENT RATES FOR TEMPORARY OR CONTINUING APPOINTMENTS**

1. Where a temporary or continuing appointment begins or ends part-way through a month, the teacher shall be paid the greater of the following amounts:
  - a. 1/20th of regular monthly salary for each day taught; or
  - b. full regular monthly salary less 1/20th of the salary for each day not taught.
2. Where a teacher is absent from work for reasons which necessitate a salary deduction, the deduction will be made at the rate of 1/20th of regular monthly salary for each day not taught.

**ARTICLE B.27 PAYMENT BEYOND SCHOOL YEAR**

1. A teacher who is requested by the Board or any Administrator to work beyond the prescribed school year and who agrees to such employment shall have the Agreement confirmed in writing.
2. The employee shall be paid at the rate of 1/200 of their annual salary entitlement for each day worked, or may elect to take compensatory time in lieu of salary.
3. The scheduling of compensatory time shall be by mutual consent of both parties.
4. Article D.20 Hours of Work does not apply to work beyond the school year.

**ARTICLE B.28 ISOLATION ALLOWANCE**

1. The Board shall pay an annual isolation allowance to teachers assigned to schools on Texada Island of:

<b>Date</b>	<b>Isolation Allowance</b>
<b>Effective July 1, 2019</b>	\$ 513.37
<b>Effective July 1, 2020</b>	\$ 523.63
<b>Effective July 1, 2021</b>	\$ 534.11

2. The allowance shall be payable in equal installments in accordance with established pay procedures.

[Note: The following schools have been approved for the Remote and Rural Allowance pursuant to Letter of Understanding No. 12, effective July 1, 2008: Texada Elementary & Kelly Creek Community]

**ARTICLE B.29 TEACHER IN CHARGE (During Principal Absence)**

1. In the event that all Administrators and/or head teachers assigned to the school are absent for a half-day or more, a teacher may be requested to assume the duties specified in this clause for periods not exceeding five consecutive days at any one time unless mutually agreed upon.
2. The Teacher in Charge shall strive to assure that the safety of students and security of the school are maintained, and shall deal with such emergent matters as may arise, with required assistance from District Office staff. Routine attendance recording and information reporting, as required, shall be maintained. However, the Teacher in Charge shall not be responsible for major administrative or managerial duties, and specifically shall not have supervisory responsibilities in relation to other teachers.
3. When acting as teacher in charge, the teacher shall determine and be provided with sufficient teacher-teaching-on-call time.
4. It is understood that the employer’s liability insurance coverage extends to a teacher in charge.

5. When acting as teacher in charge, the teacher shall receive per day, pro-rated for part days:

<b>Date</b>	<b>Teacher in Charge Allowance</b>
<b>Effective July 1, 2019</b>	\$ 44.04
<b>Effective July 1, 2020</b>	\$ 44.92
<b>Effective July 1, 2021</b>	\$ 45.82



## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

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

### **ARTICLE C.2      SENIORITY**

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
  - a. Effective July 1, 2020 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in BC.  
  
[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]
  - b. Seniority Verification Process
    - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
    - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
    - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.

3. Teacher-teaching-on-Call (TTOC)
  - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
  - b. For the purpose of calculating seniority credit:
    - i. Service as a TTOC shall be credited:
      1. one half (1/2) day for up to one half (1/2) day worked;
      2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked
    - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
    - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
  - c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.
4. An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
5. No employee shall accumulate more than one (1) year of seniority credit in any school year.

**Local Provisions:**

7. Principle of Security
  - a. When, for bona fide educational or budgetary reasons, the Board determines that 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 possess the necessary qualifications for the positions available.
  - b. Increased length of service in the employment of the Board (seniority) entitles employees to commensurate increase in security of teaching employment. The application of this principle is to the District as a whole.

## 8. Definition of Seniority

- a. “Seniority” means an employee’s aggregate length of employment with the Board expressed in months, and during which time the employee received a regular salary from the Board inclusive of service under temporary appointment and part-time teaching. For the purposes of  
  
calculating length of employment, part-time teaching shall be credited fully as if it were full-time employment.
- b. In addition to the aggregate length of employment calculated for seniority in Article C.2.8.a, the following will also be counted in the calculation of seniority:
  - i. maternity leave, as approved by the Board, to a maximum of ten (10) teaching months for each confinement;
  - ii. educational leave with prior approval by the Board;
  - iii. leave for duties with the Association or the Provincial Teachers Affiliate;
  - iv. secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange programme;
  - v. long-term sick leave;
  - vi. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas;
  - vii. leave to serve as an elected public official;
  - viii. personal leave(s) to a maximum aggregate of ten (10) months;
  - ix. compassionate care leave (Article G.2).
- c. In addition to the provisions of Article C.2.8.a, the seniority for an employee on a continuing contract shall include:
  - i. Teacher teaching on call seniority accumulated pursuant to PCA Article C.2.3; and
  - ii. Seniority ported in accordance with PCA 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.

- d. When the seniority of two or more employees is equal pursuant to Article C.2.8 (a), (b) and (c), seniority rank will be established by applying each of the following criteria in sequence until the tie is broken:
  - i. length of the present continuous employment with the Board. Present continuous employment is only broken by resignation or termination.  
  
For purpose of this clause, continuity of employment shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three (3) years, or termination under this Article prior to loss of recall rights. Seniority credits that were previously ported from SD No. 47 to another school district pursuant to C.2.2 shall not be reinstated, unless such credits are subsequently ported back to SD 47 pursuant to C.2.2
  - ii. aggregate length of employment with another school authority recognized for salary purposes.
  - iii. the earliest date of a letter of acceptance of a teaching position with the Board of Education, District No. 47 (Powell River).
- e. When the seniority of two or more employees is equal pursuant to Article C.2.8.d.iii, the question of order of seniority shall be referred to the Joint Grievance Committee established under Article A.6 Grievance Procedure. This committee shall have access to all information pertinent to seniority contained in the files of the employees concerned.
- f. The Board shall, by October 15 of each year, forward to the Association a list of all employees employed by the Board, in order of seniority calculated according to Article C.2.8, setting out the length of seniority as of July 1 of that year. Amendments to that list shall be distributed to the Association by April 15 of the year. Questions regarding placement on the list should be made within thirty (30) days.

### **ARTICLE C.3 EVALUATION**

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

## **ARTICLE C.4 TTOC EMPLOYMENT**

### **1. Experience Credit**

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

### **2. Increment Date for Salary Grid Placement**

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

## **ARTICLE C.5 LAYOFF, RECALL AND SEVERANCE**

### **1. Definition of Qualifications**

- a. In this article, “necessary qualifications” in respect of a teaching position means the possession of a valid teaching certificate for the Province of British Columbia, and one or more of the following:
  - i. A university teaching major, or its equivalent, directly related to the teaching position, or
  - ii. substantial teaching experience in a similar position during the past five (5) years, or
  - iii. a reasonable expectation by those responsible for teacher assignment that the teacher will be able to perform the duties of the position, and a written commitment by the teacher to undertake a Pro-D program related to the position to achieve the qualified status required in Article C.5.1.a.i within two (2) years of accepting the position.
- b. Should any question arise as to whether a teacher has or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Joint Grievance Committee.

### **2. Security of Employment Based on Seniority and Qualifications**

- a. In the process of filling teaching positions in accordance with the principle of seniority and qualifications Article C.2.8.a, the Board and Association will be governed by any process that may be

mutually agreed upon, in writing, by both parties to this Agreement.

“Both the District and the PRDTA have the goal to get all our continuing teachers working their FTE before bringing in out-of-district teachers.”

### Secondary

1. All temporary assignments will end.
2. The timetable will be filled with continuing teachers according to seniority and qualifications through a consultative process between both the administration and staff representatives. This same process will be used in second semester.
3. Once all continuing teachers in the District have been placed, any remaining jobs will be posted to all SD #47 teachers, regardless of their status.
4. The Spring staffing process ends on the first day of school in September.

### Elementary

1. All temporary assignments will end.
  2. Schools will staff with existing classes and existing continuing teachers through a consultative process.
  3. Once all continuing teachers in the District have been placed, any remaining jobs will be posted to all SD #47 teachers, regardless of their status.
  4. The Spring staffing process ends on the first day of school in September.
- b. Nothing in Article C.2.8.a or Article C.5.1.a shall be taken to require the Board to re-assign teachers with greater seniority, in order to create positions for teachers with lesser seniority.
  - c. Appeals of re-assignments must be made in writing.
  - d. The Board with the assistance of the Association have a responsibility to keep teachers informed of all vacancies in the teaching staff as they occur.
3. Layoff
    - a. When, after filling all available teaching staff positions according to Article C.5.1 and C.5.2, a surplus of teachers still exists, then the teachers remaining unplaced shall be issued with written notices of

layoff containing the reason for layoff, no later than thirty (30) days prior to the end of a school term. Information on positions held by less senior teachers will be available to teachers in receipt of layoff notices and the Association through the Superintendent's Office. The effective date of the layoff shall be the end of the school term.

- b. Where a teacher is issued with a layoff notice, the teacher shall be placed on the recall list unless an election is made to claim severance pay by written notice to the Board. Teachers with less than eight (8) months' service are not entitled to elect severance pay.

#### 4. Severance

- a. When a teacher elects to take severance pay, the election will be treated as a termination and all rights to seniority and recall are forfeited by the teacher.

The election of severance pay can be made at any time during a period of three (3) years after the date of layoff notice.

- b. Where a teacher elects to take severance pay, it shall be paid within thirty (30) days of the election. The calculation of the amount shall be based upon:

- i. Five (5%) percent of that annual salary on the salary scale to which the teacher is entitled by reason of qualifications and experience at the time of termination, multiplied by:
- ii. each unit of ten (10) months F.T.E. service with the Board, or fraction thereof, in the teacher's present contract with the Board, to a maximum of one year's salary. Expressed mathematically, severance pay is calculated as follows:

$$0.05 \text{ salary on scale} \quad \times \quad \frac{\text{F.T.E. Service in Months}}{10}$$

The definition of service for the purpose of this clause shall be the number of months in the teacher's present contract with the Board during which a regular salary was paid. "Length of service" for severance pay is pro-rated for part-time teachers and will include in addition,

- (1) leave for educational purposes with prior Board approval;
- (2) teacher exchange;
- (3) long-term sick leave;
- (4) maternity leave pursuant to the Employment Standards Act.

- c. A teacher who receives severance pay pursuant to this article and who, notwithstanding Article C.5.4, is subsequently rehired by the Board, shall retain any payment made under the terms of this article, and, in such case, for purposes only of Article C.5.4.b, the calculation of years of service shall commence with the date of such rehiring.
- d. Where periods of educational leave are claimed by the teacher in the calculation of severance, the Board reserves the right to disallow the claim where the leave has not been used in accordance with the original request or a modification approved by the Board.
- e. The calculation of severance pay is subject to appeal to the Joint Grievance Committee.

## 5. Rights of Recall

- a. Where, after receiving a layoff notice, a teacher who elects not to take severance pay, and wishes to remain available for subsequent staff vacancies, the rule of seniority will apply in constructing the Recall List and the rule of seniority and qualifications in filling vacancies. Teachers who held continuing appointments and are on the Recall List are entitled to a continuing appointment should one become available.
- b. When layoff notices are issued, teachers identified in Article C.5.5.a above will be placed, in order of seniority, on a Recall List.
- c. Teachers in Article C.5.5.b on the Recall List will be eligible for reassignment or recall during a period of up to three (3) calendar years from the date of notice. (Refer to Article C.5.3.a.)
- d. Teachers on the Recall List will keep the Board and the Association informed of their current address and/or phone number(s).
- e. When a position on a teaching staff of the district becomes available, the Board shall:
  - i. Post the position locally and transmit the description of the position to qualified teachers on the Recall List, and
  - ii. The teacher on the Recall List, with the greatest seniority possessing the necessary qualifications, who applies for the position with ten (10) calendar days of the issue of notice shall be recalled.



- f. The Board shall allow two (2) weeks from the acceptance of a recall order under Article C.5.5.e.ii for the teacher to commence teaching duties.
- g. A teacher recalled pursuant to this article shall be entitled to all sick leave credit accumulated at the date of termination.
- h. Acceptance of a temporary position with the Board would not jeopardize the teacher's right to remain on the Recall List.
- i. A teacher who retains rights of recall pursuant to Article C.5.5 shall be entitled, if otherwise eligible, to maintain participation in health benefits provided in the salary agreement by payment of the full cost of such benefits (Medical, Extended Health and Dental) to the Board.

6. Temporary Teachers

A temporary teacher, with twenty (20) months or more of sequential service with the Board, and whose contract is not made continuous or renewed, is eligible to apply for severance pay.

Severance pay, in the case of temporary appointees, will be calculated on the basis of five (5%) of salary for each ten (10) months of temporary service, or portion thereof. See Article C.5.4.b for detailed calculation.

**ARTICLE C.20 APPOINTMENT OF TEACHERS**

- 1. Every appointment made by the Board, except a probationary or temporary appointment, and every contract of employment made for that purpose with a teacher, shall be a continuing contract.
- 2. Teachers on a continuing part-time contract who wish to increase their percentage appointment will be given priority subject to
  - availability of positions,
  - qualifications,
  - experience,
  - work record,
  - teacher reports,
  - Administrator recommendation.

3. Teachers employed on a temporary appointment will receive consideration for any future temporary or continuing contract positions on the basis of their qualifications, experience and work record.
4. If a position becomes vacant during the school year the position shall be posted as a temporary position until the end of the school year at which time it will be re-posted if it continues to exist.

## **ARTICLE C.21 EVALUATION OF TEACHER PERFORMANCE**

1. The purpose of supervision and evaluation is to promote and reinforce the work of the teacher.
2. All formal evaluation on the work of a teacher, including teachers-teaching-on-call, shall be in writing.
3. The criteria to be used in assessing individual teaching performance shall be consistent with the Guidelines for Teacher Evaluation developed by the District.
4. The formal evaluation of teachers is carried out as a series of steps:
  - a. The evaluator meets with the teaching staff and describes the purposes and requirements for formal evaluation.
  - b. The evaluator, in consultation with each teacher being evaluated, identifies and clarifies the criteria to be used in the evaluation.
  - c. The evaluator and teacher determine a schedule for observation and methods to be used in the collection of relevant information.
  - d. Data are collected from no fewer than three (3) formal classroom observations. Teachers will have no fewer than three (3) formal visits and, in normal circumstances, no more than six (6). However, in the event that the evaluator is unable to write a satisfactory report by the sixth visit, additional formal observations will occur.
  - e. The evaluator shall discuss with the teacher the process by which the evaluation shall take place, which shall include:
    - i. a pre-observation conference about lesson(s) to be observed
    - ii. classroom observation
    - iii. and a post-observation conference followed by a written summary, both of which shall occur as soon as practicable.

- f. The evaluator prepares a draft report on the teacher's performance and discusses the contents with the teacher. Revisions, if necessary, are made to the draft report and the final report is submitted to the Superintendent no later than May 15th. An extension may be made if agreed upon by the evaluator and the teacher.
  - g. Prior to submission of the report the teacher shall be given the opportunity to sign the report to indicate that they have had an opportunity to read and discuss the report with the evaluator.
5. The teacher shall have the right to submit to the evaluator a written commentary on the report within fifteen (15) days of Article C.21.4.g which shall be attached to their official file.
  6. Participation in Association activities or matters not related to the work of the teacher are outside the scope of evaluation and reporting on the work of a teacher.

Nothing in Article C.21 of this Agreement shall preclude any visits to the classroom by the Superintendent/designate(s)/or Principal/Vice Principal at any time for supervision or any other purpose.

## **ARTICLE C.22 DISCIPLINE AND DISMISSAL**

1. The Board shall not dismiss or discipline a teacher bound by this Agreement except for just and reasonable cause.
2. Dismissal and Discipline for Misconduct

Where an employee is under formal investigation by the Board for any cause, the employee shall be advised in writing of that fact immediately unless grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified before any action is taken by the Board, and the employee shall be advised of the right to be accompanied by a representative of the Association at any interview with the employee in connection with such investigation.

3. The Board shall not release to the media or the public information in respect of the suspension or dismissal of a teacher until a Board hearing has been held, a decision has been made, and the Association has been informed.
4. Notwithstanding Article A.6 (Grievance Procedure) where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that Article.

5. The Board shall not confirm a suspension or dismiss a person bound by this Agreement, for causes other than performance, without holding a meeting of the Board with the employee entitled to be present, in respect of which:
  - a. the employee shall be given seventy-two (72) hours' notice of the meeting and a written statement of the grounds for the meeting;
  - b. twenty-four (24) hours prior to the meeting, the employee shall be given all documents that will be considered at the meeting;
  - c. the teacher may file a written reply to any allegations prior to the meeting;
  - d. at such meeting the teacher may be accompanied by a representative and/or advocate and they shall be entitled to hear all the information presented to the Board, to receive copies of all documents placed before the Board and to present witnesses on behalf of the teacher; and to ask questions of clarification regarding procedure and information presented.
  - e. any decisions of the Board shall be communicated in writing to the teacher and the Association and shall contain a statement of the grounds for the decision.
  - f. The time limits imposed under Article C.22.5.a and C.22.5.b above may be varied by mutual agreement of the Board and the PRDTA.

**ARTICLE C.23      PROCEDURES FOR DISMISSAL WHEN BASED ON PERFORMANCE**

1. The Board shall not dismiss a teacher for performance except where the Board has received three (3) reports indicating that the work of the teacher and the learning situation in the class or classes of the teacher are less than satisfactory.
2. The reports shall be prepared pursuant to the School Act and Regulation and in accordance with the following conditions:
  - a. the reports shall have been issued in a period of not less than twelve (12) months and not more than twenty-four (24) months (such period not including any absence) except in extraordinary circumstances when the learning situation in the classroom has deteriorated so that immediate supervision and evaluation are necessary.

- b. at least one of the reports shall be a report of a Superintendent or an Assistant Superintendent or a Director of Instruction.
  - c. no more than two (2) reports may be undertaken by any one evaluator.
3. After the first less than satisfactory report, a plan of assistance will be formulated and set in motion to assist the teacher in overcoming the deficiencies.
4. When a teacher receives a less than satisfactory report, the teacher may:
  - a. request a transfer, in which case the Board shall make an effort to arrange to transfer the teacher to a mutually agreeable assignment or school; or
  - b. request and may be granted leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation(s) shall be undertaken within the balance of the twenty-four (24) months exclusive of the leave of absence period.
5. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.
6. It is the intent of both parties to this Agreement that no evaluation or any other action taken in accordance with Article C.22 and C.23 of this Agreement be defeated merely because of a technical error.

## **ARTICLE C.24 PART-TIME LEAVE**

(See Article C.26 as well)

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

The Board shall consider each request and respond in writing to the teacher.
2. If the request is granted by the Board, the teacher shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time leave.

## ARTICLE C.25      TEACHERS-TEACHING-ON-CALL (TTOCs) HIRING PRACTICES

### 1.      TTOC List

The Board shall maintain a list of persons who are qualified and have been placed by the Board on the list of TTOCs. The Board shall forward a copy of such a list to the Association in the month of September, and a current list in the month of January in each school year.

### 2.      TTOC Hiring

- a.      In calling out TTOCs, preference shall be given to a person on the list qualified for the assignment and who possesses a valid B.C. teaching certificate pursuant to Section 19 of the School Act.
- b.      Where the Board reasonably expects a teacher to be absent for more than twenty (20) days, the vacancy shall be filled by appointment to a temporary contract, provided that the successful applicant:
  - i.      has held a previous temporary appointment in the District within the past twenty-four (24) months; or
  - ii.     is offered the temporary assignment as the preferred candidate in a competition among qualified candidates who have been screened according to the full extent of the District's standard recruiting practices.
- c.      If a TTOC is employed for twenty (20) or more continuous days for the same teacher, they shall be paid retroactively to the first day of the appointment as if it were a temporary appointment. After the fifth day of continuous work, short-term sickness or approved emergency leave to a maximum of three (3) days will not break the assignment.
- d.      The TTOC shall be entitled to the teacher's preparation time if assigned work is left for the teacher- teaching-on-call by the teacher.
- e.      Unless the teacher to be replaced has specifically requested a TTOC by name, the Board will distribute TTOC assignments according to procedures agreed to by the Board and the Association, said procedures to be articulated in the District Administrative Handbook and each school's TTOC Handbook and subject to change only by the mutual agreement of the Board and the Association.

## **ARTICLE C.26      PART-TIME APPOINTMENTS**

1. Part-time teachers shall be paid in proportion to the time appointed as compared to a full-time appointment.
2. A teacher with a full-time continuing appointment to the teaching staff of the District may without prejudice to that appointment request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested.
3. When the request under Article C.26.2 is granted by the Board, the teacher shall be on leave of absence status in respect of the balance of the full-time appointment, and shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment. The teacher may return to a full-time assignment at an earlier date or may extend the period of part-time teaching, by agreement with the Board, if reasonable notice of the request for earlier or later return has been given.
4. Two (2) teachers employed full-time by the Board may jointly request a specified job-sharing assignment in respect of a single full-time posting. Where the request is granted:
  - a. salary shall be pro-rated according to the percentage of time worked by each teacher;
  - b. the Board shall pay the benefit contributions as provided in Article B.11.2; as if both teachers were full-time teachers;
  - c. each teacher is considered for all other purposes to be on leave of absence with respect to the time not worked.

## **ARTICLE C.27      TTOC EVALUATION**

1. The Board and Association agree that an evaluation procedure for TTOCs shall be established that will allow for an evaluation after the sixth (6) consecutive teaching day in one assignment at either the request of the TTOC or at the initiative of the principal. Such evaluation can take place earlier at the mutual agreement of the TTOC and the Principal.
2. The evaluation procedure guidelines for TTOCs shall be subject to change by mutual consent of the parties and will be implemented through the District Administrative Handbook and the District TTOC Handbook.

## 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. Class Size Margins

- a. As of every October 1, class size margins shall be as follows:

<u>Grade</u>	<u>Number</u>
Kindergarten	17-20
Grades 1, 2, 3	19-22
Grades 4, 5, 6, 7	25-29*
Grades 8, 9, 10	25-30*
Grades 11, 12	25-30*
Total Secondary Teaching Load	175

\* Note: See Article D.1.3 (Flexibility Factor)

*[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.]*

- b. The Board shall recognize the budgetary requirements of the reduction of Intermediate 1 - 4 class sizes when determining the annual budget for the District.
- c. The Board shall recognize the budgetary requirements when determining the annual budget for the District.
- d. Home education students attending school will be included in the class size margins for the class(es) the home education student attends.



2. It is recognized that more than one program year in each class is an organizational reality in schools, both in keeping with the philosophy of the new programs, and smaller district schools/programs. Schools that organize multi-age groups shall ensure that the planning of such classes considers such factors as:
  - a. the need to take extra care in student placements to support the philosophical perspectives of the Primary, Intermediate and Graduation Programs;
  - b. the opportunity for platooning for certain aspects of the program and co-operative planning with other teachers;
  - c. the investigation of offering some instruction through cycles and/or long term planning approach; and
  - d. the development of a total school organization plan that establishes the size of multi-age groups below the upper class size margins of the junior program year and below that of the single program year levels of the classes in that particular school.

3. Flexibility Factor

- a. Teachers would not normally be expected to exceed the class size margins by more than 2 (two) students.

[Note: Flexibility Factor does not apply to grades K – 3]

- b. The flexibility factors in D.1.3.a shall not apply to grades 4, 5, 6, 7 class size margins unless determined otherwise by school-based teams and principals.

- c. Exceeding grades 4, 5, 6, 7 Class Size Margins -

- i. Principals and school-based teams may choose to exceed either the upper or lower margins at these levels.
- ii. Decisions with respect to exceeding these margins may be made with reference to the presence or absence of special needs students (see Article D.2) in given classes.

*[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). ]*

4. The Board will provide the Association with copies of the District Monthly Enrollment report.

The Board will monitor elementary and secondary class sizes and shall provide information to the Association.

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

No provincial language.

Local language

1. The purpose of this article is to outline the process which will facilitate a quality educational program for all students by providing the most appropriate placement in the school and the most equitable use of available resources to support the students and the teacher to whom the students are assigned. This article will apply to the school-based classroom placement of and provision of resources for special needs students who, in the judgment of the teacher and the school-based team, require additional support.
2. Each school shall have a school-based team for the purposes of recommending classroom placements, assisting in identifying different strengths and skills of school staff for meeting student needs, helping classroom teachers address specific learning difficulties in classrooms, allocating available school-based resources for individual students, and applying for additional district discretionary resources to meet the needs of special needs students.
3. The school-based team shall be comprised of a school Administrative Officer, a classroom teacher and one or more school-based support personnel. The school-based team will be augmented by the involved teacher(s) while the student's case is being considered and, as applicable, the involved student, school district personnel or community agency personnel. Parents shall be informed of and have the right to attend proceedings of school-based teams where their child's educational program is under consideration.
4. To the extent that it is practical, the school-based team shall be advised before the beginning of the school year of any special needs students to be registered in school. Before enrolling such students in a classroom, the school-based team shall convene a meeting which includes classroom teachers who may receive the student or who may be significantly affected by the placement. The school-based team will consider the student's scholastic history, pertinent assessment data, and any other information which contributes to an understanding of the student's learning needs. The school-based team will consider class sizes in the school, class composition(s), existing support systems within the school, and qualifications of the teacher(s) who may potentially receive the student.

5. Where appropriate, a provisional classroom placement may be made to prevent undue delay in enrolling a special needs student in school.

This provisional placement will allow time for any necessary placement and/or planning meetings. Such meetings will occur as soon as possible.

Additional resources may be provided to the school during the provisional placement. This provisional placement shall not exceed fifteen (15) instructional days.

6. Before classroom enrollment of the student is completed, the school-based team shall initiate planning of the student's educational program and advise the teacher(s) to whom the student is assigned of school-based, district; and other resources and/or support services available.
7. Where the student is identified as a student with special needs in accordance with Ministry of Education funding categories, an I.E.P. shall be initiated and reviewed by the school-based team. A "case manager" will be designated in consultation with the school-based team to establish and co-ordinate an I.E.P. team whose duty will be to develop, monitor and review the I.E.P. Support services will be made available to articulate the I.E.P. The classroom teacher shall not be solely responsible for development of an I.E.P. except with the consent of that teacher.
8. On the recommendation of the school-based team and with the approval of the appropriate district Administrative Officer, teachers shall receive in- service training to assist with the educational programming of students with special needs and the Board shall pay fees and expenses incurred by the teacher.
9. Upon request by the classroom teacher, Administrative Officer or case manager, the school-based team shall provide advice, assess the level of support being provided to the student and teacher(s) and the placement of the student, and recommend the allocation of existing school-based resources or additional resources available for special needs students.
10. The educational program of each special needs student shall be reviewed annually by the school-based team, appropriate service personnel and where practical, the subsequent year's classroom teacher(s). The review will consider program needs for the following year.
11. Appropriately trained persons shall be responsible to administer medication, perform medical procedures or attend to physical needs. The Board shall establish and implement policy, regulations and procedures for the administration of medication and for addressing other medical needs.

12. The school Administrative Officer in consultation with the school-based team will make every attempt to ensure that special needs children are distributed equitably among the classrooms of the school.
13. Where, in order to meet the needs of special needs students, the school-based team requires additional resources in addition to those available through the school, the school district, or the community, it may apply for discretionary resource funding.
14. For the purposes of D.2.15 students to be integrated will be identified as:
  - a. High Incidence (1.17),
  - b. Low Incidence (1.18),
  - c. Dependent Handicapped (1.19) as described in the Ministry of Education guidelines.
15. To ensure that all students receive adequate attention, no more than two students as identified in D.2.14 shall be integrated at the same time in a regular classroom.

### **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	1:532 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:266 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:14.3 ESL/ELL students	Former LOU No. 5 (2000)

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

**[PCA Article D.4 is not applicable in School District No. 47 (Powell River) See Article D.20]**

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

1.     Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2.     Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3.     In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4.     If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
  - a.     The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b.     In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c.     The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i.     Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii.    Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;

- iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - iv. The hearing shall commence within a further ten (10) working days; and
  - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

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

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.

7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and
  - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
  
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

## **ARTICLE D.20 HOURS OF WORK AND PREPARATION TIME**

1. The instructional time shall be twenty-five (25) hours per week for full-time elementary teachers and twenty-seven and one-half (27.5) hours per week for secondary teachers.
2. Full-time secondary teachers shall be entitled to twelve and one-half percent (12.5%) of total instructional time free from classroom instruction for purposes of preparation.
3. Full-time elementary teachers will receive not less than a yearly average of ninety (90) minutes per instructional week of preparation time, effective September 1, 1993. (One hundred (100) minutes effective September 19, 2014 and one hundred ten (110) minutes effective June 30, 2019.)
4. Elementary part-time teachers assigned no less than one-half (0.5) F.T.E. time shall be pro-rated for purposes of preparation.
5. Classroom teachers shall not be required to perform additional instructional or supervisory duties for a teacher who is absent except in emergency situations or when mutually agreeable.

## **ARTICLE D.21      REGULAR WORK YEAR FOR TEACHERS**

1.      The annual salary established to employees covered by this Agreement shall be payable in respect of the Teacher's regular work year which shall not exceed the number of days required in the Ministry calendar.

The regular work year shall include the number of non-instructional days set out in the calendar and any administrative time set aside in the Ministry calendar. Should regulations be enacted that either party sees as having an impact on this Article, the parties will meet forthwith to negotiate the appropriate modifications.

In the event that agreement is not reached within two weeks of the beginning of negotiations either party may refer the matter to H. Allan Hope, who shall mediate/arbitrate a resolution of the dispute.

2.      Any teacher requested by an Administrator and who agrees to work beyond the number of prescribed days in the Ministry calendar shall be compensated, however it is expected that all teachers will make adequate in-school preparation for instruction prior to the commencement of their teaching assignment.
3.      Counsellors
  - a.      Counsellors may be required to work outside of the Ministry calendar parameters, but shall not be required to exceed the total number of days in session without compensation.
  - b.      By June 1, the tasks, dates and counseling personnel required for the school's program needs beyond the prescribed school year shall be decided in consultation with the counsellors and the principal.
  - c.      Counsellors required to work beyond the prescribed school calendar will be compensated as per Article B.27.2.

## **ARTICLE D.22      EXTRA-CURRICULAR ACTIVITIES**

1.      In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally developed curricula of the school and which are beyond the regularly prescribed hours of instruction.
2.      While the Board and Association recognize extra-curricular activities as an integral part of the school program, the Board and Association agree that teacher participation in extra-curricular activities is voluntary. The Board shall not direct that extra-curricular activities be performed; nor shall the Association take action to withdraw extra-curricular activities during the term of this Agreement.



3. While voluntarily involved in extra-curricular activities, teachers shall be covered by the Board's liability insurance.

#### **ARTICLE D.23 STAFF MEETINGS**

1. At least seven (7) days' notice of regular staff meetings shall be given.
2. Staff members shall have the right to place items for consideration on the staff meeting agenda seventy-two (72) hours prior to the meeting.
3. Written minutes of staff meetings shall be kept and posted.
4. Regular staff meetings shall not:
  - a. commence prior to one (1) hour before classes begin or conclude later than one and one-half (1 1/2) hours after the dismissal of pupils, except by mutual agreement;
  - b. occur during the noon intermission, except by mutual agreement;
  - c. occur on weekends, holidays, or other days when school is not in session.
  - d. occur more frequently than once per month, except by mutual agreement.
5. The Association recognizes the right of management to call meetings for emergency or special circumstances at their discretion.

#### **ARTICLE D.24 TECHNOLOGICAL CHANGE**

1. Definition

For the purposes of this Agreement, the term "Technological Change" shall refer to introduction of equipment and its related material or processes.

2. The process to be followed where the Board intends to introduce equipment and its related material or processes which affects the security of employment of members of the Association shall be:
  - a. 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 date on which the Board proposes to introduce the

technological change. Once such notice is given, the Board agrees to discuss the matter with the Association.

b. Information to be provided

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

- i. the nature of the change;
- ii. effective date of the change;
- iii. the approximate number, type and location of Association members affected by change;
- iv. the anticipated effects the change may have on Association members.

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

- c. Once notice of a technological change has been given pursuant to Article D.24.2.a and prior to implementation of the change, the Board will determine in consultation with the Association, the options for the employees affected by the change. The options may include but not be limited to retraining, transfer and severance.

## **ARTICLE D.25 HEALTH AND SAFETY**

1. The Association and Board agree that regulations made pursuant to the Workers' Compensation Act or any other statute of the Province of British Columbia pertaining to the working environment shall be fully complied with.
2. Teachers will be given equal representation on the District Health and Safety Committee.

## **ARTICLE D.26 ASSOCIATION INVOLVEMENT IN BOARD BUDGET PROCESS**

Representatives of the Association shall have the right to take a budget presentation to the Board annually.

## **ARTICLE D.27      NOON-HOUR SUPERVISION**

1. The Powell River School Board agrees that teachers shall be entitled to a duty-free lunch period, the minimum time for which shall be thirty (30) minutes.
  - a. The PRDTA agrees to the condition that each elementary classroom teacher shall supervise while students are eating lunch for a period of time set by the principal but not to exceed fifteen (15) minutes where this is present practice.
  - b. It is further agreed that the teachers in the secondary schools who are responsible for the supervision of the noon period gym program, the supervision in the library and the supervision of the computer room shall not be included in this duty-free lunch hour clause. These teachers shall receive a minimum of twenty (20) minutes duty free time immediately prior to or immediately following any regular noon period in which they supervise, unless there is another mutually agreeable arrangement between the teacher and the principal.
  - c. The PRDTA also agree that the present practice of noon activity in the gym under the supervision of teachers on a voluntary basis at the elementary schools, will continue and that any teacher who wishes to conduct any activity during their lunch period may do so.
  - d. It is further agreed by the PRDTA that this clause will be put into effect only if qualified CUPE personnel can be employed for a period of one (1) hour per day to carry out the necessary supervision.
  - e. Qualified is deemed to mean personnel that are capable of managing, controlling and supervising students in a manner acceptable to the school principal.
  - f. If qualified CUPE personnel are not available it is agreed that the possibility of hiring teachers to perform noon-hour supervision will be explored.
2. No teacher shall be required to perform any supervision beyond a yearly average of thirty (30) minutes per week.

## **SECTION E PERSONNEL PRACTICES**

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

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

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

#### **1. General**

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

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

## 2. Definitions

### a. Harassment includes

- i. sexual harassment; or
- ii. any improper behaviour that would be offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
- iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or
- iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- v. misuses of power or authority such as intimidation, threats, coercion and blackmail.

### b. Sexual harassment includes:

- i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- iii. an implied promise of reward for complying with a request of a sexual nature; or
- iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

### 3. Resolution Procedure

#### a. Step 1

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

#### b. Step 2

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

#### c. Step 3

- i. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.3.b.i. The employer may request further particulars from the complainant. Upon the conclusion of such a review, the employer shall:
  - i. initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.3.c.iii below, or;

ii. recommend mediation or other alternative disputes resolution processes to resolve the complaint.

ii. Should the complainant not agree with the process described in Article E.2.3.c.i(2), the employer shall initiate an investigation. The employer shall provide notice of investigation.

iii. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.

iv. The complainant may request:

- (1) that the investigator shall be of the same gender as the complainant; and/or
- (2) an investigator who has Aboriginal ancestry, and/or cultural knowledge and sensitivity if a complainant self-identifies as Aboriginal.

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

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

#### **4. Remedies**

a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:

- i. reinstatement of sick leave used as a result of the harassment;
- ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
- iii. redress of any career advancement or success denied due to the negative effects of the harassment;
- iv. recovery of other losses and/or remedies which are directly related to the harassment.

b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.

- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

## **5. Informal Resolution Outcomes**

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - i. All discussions shall be solely an attempt to mediate the complaint;
  - ii. Any and all discussions shall be completely off the record and will not form part of any record;
  - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
  - iv. No discipline of any kind would be imposed on the respondent; and
  - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to Article E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility pursuant to Article E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.



## **6. Training**

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

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

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

## **ARTICLE E.20 PERSONNEL FILES**

1. There shall be only one personnel file for each teacher maintained at District offices.
2. After receiving a request from a teacher in respect of the District file, the Superintendent shall at a mutually convenient time provide access to that teacher's file.
3. A Board representative shall be present when a teacher reviews their file, and the teacher may be accompanied by an individual of their choosing.
4. A teacher shall have the opportunity to attach a written rebuttal to any material contained in the District file.

5. Except for formal evaluation reports, where material critical of the teacher or in the nature of a reprimand is placed in their school based or district based personnel file, the teacher shall be informed and provided with a copy as soon as it is practical. The teacher may apply to have the material removed two (2) years after the filing. If the Board decides to retain the material it may do so but will notify the teacher in writing of the reason for the denial.

## **ARTICLE E.21      DISCRIMINATION**

Any expression of discrimination or racism, by any employee of the Board shall not be tolerated or condoned by the Board or Association.

## **ARTICLE E.22      POSTING AND FILLING VACANT POSITIONS (ASSIGNMENTS)**

1. In this article “vacancy” means an existing or newly created teaching position which the Board intends to fill.
2. All vacancies shall be advertised in all schools and centres of the School District within a reasonable time of their becoming known.
3. The Board shall fill vacancies in the following priority, through post and fill, provided that the teacher has the necessary qualifications to perform the duties of the vacant position.
  - a. Teachers on the recall list.
  - b. Continuing appointees transferred on the initiative of the Board, with reasons for transfer.
  - c. The following list is in priority order and teaching positions can only be awarded through the post and fill process:
    - i. Continuing teachers who are qualified.
    - ii. Temporary teachers who are qualified.

## **ARTICLE E.23      TRANSFER OF TEACHERS**

1. The Association and the Board endorse the concept of voluntary teacher transfers as one method for teachers to be given the opportunity to experience professional growth.
2. Teachers interested in the transfer process may obtain staffing information relevant to their position and discuss matters related to it with their principal.

3. Requests for transfer initiated by the teacher may be cancelled at any time by notifying in writing the Office of the Superintendent.
4. Teachers will have up to two teaching days to reply to any offer of voluntary transfer by notifying their Administrative Officer and the Office of the Superintendent.
5. A description of vacancies may be obtained during the staffing process by contacting any Administrative Officer or the Office of the Superintendent.
6. Upon completion of the Spring staffing process, teachers with unmet transfer requests will be advised in writing that they may elect to continue to be considered for any appropriate vacancies which may arise during the summer months.
7. Transfers shall not be initiated by the Board for disciplinary reasons.
8. The reason for Board initiated transfers must be stated in writing and copies sent to the teacher concerned and the Association.

#### **ARTICLE E.24 FALSELY ACCUSED EMPLOYEE ASSISTANCE**

When a teacher has been accused of any improper behavior in the course of exercising their duties as an employee, and the Board has concluded, after a formal investigation has occurred, that the accusation is not true, on a balance of probabilities, then the teacher may be entitled to special assistance as determined by the Superintendent and the President of the PRDTA who will meet to determine what assistance will be provided.

#### **ARTICLE E.25 SCHOOL ACT APPEALS**

1. Where a pupil and/or parent/guardian files a Notice of Appeal that concerns a decision made by an employee covered by this Agreement, the Review Committee will advise the employee of the filing and facts alleged.
2. If the Review Committee determines that the appeal will be considered, the employee will be invited to present information as a resource person to aid the committee in its deliberations. The employee may be accompanied by a representative of their choice.

## **SECTION F      PROFESSIONAL RIGHTS**

### **ARTICLE F.20      PROFESSIONAL DEVELOPMENT**

1. The Board shall establish a fund for the purpose of promoting professional development of the teaching staff of School District No. 47.
2. The total amount to be placed in this fund by the Board shall be calculated by multiplying the number of full-time equivalent teachers as of September 30th, by the applicable amount in Article F.20.2.a through F.20.2.e. In addition, ten percent (10%) of this amount will be contributed to the fund by the Association. On July 1, the amount per teacher shall change by an amount equal to the average percentage change on the salary schedule. The sharing of this change will be in the same proportion as the sharing of the basic amount. In addition, the cost of teachers-teaching-on-call and/or replacements for those teachers granted any professional development leave shall be borne by the Board and the Board shall annually contribute a sum of five thousand dollars (\$5,000.00) to be used exclusively for curriculum implementation.

Effective July 1, 2011 – June 30, 2013: \$423.20

3. The fund shall be administered according to bylaws approved by the Board and the Association. The fund shall encompass but shall not be restricted to the following professional activities:
  - a. short term in-service courses of three (3) days or less in duration,
  - b. long term courses of more than three (3) days' duration,
  - c. educational improvement leave,
  - d. curriculum implementation.
4. The Professional Development Committee shall be composed of four (4) members for the Board and four (4) members for the Association. The Professional Development Co-ordinator shall act in the capacity of chairperson and will be a non-voting member of the committee.
5. Actions of the Committee are not subject to the Grievance Procedure as outlined in Article A.6.

## **ARTICLE F.21      PROFESSIONAL AUTONOMY**

1. Teachers shall, within the bounds of the prescribed curriculum and consistent with educational practice generally accepted within the B.C. public school system, have individual professional autonomy in determining the methods of instruction, the planning, and evaluation of course materials.
  
2. Teachers will ensure that the methods used will satisfactorily achieve the essential learning outcome/curricula objectives as outlined in Provincial and District curricula/courses of study.

## **SECTION G LEAVES OF ABSENCE**

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

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

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

**[See Article G.20 Sick Leave, for sick leave use and accrual]**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
  - b. Any person who lives with an employee as a member of the employee’s family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.



3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “family member” means:
  - a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee’s aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
  - b. in relation to an employee's spouse or common-law partner or same-sex partner:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

**ARTICLE G.5 UNPAID DISCRETIONARY LEAVE**

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

*Implementation:*

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

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

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Article G.6.1.a and Articles G.6.2-G.6.10 do not apply in School District No. 47 (Powell River). See Article A.20.]

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**

11. President's Leave
  - a. The Board will pay the President their salary for the time acting as President, and provide benefits as specified in the Agreement. The Association will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.
  - b. For purposes of pension (subject to the Pension Act), the President shall be deemed to be employed by the Board.

- c. The President shall continue to earn increments, sick leave and seniority in accordance with that of their last teaching position before taking over the presidency.
- d. The Association will advise the Board of any time off by the President.

12. Appointment to the BCTF or the CTF

For employees who are appointed to the British Columbia Teachers' Federation or the Canadian Teachers' Federation, a leave of absence will be granted subject to the availability of a replacement suitable to the Superintendent.

- a. The Board will pay the employee their salary for leave of absence and provide benefits as specified in the Agreement. The Association will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.
- b. For purposes of pension (subject to the Pension Act), the employee shall be deemed to be employed by the Board.
- c. The teacher returning to regular teaching duties shall be assigned a position at or near that previously held.

13. Time off without loss of pay shall be granted to representatives of the Association to transact business with the Board when such a meeting is called by the Board.

14. Where negotiation meetings are mutually agreed upon and occur during normal school hours, the Board shall grant leave of absence without loss of pay to Association representatives to allow for equal representation at the table. Teachers-teaching-on-call costs will be paid by the Association.

15. Release Time for Association, B.C.T.F. Business

- a. an employee covered by this Agreement who is:
  - i. an Association staff representative;
  - ii. a member of the Executive Committee;
  - iii. a member of the Representative Assembly;

shall be granted leave in accordance with Article G.6.9, without loss of pay to carry out the duties involved. Such leave shall be granted on the understanding that the Board is reimbursed for the leave at the teachers-teaching-on-call daily rate.

16. An employee covered by this Agreement who is a member of a committee or task force of the Association, the B.C.T.F., or the C.T.F. 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 on the understanding that the Board is reimbursed at the teachers-teaching-on-call daily rate.
  - a. The total number of days leave granted pursuant to this Article shall not exceed the following:
    - i. Eight (8) days for a member of a committee or task force of the B.C.T.F., or the C.T.F.
    - ii. Five (5) days for other leave pursuant to Article G.6.16.
  - b. The total number of leaves granted pursuant to this Article 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.
  - c. Should the Board be unable to obtain the services of a satisfactory teacher-teaching-on-call, the request for leave will be denied.
  - d. The Board may consider additional leaves of absence beyond the prescribed days set out in Article G.6.16.

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE G.20      SICK LEAVE**

1.      Sick leave means the period of time a teacher is permitted to be absent from work without loss of pay while ill, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act. Sick leave shall not be used where the teacher is eligible for maternity leave.
2.      Sick leave allowance means the number of days that a teacher has been credited through service to the Board and for which they will be entitled to sick leave at their regular rate of pay.
3.      Sick leave allowance shall be credited to a teacher on the basis of one-and-one-half (1-1/2) days for each month taught in the service to the Board prorated for part-time teaching.

In any one year when a teacher has not used their sick leave allowance or has only used a portion of it, the entire unused allowance shall accumulate for their future use.

Deduction shall be made from sick leave allowance on the basis of one (1) day for one (1) working day pro-rated (exclusive of holidays) of sick leave granted to a maximum of 120 days in any one school year.

Medical/dental appointments that cannot be arranged outside of working hours will be deducted from the teachers' sick leave accumulation at the minimum of 1/2 day allotments depending upon the length of the absence.

4. An Administrative Officer or Superintendent may ask that a teacher produce a certificate from a duly qualified medical practitioner for any illness certifying that such teacher is unable to carry out their duties due to such illness.
5. In each year, the total appropriate yearly sick leave allotment as per Article G.20.1 shall be available to each teacher at the beginning of the school year. Teachers commencing employment with the Board during the year shall then have available to them the pro-rata portion of sick leave benefits which would accrue to them for the balance of the school year. Any sick leave paid to an employee that exceeds that to which an employee would be entitled will be deducted from the employee's final cheque.
6.
  - a. When a teacher is given leave of absence without pay for any reason or is laid off and returns to the service of the Board upon expiration of such leave of absence or layoff, they shall not receive sick leave allowance for the period of such absence but shall retain their cumulative allowance, if any, existing at the time of such leave or layoff.
  - b. Sick leave allowance that was previously ported from SD No. 47 to another district, pursuant to PCA Article G.1 shall not be retained.
7. A record of all unused sick leave allowance will be kept by the Board. The Board shall advise each teacher of the amount of their accumulated sick leave allowance on their pay statement.

Any disagreement in the amount of accumulated sick leave allowance must be reported within thirty (30) days of receiving their pay statement or it will be deemed correct.

8. All sick leave credits are cancelled upon termination of employment.
9. Sick leave accumulated by each teacher prior to June 30, 1988 shall continue to be credited to that teacher.

10. Compensation received from the W.C.B. for a work-related illness or injury shall be paid to the Board and the teacher shall continue to be paid full salary. The difference between regular salary and the compensation payment shall be charged against the teacher's sick leave credit until no accumulated sick leave remains, whereupon the Board's responsibility shall cease.

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

#### **ARTICLE G.21 APPROVED SHORT TERM LEAVE**

1. The Board shall grant short term leave of absence without loss of pay to an accumulated maximum of two (2) days each year. Such leave shall be confined to the following:
  - a. the birth of a child, adoption, or legal guardianship;
  - b. attending a convocation where the teacher, spouse, or child, is to receive a degree;
  - c. occasion of the teacher's marriage or that of a person in the teacher's immediate family;
  - d. participation as a member or coach of an athletic team participating in provincial, national or international events;
  - e. one (1) day leave with pay shall be granted to meet a personal need requirement.

#### **ARTICLE G.22 LEAVE FOR ELECTIVE OFFICE**

1. When a teacher is nominated as a candidate and wishes to contest a provincial or federal election, with thirty (30) calendar days written notice, they shall be given leave of absence, subject to a replacement being hired suitable to the Superintendent, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, they shall be granted a long-term leave of absence.
2. Teachers elected or appointed to municipal or regional district offices may be granted leave of absence, at the cost of a teacher-teaching-on-call, up to a maximum of five (5) days in any one school year.



## **ARTICLE G.23      SUMMER SESSIONS**

1. All teachers with five (5) years' experience or more in the district may be granted leave of up to five (5) teaching days in June to attend summer sessions out of the Province without loss of pay.
2. Leave of absence may be granted to teachers with less than five years' experience in the district at cost of the teacher-teaching-on-call to the teacher.
3. A maximum of three persons per year will be granted leave under the provisions of this article.
4. Applications must be submitted to the Superintendent by May 15th, co-signed by the Principal indicating that satisfactory arrangements can be made.

## **ARTICLE G.24      COURT DUTY**

1. The Board shall grant leave without loss of pay to any employee who is subpoenaed for jury duty or called upon to act as a court witness provided they turn over to the Board any monies received for serving as a juror or witness on days they would normally be working. This will also apply where an employee is called upon to act as a witness in court, or at any other judicial proceeding on behalf of the Board.
2. Where the private affairs of an employee have led to an appearance of that employee in legal proceedings a leave of absence without loss of pay may be granted by the Superintendent, subject to the cost of the teacher-teaching-on-call being deducted from the teacher's pay cheque.

## **ARTICLE G.25      MATERNITY LEAVE**

1. Short-term Maternity Leave

A pregnant teacher shall be granted, upon request, a leave of absence as provided in the Employment Standards Act.

2. Extended Maternity Leave

Teachers granted leave under Article G.25.1 who choose not to return to work at the expiry of that leave shall be granted extended maternity leave without pay of up to ten (10) school months, such leave to be requested six (6) school weeks prior to the start of a semester or term. In any event the return to work shall coincide with the start of a semester or term.

3. Personal leave without pay shall be granted upon request for the duration of a school year.

4. Early Return and Emergency Situations

When a change in circumstances related to a teacher's pregnancy has occurred and they no longer require the previously applied for Extended Maternity Leave, they may apply for an early return to teaching. In such cases the teacher will be placed as soon as a suitable position is available. Early return from maternity leave shall be as provided by the Employment Standards Act.

5. Supplemental Benefits on Maternity Leave

When a pregnant teacher takes the maternity leave to which they are entitled pursuant to the Employment Standards Act and this Collective Agreement, the Board shall pay the teacher ninety (90%) of their current salary for the first two (2) weeks of the leave.

**ARTICLE G.26 EDUCATIONAL LEAVE**

The Board may grant educational leave, without pay, for employees to upgrade academic qualifications. Each case will be determined on an individual basis and approval or disapproval will not be subject to the grievance procedure.

## SIGNATURES

SIGNED: .....24... day of .....May....., 2023



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Jay Yule, Superintendent  
School District No. 47 (Powell River)



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Izi Loveluck, President District  
Powell River Teachers' Association



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



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Clint Johnston, President  
British Columbia Teachers' Federation

# PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

## LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

### Re: Designation of Provincial and Local Matters

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

5. Local and provincial ratification processes:
  - a. Agreements on local matters shall be ratified by the local parties subject to verification by the provincial parties that the matters in question are local matters (Appendix 2).
  - b. Agreements on provincial matters shall be ratified by the provincial parties.
6. Effective date of local matters items:
  - a. Agreements ratified by the school district and local union shall be effective upon the ratification of the new Provincial Collective Agreement unless the timelines are altered by mutual agreement of the provincial parties.

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

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

<b>Appendix 1 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/interfacesing
16. Grievance/Arbitration (including Expedited) Procedure and Troubleshooter

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

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

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

## **Section C – Employment Rights**

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



## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

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

## **January 22, 2021 - Provincial Matters**

<p style="text-align: center;"><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 A)
10. Parental Complaints, Public Complaints

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.

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

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

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

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

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

October 25/95

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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.

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

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

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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.

Dated this 7<sup>th</sup> of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“R. Worley”

“K. Halliday”



**LETTER OF UNDERSTANDING NO. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

**Between**

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

**And**

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

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

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

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**Not Applicable in School District No. 47 (Powell River).**

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

**Not Applicable in School District No. 47 (Powell River).**

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

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

**Remote Recruitment & Retention Allowance:**

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of  
Effective July 1, 2019 \$ 2,570  
Effective July 1, 2020 \$ 2,622  
Effective July 1, 2021 \$ 2,674  
upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.
- b. All employees identified will receive the annual recruitment allowance of  
Effective July 1, 2019 \$ 2,570  
Effective July 1, 2020 \$ 2,622  
Effective July 1, 2021 \$ 2,674  
as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.
- c. The allowance will be paid as a monthly allowance.

Signed this 13<sup>th</sup> day of June, 2012

*Revised: March 26, 2020*

Original signed by:

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Jacque Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

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

<b>School Name</b>	<b>Town/Community</b>
<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
Naghtaneged 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

**47 - Powell River (only part of district approved)**

Texada Elem	Texada Island
Kelly Creek Elem	

**49 - Central Coast (Entire District)**

**50 - Haida Gwaii (Entire District)**

**51 - Boundary (only part of district approved)**

Beaverdell Elementary	Beaverdell
Big White Elementary	Big White
Christina Lake Elementary School	
Dr. DA Perley Elementary School	
Grand Forks Secondary School	Grand Forks
Greenwood Elem	Greenwood
John A Hutton Elementary School	
Midway Elementary	Midway
Boundary Central Secondary	Midway
West Boundary Elem	Rock Creek

**52 - Prince Rupert (Entire District)**

**54 - Bulkley Valley (entire district approved)**

**57 - Prince George (only part of district approved)**

Dunster Elem	Dunster
Mackenzie Elem	Mackenzie
Mackenzie Secondary	Mackenzie
Morfee Elem	Mackenzie
McBride Sec	McBride
McBride Elem	McBride
Hixon Elem	Hixon
Giscome Elem	Giscome
Valemount Secondary	Valemount
Valemount Elementary	Valemount

**59 - Peace River South (Entire District)**

**60 - Peace River North (Entire District)**

**64 - Gulf Islands (only part of district approved)**



Saturna Elementary	Saturna
<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:

2. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
  - Both K – 12 and adult education seniority are contained on a single list in both districts.
  - Normal rules of porting apply.
  - No more than 1 year of seniority can be credited and ported for any single school year.
  - Maximum of 20 years can be ported.
  
3. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
  - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
  - Both lists remain separate when porting.
  - Up to 20 years of K – 12 and up to 20 years of adult education can be ported to the corresponding lists.
  - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.

- For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.
4. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
    - A combined total of up to 20 years of seniority can be ported.
    - No more than 1 year of seniority can be credited for any single school year.
  5. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
    - Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
    - No seniority could be ported to the other seniority list.
    - For example, teacher A in District A currently has 14 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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

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

## LETTER OF UNDERSTANDING No. 7

BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

#### Example 1

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

#### Example 2

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

*Revised with housekeeping March 26, 2020*

## LETTER OF UNDERSTANDING No. 8

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

1. Laid off teacher holding recall rights in one school district may port up to twenty (20) years of seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in their previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.

5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.
6. Consistent with Irene Holden’s previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.
7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

#### Example 1

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

#### Example 2

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



Original signed by:

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Alan Chell  
For BCPSEA

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March 26, 2020  
Date

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Teri Mooring  
For BCTF

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March 26, 2020  
Date

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

## LETTER OF UNDERSTANDING No. 9

### BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Provincial Extended Health Benefit Plan**

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

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

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

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

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

Agreed to on: November 26, 2012

*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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<sup>1</sup> The references to VSTA and VESTA represent internal union organization. The reference to the Vancouver Teachers' Federation is for collective agreement matters.  
School District No. 47 (Powell River) Working Document  
July 1, 2019-June 30, 2022 – Final Version May 11, 2023

### 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

<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
Massage therapist	\$900 per year
Physiotherapist	\$900 per year
Psychologist	\$900 per year
Speech therapist	\$800 per year
Acupuncturist	\$900 per year
Podiatrist/Chiropodist	\$800 per year

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

Not applicable in School District No. 47 (Powell River).

## LETTER OF UNDERSTANDING NO. 11

### BETWEEN

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

### AND THE

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

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

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

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

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

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experienced earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.

5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.
7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Article C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).
8. Once transferred, the previous local collective agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 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 of LOU 16(c) signed below.

Example:

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



4. Effective August 31, 2015, the previous local collective agreement increment language for temporary/continuing employees would then apply to the 4 months of experience that was transferred.

*Original signed by:*

Renzo Del Negro  
BCPSEA

Jim Iker  
BCTF

April 22, 2015  
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

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

**THEREFORE THE PARTIES AGREE THAT:**

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

### **Shared Commitment to Equitable Access to Learning**

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

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

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

### **Agreement to be Implemented**

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

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

4. All language pertaining to learning specialists shall be implemented as follows:
  - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
    - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;

- ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
  - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;
  - iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
  - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
- C. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local collective agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).
- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2019 –

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

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

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

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

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

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

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

The size of primary classes shall be limited as follows:

- A. Kindergarten classes shall not exceed 20 students;
  - B. Grade 1 classes shall not exceed 22 students;
  - C. Grade 2 classes shall not exceed 22 students;
  - D. Grade 3 classes shall not exceed 22 students.
7. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.

8. Where there is a combined primary/intermediate class, an average of the maximum class size of the lowest involved primary grade and the maximum class size of the lowest involved intermediate grade will apply.

#### K-3 Superior Provisions to Apply

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

#### Class Size Language: 4-12

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

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

#### Implementation of Class Composition Language

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



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

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

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

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

14. School Districts will make best efforts to achieve full compliance with the collective agreement provisions regarding class size and composition. Best efforts shall include:

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

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

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

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

### Non-Compliance

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

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

Remedies for Non-Compliance

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

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

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

B. Teachers of classes that do not comply with the restored class size and composition provisions will become eligible to receive a monthly remedy for non-compliance effective October 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.

*Original signed by*

British Columbia Public School Employers'  
Federation  
Association

British Columbia Teachers

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

## LETTER OF UNDERSTANDING NO. 13

### BETWEEN

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

### AND THE

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

#### **Re: Section 53 – Joint Consultation and Adjustment Opportunities**

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

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

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

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Federation  
Association

British Columbia Teachers

Alan Chell  
Mooring

Teri

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

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

**AND THE**

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

**Re: Cultural Leave for Aboriginal Employees**

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

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

**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN**

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

**AND THE**

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

**Re: Maternity/Pregnancy Supplemental Employment Benefits**

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

Discussions will take place prior to June 30, 2020.

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Federation  
Association

British Columbia Teachers

Alan Chell  
Mooring

Teri

Alan Chell, BCPSEA Board Chair

Teri Mooring, President



LETTER OF UNDERSTANDING NO. 16

**BETWEEN**

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

**AND THE**

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

**Re: Early Career Mentorship**

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

**LETTER OF UNDERSTANDING NO. 17**

**BETWEEN**

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

**AND THE**

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

**Re: Potential Grievance Resolution**

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

# Index

## A

ABORIGINAL EMPLOYEES - EMPLOYMENT EQUITY	108
ACCESS TO INFORMATION	17
AGREED UNDERSTANDING OF THE TERM TEACHER TEACHING ON CALL	105
ALTERNATE SCHOOL CALENDAR	62
APPOINTMENT OF TEACHERS	49
APPROVED SHORT TERM LEAVE	88
ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS	116
ASSOCIATION INVOLVEMENT IN BOARD BUDGET	66

## B

BENEFITS	122
BENEFITS	
BC MEDICAL PLAN	30
GENERAL	30, 32
BEREAVEMENT LEAVE	80, 88
BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL PSYCHOLOGISTS' PROFESSIONAL FEES	33

## C

CATEGORY 5+	32
CLASS COMPOSITION AND INCLUSION	58
CLASS SIZE AND TEACHER WORKLOAD	56
COLLEGE FEES	20
COMMITTEE MEMBERSHIP	8
COMPASSIONATE CARE LEAVE	78
COURT DUTY	89
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	86
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES LOU	143

## D

DEFINITIONS	16
DISCIPLINE AND DISMISSAL	51
DISCRETIONARY LEAVE, UNPAID	81
DISCRIMINATION	74

## E

EDUCATIONAL LEAVE	90
EI REBATE	25
EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES	108
EMPLOYMENT STANDARDS ACT LEAVES	80
EVALUATION	44
EVALUATION OF TEACHER PERFORMANCE	50
EXCLUSIONS FROM THE BARGAINING UNIT	20
EXPEDITED ARBITRATION	13
EXTRA-CURRICULAR ACTIVITIES	64

## F

FALSELY ACCUSED EMPLOYEE ASSISTANCE	75
-------------------------------------	----

<b>G</b>	
GRIEVANCE PROCEDURE	9
<b>H</b>	
HARASSMENT/SEXUAL HARASSMENT	68
HEALTH AND SAFETY	66
HOURS OF WORK AND PREPARATION TIME	63
<b>I</b>	
INCREMENTS	35
INITIAL/SPECIAL PLACEMENT	33
INTERNAL MAIL	17
ISOLATION ALLOWANCE	39
<b>L</b>	
LAYOFF, RECALL AND SEVERANCE	45
LEAVE	
APPROVED SHORT TERM LEAVE	88
ASSOCIATION BUSINESS	17
BEREAVEMENT	88
COMPASSIONATE CARE	78
COURT DUTY	89
EDUCATIONAL	90
ELECTIVE OFFICE	88
EXTENDED MATERNITY LEAVE	89
MATERNITY	89
PROFESSIONAL DEVELOPMENT CO-ORDINATOR	19
PROVINCIAL CONTRACT NEGOTIATIONS	14
SICK LEAVE	86
SUMMER SESSIONS	89
LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS' ACT	15
LEAVE FOR UNION BUSINESS	82
LEAVES OF ABSENCE	
BEREAVEMENT LEAVE	80
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	86
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES LOU	143
DISCRETIONARY LEAVE, UNPAID	81
EMPLOYMENT STANDARDS ACT LEAVES	80
PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST	119
REGULATORY BUSINESS PER TEACHERS' ACT	15
TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES	86
TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE	85
UNION BUSINESS	82
UNPAID DISCRETIONARY LEAVE	81
LEGISLATIVE CHANGE	15
LETTERS OF UNDERSTANDING	
AGREED UNDERSTANDING OF THE TERM TEACHER TEACHING ON CALL	105
AGREEMENT REGARDING RESTORATION OF CLASS SIZE, COMPOSITION, RATIOS AND ANCILLARY LANGUAGE	132
ARTICLE C.2. – PORTING OF SENIORITY – SEPARATE SENIORITY LISTS	114
ARTICLE C.4 – TTOC EMPLOYMENT - FORM A TEACHER NOTICE TTOC EXPERIENCE TRANSFER REQUEST	130
ARTICLE C.4 – TTOC EMPLOYMENT - FORM B TEACHER NOTICE TTOC EXPERIENCE TRANSFER REQUEST	131
ARTICLE C.4 TTOC EMPLOYMENT - TTOC EXPERIENCE CREDIT TRANSFER WITHIN A DISTRICT	127
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	143
School District No. 47 (Powell River) Working Document	
July 1, 2019-June 30, 2022 – Final Version May 11, 2023	148

DESIGNATION OF PROVINCIAL AND LOCAL MATTERS	92
EARLY CAREER MENTORSHIP	145
EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES	108
MATERNITY/PREGNANCY SUPPLEMENTAL EMPLOYMENT BENEFITS	144
PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS	116
POTENTIAL GRIEVANCE RESOLUTION	146
PROVINCIAL EXTENDED HEALTH BENEFIT PLAN	122
RECRUITMENT AND RETENTION FOR TEACHERS AT ELEMENTARY BEAVERDELL AND BIG WHITE ELEMENTARY SCHOOL	126
SECTION 4 OF BILL 27 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT	106
SECTION 53 – JOINT CONSULTATION AND ADJUSTMENT OPPORTUNITIES	141
TEACHER SUPPLY AND DEMAND INITIATIVES	109
LOCAL AND BCTF DUES DEDUCTION	8
 <b>M</b>	
MATERNITY LEAVE	89
MEMBERSHIP REQUIREMENT	7
MIDDLE SCHOOLS	61
 <b>N</b>	
NO CONTRACTING OUT	20
NON-SEXIST ENVIRONMENT	68
NOON-HOUR SUPERVISION	67
 <b>O</b>	
OPTIONAL TWELVE-MONTH PAY PLAN	28
 <b>P</b>	
PART MONTH AND DAILY ADJUSTMENT RATES FOR TEMPORARY OR CONTINUING APPOINTMENTS	38
PART-TIME APPOINTMENTS	55
PART-TIME LEAVE	53
PAY PERIODS	29
PAYMENT BEYOND SCHOOL YEAR	38
PERSONNEL FILES	73
PICKET LINE	18
PICKET LINE PROTECTION	18
PLACEMENT ON SCALE	34
PORTABILITY OF SICK LEAVE	78
PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST	119
PORTING OF SENIORITY – SEPARATE SENIORITY LISTS	114
PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS	116
POSITIONS OF SPECIAL ADMINISTRATIVE	37
POSTING AND FILLING VACANT POSITIONS (ASSIGNMENTS)	74
PREPARATION TIME	61, 63
PROCEDURES FOR DISMISSAL WHEN BASED ON PERFORMANCE	52
PROFESSIONAL AUTONOMY	77
PROFESSIONAL DEVELOPMENT	76
 <b>R</b>	
RATES FOR SUMMER SCHOOL	36
RECLASSIFICATION	36
RECOGNITION OF THE UNION	7
REGISTERED RETIREMENT SAVINGS PLAN	26
REGULAR WORK YEAR FOR TEACHERS	64
REIMBURSEMENT FOR MILEAGE AND INSURANCE	29
School District No. 47 (Powell River) Working Document July 1, 2019-June 30, 2022 – Final Version May 11, 2023	149

REIMBURSEMENT FOR PERSONAL PROPERTY LOSS	27
RESIGNATION	41
RESPONSIBILITIES OF THE PARTIES	18

**S**

SALARY	
ALLOWANCES	37, 38, 39, 40
GENERAL	21
INCREMENTS	35
PAY PERIODS	29
PLACEMENT ON SCALE	34
RECLASSIFICATION	36
SALARY SCHEDULE	22
SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION	25
SALARY INDEMNITY PLAN ALLOWANCE	27
SCHOOL ACT APPEALS	75
SCHOOL STAFF COMMITTEES	19
SCHOOL STAFF REPRESENTATIVES	19
SECTION 27.4 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT [LOU 3.B]	107
SECTION 4 OF BILL 27	106
SECURITY OF EMPLOYMENT	45
SENIORITY	41
SEVERANCE	47
SICK LEAVE	86
SIGNATURES	91
STAFF MEETINGS	65

**T**

TEACHER ASSISTANTS	20
TEACHER IN CHARGE (DURING PRINCIPAL ABSENCE)	39
TEACHER SUPPLY AND DEMAND INITIATIVES	109
TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES	86
TEACHERS-TEACHING-ON-CALL HIRING PRACTICES	54
TEACHER-TEACHING-ON-CALL EVALUATION	55
TECHNOLOGICAL CHANGE	65
TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE	85
TERM, CONTINUATION AND RENEGOTIATION	6
TRANSFER OF TEACHERS	74
TTOC CONDUCTING UNION BUSINESS NEGOTIATING TEAM	85
TTOC EMPLOYMENT	45
EXPERIENCE CREDIT	45
TTOC PAY AND BENEFITS	24
TTOCS CONDUCTING UNION BUSINESS	84

**U**

UNPAID DISCRETIONARY LEAVE	81
USE OF SCHOOL FACILITIES / BULLETIN BOARDS	17