

**WORKING DOCUMENT**  
**PROVINCIAL COLLECTIVE AGREEMENT**  
**between**  
**B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION ("BCPSEA")**  
**as**  
**Bargaining agent for all the school boards and**  
**Authorities established under the *School Act***  
**and**  
**BRITISH COLUMBIA TEACHERS' FEDERATION ("BCTF")**  
**on behalf of**  
**All employees included in the bargaining unit established**  
**under the *Public Education Labour Relations Act* ("PELRA")**  
**in**  
**SCHOOL DISTRICT NO. 19 (REVELSTOKE)**  
**THE BOARD OF EDUCATION OF**  
**SCHOOL DISTRICT NO. 19 (REVELSTOKE)**  
**(The "Employer")**  
**and**  
**THE REVELSTOKE TEACHERS' ASSOCIATION**  
**(The "Local")**  
**EFFECTIVE JULY 1, 2019 TO JUNE 30, 2022**

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## SECTION A        THE COLLECTIVE BARGAINING RELATIONSHIP

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

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

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

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

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer in SD #19 (Revelstoke) recognizes the local (Revelstoke Teachers' Association) as the teachers' union for the negotiation in SD #19 of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in SD #19 subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

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

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

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

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

the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.

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

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

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

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

### **1. Preamble**

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



## **Steps in Grievance Procedure**

### **2. Step One**

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

### **3. Step Two**

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

### **4. Step Three**

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

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

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

### **5. Omitting Steps**

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

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

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

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

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

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

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

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

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

## **9. General**

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

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

## **ARTICLE A.7: EXPEDITED ARBITRATION**

### **1. Scope**

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

### **2. Process**

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

- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or 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 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. Teachers teaching on call 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.20: COPY OF AGREEMENT**

The Board shall provide every employee with a copy of this agreement within thirty (30) days of ratification. The Board shall provide one printed copy for each school and each staff representative. Where additional printed copies are provided, the cost of printing shall be shared equally between the parties.

## **ARTICLE A.21: CONTRACTING OUT**

1. No RTA member employed by the Board will suffer reduction of employment due to contracting out.
2. The Board will not transfer teachers or change their assignments for the purposes of contracting out their previous assignment.

## **ARTICLE A.22: MANAGEMENT RIGHTS**

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

## **ARTICLE A.23: EXCLUSIONS**

1. The Board shall notify the RTA of all new positions offered in the district and submit a written job description of each new position to the RTA prior to posting.
2. Positions within the bargaining unit shall not be excluded from the bargaining unit except by mutual agreement. Newly created positions shall be included or excluded from the bargaining unit upon the mutual agreement of both parties. Exclusions shall be determined on the basis that the primary functions of the position are to exercise the responsibilities of a manager in the direction of the employees covered in this agreement.
3. Failure to reach such an agreement shall result in the parties referring the matter directly to arbitration pursuant to Article A.6 (Grievance Procedure).

## **ARTICLE A.24: ACCESS TO WORKSITE**

School facilities and equipment shall be made available to the RTA for meetings and other RTA activities provided normal booking requirements are met and normal booking procedures are used. Any costs incurred by the Board shall be paid by the RTA.

## **ARTICLE A.25: BULLETIN BOARDS**

The Board agrees that the RTA may post material on a bulletin board in each staff room.

## **ARTICLE A.26: INTERNAL MAIL**

The local and the BCTF shall have access to the district mail, email services, and employee mail boxes. The employer will respect the confidential nature of the union communications.

## **ARTICLE A.27: ACCESS TO INFORMATION**

The Board, upon request of the RTA, will provide:

- a. notification of transfers, hirings, dismissals, suspensions, resignations, retirements, deaths;
- b. agendas and minutes and attachments thereto of all public Board meetings, at the time of distribution;
- c. a list of employees organized alphabetically by last name. The list will indicate the employee's name, S.D. #19 employee number, address and phone number.
- d. for collective bargaining purposes, a scattergram, list of employees showing grid placement, schedule of benefit participation;
- e. by October 15<sup>th</sup> of each year, a list of all teachers employed by the Board in order of seniority calculated according to this agreement setting out the length of seniority as of September 1<sup>st</sup> of that year.

## **ARTICLE A.28: PICKET LINE PROTECTION**

1. For the purposes of this article, a duly constituted picket line shall be defined as one that has not been declared illegal by either the courts or the Labour Relations Board.
2. Any teacher covered under this agreement shall have the right to refuse to cross or work behind a duly constituted picket line. Any employees failing to report for duty for this reason shall be considered to be absent without pay, and no disciplinary action other than a commensurate salary adjustment shall be taken by the Board.
3. No teacher covered by this agreement shall be directed by the Board to do work or carry out duties normally performed by Board employees locked out or engaged in a legal strike. The Board shall not require teachers covered by this agreement to request pupils to carry out such duties.
4. In the event that a teacher is certified as being ill by a physician and indicates in writing that they would have crossed the picket line had they been medically fit, they shall be entitled to sick leave provisions.



## **ARTICLE A.29: SCHOOL UNION REPRESENTATIVES**

1. The Board recognizes school union representatives in each school selected by the RTA to represent its members. Administrative staff shall ensure that school union representatives are allowed to fulfill their RTA duties in an unhindered environment.
2. When, as provided for in Article A.6.2 a meeting with a teacher is to be held at which the school union representative is to be present, the administrator shall provide advance notice and schedule the meeting at a time convenient to the parties and outside of instructional hours.
3. The teacher may request that a meeting with an administrator be held outside of instructional hours so that school union representatives may be present.
4. School union representatives shall schedule any business meetings of members of the bargaining unit outside of instructional hours.
5. The Executive Officers or school union representatives shall have the right to hold discussions or meetings with a teacher or teachers. Such discussions and meetings shall not interfere with the regular operation of the school.

## **ARTICLE A.30: LIAISON COMMITTEE**

The Board and the RTA agree to the formation of a Liaison Committee. The terms of reference shall be jointly developed with the purpose of the Committee being to meet and discuss educational issues and/or contract interpretation and administration. Either party may place items on the agenda. The Committee shall be responsible for making recommendations and/or presenting viewpoints to the Board.

## **ARTICLE A.31: SCHOOL STAFF COMMITTEES**

1. Establishing Staff Committee
  - a. Each school staff shall have the right to form a staff committee structure which fosters a democratic, collegial process in school-based decision making.
2. Size and Make-Up
  - a. Staff committees may consist of the total staff or a representative committee elected by the staff as a whole.
  - b. The staff committee shall include a representative of the school administration and a school union representative.
3. Operational Procedures
  - a. The size, composition, tenure and operational procedures of the staff committee shall be determined by a majority vote of the school staff.

- b. Copies of the current procedures for each school shall be filed with the RTA and the Board.

4. Areas of Responsibility

- a. A staff committee's role may include the following:
  - i) the development and maintenance of effective communication and consultative processes throughout the school;
  - ii) the review of school policies and procedures and the development of recommendations for improvement;
  - iii) receiving and making recommendations on matters of concern presented by staff.

5. Implementation

- a. The school administration shall implement the recommendations of the staff committee that have been adopted by a majority decision of the staff or shall provide a rationale to the staff if the recommendations are not implemented.
- b. Should the school administration fail to implement recommendations of the school staff committee, the committee may request an explanation which shall be provided by the Principal. The school staff committee may forward this information to the Superintendent of Schools.

**ARTICLE A.32: RTA INVOLVEMENT IN BUDGET**

- 1. The RTA will be provided with an opportunity to make a budget submission as part of the development of the Board's annual budget.
- 2. The RTA will be provided with the annual financial statements, the annual operating budget as submitted to the Ministry and any other information requested, upon Board approval.

**ARTICLE A.33: STRIKE / LOCKOUT**

There shall be no strikes or lockouts so long as this agreement continues to operate.

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

### **ARTICLE B.1:        SALARY**

1.     The local salary grids are amended to reflect the following general wage increases:
  - a.     Effective July 1, 2019 – 2% adjustment to the Local Salary Grids
  - b.     Effective July 1, 2020 – 2% adjustment to the Local Salary Grids
  - c.     Effective July 1, 2021 – 2% adjustment to the Local Salary Grids
2.     Teachers employed on the date of ratification and who were employed on July 1, 2019 shall receive retroactive payment of wages to July 1, 2019.

Teachers hired after July 1, 2019 and were employed on the date of ratification, and teachers who retired between July 1, 2019 and the date of ratification, shall have their retro-active pay pro-rated from their date of hire to the date of ratification or from July 1, 2019 to date of retirement.
3.     The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c above:
  - a.     Department Head
  - b.     Positions of Special Responsibility
  - c.     First Aid
  - d.     One Room School
  - e.     Isolation and Related Allowances
  - f.     Moving/Relocation
  - g.     Recruitment & Retention
  - h.     Mileage/Auto not to exceed the CRA maximum rate
4.     The following allowances shall not be adjusted by the increases in B.1.1.a, b, and c above:
  - a.     Per Diems
  - b.     Housing
  - c.     Pro D (unless formula-linked to the grid)
  - d.     Clothing
  - e.     Classroom Supplies
5.     Provide for a one percent (1%) increase to the top step of the salary grid effective July 1, 2020.
6.     Effective July 1, 2021 Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/ term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.

## 7. Salary Grids

\* Teachers new to the District with no teaching experience shall be placed at Step 2 of the Salary Grid and will proceed to Step 3 the following year.

### July 1, 2019 (2% increase)

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,836	\$ 52,129	\$ 55,495	\$ 56,677
1	\$ 50,149	\$ 54,985	\$ 58,597	\$ 59,866
2	\$ 52,464	\$ 57,839	\$ 61,699	\$ 63,054
3	\$ 54,778	\$ 60,694	\$ 64,801	\$ 66,243
4	\$ 57,091	\$ 63,549	\$ 67,902	\$ 69,431
5	\$ 59,406	\$ 66,404	\$ 71,003	\$ 72,620
6	\$ 61,721	\$ 69,258	\$ 74,106	\$ 75,808
7	\$ 64,035	\$ 72,114	\$ 77,208	\$ 78,997
8	\$ 66,349	\$ 74,968	\$ 80,309	\$ 82,185
9	\$ 68,662	\$ 77,822	\$ 83,412	\$ 85,374
10	\$ 73,107	\$ 83,097	\$ 88,998	\$ 91,073

### July 1, 2020 (2% increase)

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,793	\$ 53,172	\$ 56,605	\$ 57,811
1	\$ 51,152	\$ 56,085	\$ 59,769	\$ 61,063
2	\$ 53,513	\$ 58,996	\$ 62,933	\$ 64,315
3	\$ 55,874	\$ 61,908	\$ 66,097	\$ 67,568
4	\$ 58,233	\$ 64,820	\$ 69,260	\$ 70,820
5	\$ 60,594	\$ 67,732	\$ 72,423	\$ 74,072
6	\$ 62,956	\$ 70,643	\$ 75,588	\$ 77,325
7	\$ 65,315	\$ 73,556	\$ 78,752	\$ 80,577
8	\$ 67,676	\$ 76,467	\$ 81,915	\$ 83,829
9	\$ 70,036	\$ 79,378	\$ 85,080	\$ 87,081
10	\$ 75,301	\$ 85,590	\$ 91,668	\$ 93,805

**July 1, 2021 (2.0% increase)**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 49,769	\$ 54,235	\$ 57,737	\$ 58,967
<b>1</b>	\$ 52,175	\$ 57,207	\$ 60,964	\$ 62,284
<b>2</b>	\$ 54,583	\$ 60,176	\$ 64,191	\$ 65,602
<b>3</b>	\$ 56,991	\$ 63,146	\$ 67,419	\$ 68,919
<b>4</b>	\$ 59,398	\$ 66,116	\$ 70,646	\$ 72,236
<b>5</b>	\$ 61,806	\$ 69,087	\$ 73,872	\$ 75,554
<b>6</b>	\$ 64,215	\$ 72,056	\$ 77,100	\$ 78,871
<b>7</b>	\$ 66,622	\$ 75,027	\$ 80,327	\$ 82,188
<b>8</b>	\$ 69,029	\$ 77,997	\$ 83,553	\$ 85,506
<b>9</b>	\$ 71,436	\$ 80,966	\$ 86,781	\$ 88,823
<b>10</b>	\$ 76,807	\$ 87,302	\$ 93,501	\$ 95,681

**8. Allowances**

**Department Head Allowance:**

Effective July 1, 2019	\$1,087.18
Effective July 1, 2020	\$1,108.92
Effective July 1, 2021	\$1,131.10

**First Aid Allowance:**

Effective July 1, 2019	\$128.35
Effective July 1, 2020	\$130.91
Effective July 1, 2021	\$133.53

**Teacher-In-Charge Half Day Allowance:**

Effective July 1, 2019	\$25.16
Effective July 1, 2020	\$25.67
Effective July 1, 2021	\$26.18

**Teacher-In-Charge Full Day Allowance:**

Effective July 1, 2019	\$50.34
Effective July 1, 2020	\$51.34
Effective July 1, 2021	\$52.37

## **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. Professional Development Days**

The Teacher-Teaching-On-Call shall participate with pay, in any Professional Development day which occurs during a long-term assignment providing it occurs after the fifth (5<sup>th</sup>) day of such assignment.

### **8. Teacher-Teaching-On-Call Pay Periods**

The Board shall monthly, and not later than ten (10) days after each pay period, pay to each Teacher-Teaching-On-Call all wages earned for that pay period. Teachers-Teaching-On-Call in a long-term assignment will, upon request, be entitled to a mid-pay period advance based on days worked.

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

***Not applicable in School District No. 19 (Revelstoke).***

#### **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**

### ***B.9.1 – B.9.3 Not applicable in School District No. 19 (Revelstoke).***

## **LOCAL PROVISIONS**

4. Except as otherwise provided in this article, each teacher, except a Teacher-Teaching-On-Call, shall be paid 1/10<sup>th</sup> of the teacher's current annual salary and allowance or bonus on the last teaching day of each month from September to June. All teachers, other than Teachers-Teaching-On-Call, shall receive an advance on the 15<sup>th</sup> day of each month equal to 30% of their gross monthly salary.
5. The following schedule will apply for the 15<sup>th</sup> advance and last teaching day of the month when it falls on a day when all financial institutions in Revelstoke are not open simultaneously.

<b>15<sup>th</sup> ADVANCE</b>	<b>CREDIT UNION AND BANKS</b>
If the 15 <sup>th</sup> is a Saturday	Previous Friday
If the 15 <sup>th</sup> is a Sunday	Previous Friday
If the 15 <sup>th</sup> is a Monday	Previous Saturday

<b>LAST TEACHING DAY OF THE MONTH</b>	
Credit Union and Banks	Paid on Saturday

## **ARTICLE B.10: REIMBURSEMENT FOR MILEAGE AND INSURANCE**

1. Provincial Article B.10.1 not applicable in School District No. 19 (Revelstoke). See Article B.10.5 below.
2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

4. Provincial Article B.10.4 not applicable in School District No. 19 (Revelstoke).

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

## LOCAL PROVISIONS

5. Mileage Allowance
  - a. When teachers are required by the Board to supply their own transportation in the course of regularly assigned duties or other School Board business, the mileage allowance shall be at the same rate paid to Trustees on School Board business. All mileage allowance shall be subject to prior authorization by the Board.
  - b. Exceptions to this article may be dealt with by direct application to the Board.

## ARTICLE B.11: BENEFITS

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

## LOCAL PROVISIONS

*Note: Benefit Brochures are available online.*

5. Medical/Dental Benefits
  - a. Participation in the British Columbia Medical Services Plan, including the Provincial Extended Health Benefit Plan, shall be a condition of employment for all teachers and teachers on a long term assignment of forty (40) days or longer, appointed to the district half-time or more, and are qualified to participate under the plan. The premiums shall be paid entirely by the Board.

- b. Participation in the MSA Dental Care Plan shall be a condition of employment for teachers, appointed to the district half-time or more, joining the staff of this district after December 31, 1981. The Board shall pay 75% of the premium costs.
- c. The Board shall continue to pay its share of premiums for benefit plans for a teacher who is receiving Salary Indemnity Plan Benefits for a maximum of one year.

6. Group Life Coverage

- a. Employees may participate in the BCTF/BCSTA Group Life Insurance Plan. The Board shall pay 75% of the premium costs.
- b. Any premium contributed by any teacher toward the total premium payable under this policy for insurance on the life of such teacher shall be deemed by the employer to be applied first to the premium for the amount of their insurance (if any) in excess of \$25,000 and the balance (if any) of the employee's premium shall be deemed by the employer to be applied to the first \$25,000 of this insurance.
- c. The Board shall continue to pay its share of premiums for benefit plans for a teacher who is receiving Salary Indemnity Plan Benefits for a maximum of one year.

7. Death Benefits

In the event of death of a teacher, the Board shall pay one month's salary to the widow or widower of the deceased, or to the estate if there be no widow or widower; this payment to be in addition to any amount earned by the deceased up to the date on which they last served.

8. BCTF Voluntary Insurance Plans

The Board agrees to administer the BCTF Voluntary Insurance Plans.

9. Employee Assistance Plan (EAP)

- a. Further information regarding counselling and assistance programs can be obtained by calling 1-800-268-5211. Brochures are also available in each staff room or at the School Board Office.
- b. One day's leave may be used for an initial consultation out of Revelstoke. Such leave shall be with pay but with leave charged to sick leave allowance.

## **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 PLACEMENT**

Except as provided elsewhere in this agreement, a teacher shall be paid a basic annual salary determined in accordance with Article B.1 (Salary). Each teacher shall be placed on the basic salary schedule in accordance with the teacher's category and experience as provided in this agreement. A teacher may be paid in excess of the scale by mutual agreement of the Board and the RTA.

All rates of pay specified in this agreement are inclusive of annual vacation and statutory (general) holiday pay.

## **ARTICLE B.21: DOCUMENTATION REQUIREMENTS**

1. A teacher's placement in a salary category shall be as determined by the Provincial Teacher Qualification Service, except as provided for in Article B.25 (Category Placement Exceptions).
2. At the time of appointment, the Board shall advise the teacher, in writing, of the procedures and documentation required to establish placement. Such documentation shall be submitted to the Board within the time required. It is the teacher's responsibility to provide the Board with all necessary certification and experience documentation. The deadline to provide the requested information will be automatically extended when the delay is caused by another institution or organization. The teacher is required to advise the Board if any delay is expected in meeting the deadlines in which case the Board may extend the deadline. The Board agrees to pay the teacher at the new category level retroactive to the effective date of the change. Otherwise, any salary adjustment will be effective at the beginning of the month following presentation of the changed certificate.
3. The Board shall notify the teacher in writing, of their placement in a salary category after receiving the necessary certification and experience documentation.

## **ARTICLE B.22: RECOGNITION OF PREVIOUS TEACHING EXPERIENCE**

Years of experience to be recognized for salary purposes on appointment to staff shall be determined by the Superintendent of Schools on the following basis:

- a. All teacher experience on a continuing or temporary appointment:
  - i. in public schools in British Columbia;
  - ii. in government supported and government inspected schools outside British Columbia;
  - iii. in government supported and government inspected private schools in British Columbia which use Ministry of Education curricula and only for such experience gained after September, 1979;
  - iv. as a university or college faculty member, provided the experience was gained after December, 1980 and the teacher held a valid teaching certificate

throughout the period involved and was responsible for at least nine (9) academic hours per week in the period.

- b. Professional or senior managerial assignments with the Ministry of Education and/or the BCTF, provided the teacher held a valid teaching certificate throughout the appointment.
- c. The experience of the teacher in a field or fields closely related to the teacher's instructional assignment may be recognized, with a maximum of three (3) years of such recognition.
- d. Teachers who have retired and are re-employed shall be paid according to their experience and certification prior to retirement.
- e. 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 of Schools for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure, as outlined in Article A.6 (Grievance Procedure) of this contract will apply.
- f. Upon receipt of documentation which establishes a salary category/experience higher than that in which the teacher was initially placed, a salary adjustment shall be made effective to the time of presentation.

## **ARTICLE B.23: ACCUMULATION OF TEACHING EXPERIENCE**

1. A teacher will be placed on the step which is equivalent to the number of years of teaching experience. One year of experience will be credited for:
  - i. a minimum of eight (8) months of full-time equivalent employment during one school year;
  - ii. a minimum of eight (8) months of full-time equivalent employment during one calendar year;
  - iii. a minimum of eight (8) months (160 days) full-time equivalent teaching accumulated by periods of long term assignments, part-time teaching and Teacher-Teaching-On-Call may be added together for accumulation of years of experience credit.

[Note: Effective September 19<sup>th</sup>, 2014, Teachers-Teaching-on-Call will accrue experience credit and increments in accordance with Article C.4 Teacher Teaching on Call Employment and Letter of Understanding No. 16. B.23.1.iii will continue to apply for initial placement on scale.]
2. For salary purposes, a Teacher-Teaching-On-Call in Revelstoke shall accumulate credit retroactively to September 1, 1991. Teachers-Teaching-On-Call new to the district are responsible for providing the Board with proof of experience from previous districts.

## **ARTICLE B.24: INCREMENT DATES**

Experience increments shall be recognized on a monthly basis following the date on which applicable accumulation is earned.

## **ARTICLE B.25: CATEGORY PLACEMENT EXCEPTIONS**

A teacher with a Letter of Permission and a university degree shall be placed in category 4 with appropriate recognition of teaching experience.

## **ARTICLE B.26: PART-TIME TEACHERS' PAY**

1. A part-time teacher shall be paid the proportion of annual salary which is the percentage of full-time specified in the teacher's letter of appointment.

## **ARTICLE B.27: PART MONTH PAYMENTS AND DEDUCTIONS**

1. The rate of deduction for a day without pay shall be defined as  $1/200^{\text{th}}$  of the current annual salary of the teacher.
2. Any prescribed day on which the teacher is on an authorized leave of absence shall be deemed to be a day of work and deductions which are authorized by this agreement in respect of such leave of absence shall be made from the teacher's monthly pay.

In the event that a teacher commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts:

- a.  $1/20^{\text{th}}$  of regular monthly salary for each day taught; or
- b. full regular monthly salary less  $1/20^{\text{th}}$  of the salary for each day not taught.

## **ARTICLE B.28: ALLOWANCES**

1. First Aid
  - a. The Board shall pay an allowance in accordance with Article B.1 (Salary) to a minimum of one (1) teacher per school holding a valid Industrial First Aid certificate and acting as First Aid attendant in each school as required under the WCB Regulations.
  - b. The Board shall reimburse the applicable course fees for the renewal of the certificate, subject to successful completion of the course. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.



## **ARTICLE B.29:     TEACHER-IN-CHARGE**

1.     In each school, the Principal shall appoint from the applications for the position, the Teacher-In-Charge.
2.     In the event that all administrators and/or head teachers assigned to the school are absent from the district or ill, a teacher may be requested to assume the duties specified in this clause for periods not exceeding five (5) consecutive days at any one time unless mutually agreed upon.
3.     The Teacher-In-Charge shall strive to ensure 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. They may be requested to assume some of the day-to-day routines attached to administration. The Teacher-In-Charge shall not be responsible for major administrative or managerial duties, and specifically, shall not have such responsibilities in relation to other teachers or parents.
4.     When acting as Teacher-In-Charge, the teacher shall be provided with sufficient Teacher-Teaching-On-Call time as required.
5.     When acting as Teacher-In-Charge, the teacher is covered by all the terms and conditions of the RTA Collective Agreement.
6.     The Teacher-In-Charge shall be paid at the rate specified in Article B.1 (Salary).

## **ARTICLE B.30:     NO CUTS IN SALARY**

No teacher shall suffer a reduction in salary or benefits as a result of implementation of this contract.

## **ARTICLE B.31:     POSITIONS OF SPECIAL RESPONSIBILITY**

1.     Job descriptions for positions of special responsibility shall be developed by the Board with input from the RTA. These shall include, but not be limited to, Department Coordinators/Heads, Head Teachers/Teachers-In-Charge, the Elementary Counsellor, Resource/Curriculum Implementation Teachers, etc. When such a position is created or changed, the allowance and/or release time (i.e., time released from teaching duties to do a particular duty) shall be subject to negotiations between the Board and the RTA. Existing positions of Special Responsibility shall not be eliminated or changed prior to discussion between the Board and the RTA.
2.     All positions of Special Responsibility shall be filled by application. Teachers appointed or assigned to positions of Special Responsibility shall, during the term of the position, receive an annual allowance as outlined in Article B.1 (Salary).

## **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 teacher teaching on call 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.

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

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

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

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

2. Increment Date for Salary Grid Placement

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

[Note: Also see Letter of Understanding 16(c) TTOC Experience Credit Transfer Within a District]

**ARTICLE C.20: EMPLOYMENT ON CONTINUING CONTRACT**

All teachers appointed by the Board to the teaching staff of the district shall be appointed on a continuing contract of employment, except for:

- a. temporary appointments, subject to the provisions of Article C.23 (Temporary Appointments);
- b. probationary appointments subject to the provisions of Article C.21 (Dismissal and Discipline);
- c. long-term assignments subject to the provisions of Article D.31 (Long Term Teacher-Teaching-on-Call Assignments); and
- d. Teachers-Teaching-on-Call, subject to the provisions of this agreement.

**ARTICLE C.21: DISMISSAL AND DISCIPLINE**

1. Dismissal and Discipline for Misconduct

a. General

This article applies to discipline, suspension or dismissal of a teacher pursuant to Section 15 and 16 of the *School Act, R.S.B.C. 1996, c.412* with amendments.

The Board or its officials shall not discipline, suspend, or dismiss any person bound by this agreement except for just and reasonable cause.

b. Notification of Investigation

Where a teacher is under investigation by the Board for any cause, the teacher and the RTA shall be advised in writing of that fact immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation. Such notice shall contain a statement as to the general nature of the allegation. In any event, the teacher and the RTA shall be notified at the earliest reasonable time and before any action is taken by the Board. The teacher shall be advised of the right to be accompanied by a representative of the RTA at any interview in connection with such investigation.

c. Board Hearing

The Board shall not suspend (other than a suspension to which Section 15(5) applies) or dismiss any person bound by this agreement unless it has, prior to considering such action, convened a hearing with the teacher and the RTA as follows:

- i. The teacher and the RTA shall be given seventy-two (72) hours notice of the hearing. Such notice shall be in writing and shall include a statement as to the grounds for the contemplated action as well as all documents that will be considered at the hearing.
- ii. The RTA, on behalf of the teacher, may file a written reply to the allegations prior to the hearing.
- iii. At such hearing, the teacher shall be accompanied by a representative and/or advocate appointed by the RTA, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board and to present witnesses on behalf of the teacher. They shall be entitled to ask questions or seek clarification of procedures and information.

Should the member receive legal advice recommending against attending this hearing, the RTA, on behalf of the member, may waive the right of this hearing. Where the right to the hearing is waived, the RTA and the member agree that the Board has fulfilled its obligations to the member as described above.

The decision of the Board shall be communicated in writing to the teacher and the RTA and shall contain a statement of the grounds and reasons for the decision.

The decision of the Board pursuant to Section 15(7) shall be communicated in writing and shall contain a statement of the grounds and reasons for the decision.

d. Media Release

Neither the Board nor the RTA shall 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 RTA has been contacted. The media release will only describe the general nature of the charge against the teacher and the Board's decision as a result of its deliberations.

e. Subject to Grievance Procedure

Any dispute arising out of disciplinary action or dismissal action shall be subject to the grievance procedure commencing at Step Two. The RTA shall have the option of referring a grievance regarding dismissal directly to arbitration provided for in A.6 (Grievance Procedure).

At an arbitration in respect of the discipline or dismissal of a teacher for misconduct, no material which has been removed from the file pursuant to Article E.28 (Personnel Files) may be presented.

## 2. Probationary Appointments

- a. No teacher shall be placed on probationary appointment unless, during their first year of continuing contract, they have received a teacher report indicating less than satisfactory performance. Such report shall be written in accordance with the provisions of Article E.22 (Evaluation of Teaching) with the exception of Article E.22.3.
- b. In the event that the Board places a teacher on probation, it shall provide full written reasons to the teacher at that time. The teacher shall have the opportunity to discuss the reasons for the recommendation with the relevant district officials and the Principal. The teacher may be accompanied at such discussions by a member of the RTA or BCTF staff. A teacher placed on probation will be provided with a plan of assistance.
- c. The Board shall not cancel a probationary appointment unless there has been a second teaching report, written by a different evaluator, indicating less than satisfactory performance. The second report shall be based on at least three classroom visitations.

## 3. Dismissal for Less Than Satisfactory Performance

The following applies with respect to teachers who are not placed on a probationary appointment.

### a. Procedure

- i. The Board shall not dismiss a teacher on the basis of less than satisfactory performance regarding the work of the teacher and the learning situation in the class or classes of the teacher unless there are three (3) Teacher Evaluation Reports written in accordance with Article E.22 (Evaluation of Teaching) by at least two (2) different evaluators, which conclude that the performance of the teacher is less than satisfactory.
- ii. Where a Board official concludes from observations conducted during the report writing process that the performance of the teacher is less than satisfactory, and could lead to the issuance of a first less than satisfactory report, they will:
  - 1. provide the teacher with written notice of the concerns and include suggestions for improvement;
  - 2. meet with the teacher to discuss the concerns and consider ways that assistance may be offered;
  - 3. provide the teacher with at least twenty (20) teaching days to address the concerns prior to reinitiating the report writing process.

b. Timelines

With respect to the three (3) reports which conclude that the performance of the teacher is less than satisfactory:

- i. the reports normally shall have been issued in a maximum of twenty-four (24) calendar months;
- ii. at least one of the reports must be written in the year following that in which the process was started and cannot be issued until at least forty (40) teaching days after school is back in session;
- iii. there shall be at least eighty (80) teaching days between any two of the reports.

c. Notification of Dismissal

Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall notify the teacher and the RTA of such intention and provide an opportunity for the teacher and representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.

## **ARTICLE C.22: TEACHERS RIGHT TO PART-TIME EMPLOYMENT**

1. Part-Time Employment

- a.
  - i. 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 assignment for a year or less. The Board shall not unreasonably refuse such a request. The appointment shall be granted through a leave of absence without pay and must be requested in writing prior to May 15<sup>th</sup> of each year.
  - ii. Continuing contract fractions of less than .4 FTE will be granted to employees only where annual school program organization and effective staff deployment permit.
  - iii. Where a vacancy occurs due to the granting of a part-time continuing appointment, the Board may create a temporary position unless another person with a continuing appointment applies for the new vacancy.
  - iv. At the end of the leave of absence, the teacher shall revert to a full-time continuing appointment in a similar assignment where practicable unless a further part-time appointment is requested and granted.
- b. Teachers interested in requesting a teaching time increase or resigning from a portion of their continuing appointment should advise the Superintendent of Schools and the current school based administration in writing prior to May 15<sup>th</sup>.

## 2. Job Sharing

The Board and the RTA agree that job sharing has a potential benefit for both the district and the teacher. Two teachers on continuing appointment to the teaching staff of the district may, without prejudice to either appointment, jointly request a job sharing assignment for one year. Such assignment is to equal one full-time (1.0 FTE) position. The Board will consider school organization, timetables and program requirements before deciding upon a job sharing request.

Where the request is granted:

- a. Salary and benefits shall be pro-rated according to the percentage of time worked by each teacher. The Board's costs will be limited to 1.0 FTE between two staff members. This article will supersede Article B.11.2 for administration purposes.
- b. A teacher who accepts a job-sharing assignment under this article will be responsible for all costs in excess of their agreed teaching assignment. For example:

1.0 FTE shared 60% and 40%

### Paid by the Board

60% position

60% of 100% BC Medical  
60% of 100% Extended Health  
60% of 75% Dental

### Paid by the Board

40% position

40% of 100% BC Medical  
40% of 100% Extended Health  
40% of 75% Dental

The difference between what is paid by the Board and what is required by the benefit carrier will be deducted and remitted on behalf of the employee so affected on a monthly basis.

- i. The job sharers are expected to make reciprocal arrangements for coverage during short-term leaves. Long-term leaves by one may be covered by the other with compensation on scale. Any exceptions to these situations can be resolved by mutual agreement between the Board and the RTA or by hiring a Teacher-Teaching-on-Call.



## **ARTICLE C.23: TEMPORARY APPOINTMENTS**

1. The Board shall appoint teachers on temporary appointments to fill vacancies created by job-sharing assignments and leaves granted pursuant to the following articles:
  - a. G.6.9 Elected Union Officer
  - b. G.22 Maternity Leave
  - c. G.23 Parenthood Leave
  - d. G.26 Extended Maternity, Parenthood (Adoption) Leave
  - e. G.31 Self-Funded Leave Plan
  - f. G.34 Education Leave
  - g. G.38 Long-Term Personal Leave

In addition, any vacancy created by a leave of absence which has a duration in excess of three (3) months shall be filled as a temporary appointment.

2. Except for vacancies filled as temporary appointments pursuant to Article C.23.1, vacancies that arise after the commencement of the school year and have a duration to the end of the school year or longer shall be posted and filled on a temporary basis to the end of the school year.
3. Teaching positions temporarily existing will be posted and filled as temporary appointments.
4. The Board agrees to provide the RTA no later than October 15<sup>th</sup> in any school year, a list of teachers hired on temporary appointment for the school year and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.
5. A certified teacher will be converted to a continuing contract upon the successful completion of ten (10) accumulated FTE months in at least two (2) posted temporary appointment(s). At the conclusion of the temporary appointment wherein the teacher converted to a continuing contract pursuant to this clause (C.23.5), the teacher shall obtain recall rights pursuant to Article C.24 (Seniority, Layoff, Recall).

## **ARTICLE C.24: SENIORITY, LAYOFF, RECALL**

1. Seniority
  - i. In this agreement, “seniority” applies to teachers under a continuing contract and means a teacher’s length of service as a continuing and/or temporary teacher in School District No. 19 (Revelstoke). The calculation of length of service will include all continuing and temporary service even if there has been a break in the employment relationship between such service. Part-time teaching shall be credited for purposes of seniority as if it were full-time service.
  - ii. When the seniority of two (2) or more teachers is equal based on the paragraph above, the teacher having the greatest consecutive employment calculated from the effective date of appointment of consecutive service with the Board shall be deemed to have the greatest seniority.

- iii. When the seniority of two (2) or more teachers is equal based on the two (2) preceding paragraphs, the teacher with the greatest aggregate length of service with another school authority or authorities recognized for salary experience purposes on the salary schedule in this agreement, shall be deemed to have the greatest seniority.

## 2. Seniority Accrual

- a. A teacher shall continue to accumulate seniority while on leave of absence without pay up to one (1) month in duration.
- b. A teacher shall not accrue seniority while on leave of absence without pay for longer than one (1) month, unless provided otherwise in this agreement.
- c. The following leaves of absences in excess of one month shall count toward aggregate length of service:
  - i. Maternity Leave (as per Employment Standards Act);
  - ii. Leave for education purposes;
  - iii. Leave for duties with the BCTF;
  - iv. Secondment to the Ministry of Education, a Faculty of Education or participation in a recognized teacher exchange program;
  - v. Long-term sick leave;
  - vi. Leave for teaching with other recognized educational services (for example, CUSO), where such leave is approved by the Board.
- d. A teacher on long-term personal leave or extended maternity leave shall not accumulate seniority but continuity of service shall be deemed not to have been broken.

## 3. Need to Reduce Staff Numbers

Where the Board considers that for educational, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Board, it shall be done in accordance with the provisions of this agreement. Nothing in this article is intended to interfere with the Board's authority regarding suspension, dismissal or termination of teaching personnel pursuant to this agreement.

## 4. Principle of Security

The Board and the RTA recognize that increased length of professional employment with the Board entitles teachers who possess the necessary qualifications to increased security of teaching employment.

## 5. Procedures for Reducing Staff Positions

When a reduction in the number of teachers employed is necessary, the teachers to be retained on staff shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

6. Necessary Qualifications

- a. Necessary Qualifications in respect to a teaching position means a reasonable expectation based on the teaching certification, training, education, and experience of the teacher that that teacher will be able to perform the duties of the position in an acceptable manner.
- b. Necessary Qualifications are, in the final analysis, determined by the Superintendent of Schools and subject to the grievance procedure.

7. Notice of Lay-Off

The Board shall give each teacher it intends to lay-off, with a copy to the RTA, notice in writing on or before May 31<sup>st</sup> or November 15<sup>th</sup>, such notice to be effective at the end of that school term. This notice shall include the reason for the lay-off, and a list of junior teachers retained with special qualifications.

8. Recall to Employment Rights

A continuing teacher who is laid-off shall have recall to employment rights for twenty-four (24) months from the effective date of the lay-off. An offer by the Board of appointment to a temporary position or to a long term assignment does not affect the recall rights of the teacher on lay-off whether the offer is accepted or not.

9. Option of Severance Pay

- a. A teacher on continuing appointment who has completed one (1) or more years of continuous employment with the district and who is laid-off may:
  - i. immediately elect to be paid severance pay and relinquish recall to employment rights; or
  - ii. elect to retain recall rights until October 15<sup>th</sup> of the next school year, at which time if they have not been recalled, they will be paid severance pay and continue having recall rights.
- b. Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary for each completed year of continuous service to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the effective date of the lay-off.
- c. A teacher who receives severance pay pursuant to this agreement and who is subsequently re-hired by the Board, shall retain any payment made under the terms of this article and in such case, for purposes only of the calculation of any severance pay in the future, the calculation of years of service shall commence with the date of such re-hiring.

10. Loss of Severance Pay Rights

A teacher's right to severance pay is lost if the teacher refuses two (2) recall offers of positions for which the teacher possesses the necessary qualifications, equal to or greater than the percentage of full-time equivalent position held by the teacher at the effective date of lay-off.

11. Process of Recall

- a. When a position on the teaching staff of the district becomes available, the Board shall, **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT**, first offer the position to the teacher with recall rights who has the most seniority among those laid-off pursuant to this agreement, provided that the teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with recall rights with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions which become available shall be filled in this manner while there are remaining teachers with recall rights pursuant to this agreement.
- b. If the position accepted is a temporary or term position, the teacher shall retain the right to recall to a continuing appointment, for which the teacher is qualified, in accordance with this agreement.
- c. A teacher who is recalled shall inform the Board whether or not the recall is accepted within three (3) working days of receipt of such offer, except where the recall is before the end of the school term during which the teacher has been laid-off, in which case, notice shall be given within twenty-four (24) hours of receipt of such recall.
- d. The Board shall allow two (2) weeks from the acceptance of a recall offer for the teacher to commence teaching duties. The Board and the teacher may extend this time by mutual agreement. The Board may employ a temporary or a Teacher-Teaching-On-Call for the position until the teacher recalled is available.

12. Loss of Recall Rights

A teacher's right to recall to employment is lost if:

- a. the teacher elects to receive severance pay immediately upon being laid off in that school year;
- b. the teacher refuses two (2) recall offers of positions for which the teacher possesses the necessary qualifications, equal to or greater than the percentage of full-time equivalent position held by the teacher at the effective date of lay-off;
- c. two (2) years elapse from the effective date of lay-off and the teacher is still on lay-off;
- d. the teacher accepts continuing employment with another district;
- e. the teacher notifies in writing that they are no longer available;
- f. the teacher fails to respond to a recall offer within ten (10) days of the date the notice is mailed by registered letter.

13. Right Not Lost

A teacher's right to recall is not lost and is without penalty if the teacher is attending university or qualifies for statutory maternity leave.

14. List of Those on Lay-Off

Each spring and fall term, the Board shall provide to the RTA a list of teachers on lay-off with recall rights.

15. Benefits on Lay-Off

A teacher on lay-off with recall rights shall be entitled, if otherwise eligible, to maintain participation in all health and welfare benefits by payment of the full premiums for such benefits to the Board.

16. Sick Leave on Recall

A teacher who returns following a recall shall be entitled to all the sick leave credit balance available at the date of lay-off.

## **ARTICLE C.25: TEACHER-TEACHING-ON-CALL HIRING**

1. The Board shall maintain a list of persons who are qualified and have been placed on the list of Teachers-Teaching-on-Call. The Board shall forward a copy of the list to the RTA in the month of September, and throughout the school year when revisions have occurred.
2. The Board shall not remove a person from the list of Teachers-Teaching-on-Call without giving the individual written notice with the rationale included.
3. In appointing Teachers-Teaching-on-Call, the administrator shall attempt to select a person on the list qualified for the assignment who possesses a valid B.C. Teaching Certificate.
4. A teacher needing a Teacher-Teaching-on-Call shall have the right to request a name or names from the Teacher-Teaching-on-Call list. When the requested Teacher-Teaching-on-Call is unavailable or no preference is indicated, the administrator will hire Teachers-Teaching-on-Call in an attempt to provide them an equal opportunity for employment at that school.
5. If a Teacher-Teaching-on-Call is of the opinion that they are not being given an equal opportunity for employment within a particular school, they may request a rationale from the administrator of that school.
6. The administrator may hire persons not on the Teacher-Teaching-on-Call list to a Teacher-Teaching-on-Call teaching assignment only in the event that no available person on the list possesses the necessary qualifications for the assignment.
7. In the event that a substitute is employed to fill an absent teacher's position, this position, if it continues shall be filled by a Teacher-Teaching-on-Call as soon as one becomes available.
8. The Board shall provide the teachers on district assignment with a Teacher-Teaching-on-Call unless the teacher has no regularly assigned students.
9. In the event of a strike, lockout, or picket line as defined in Article A.28 (Picket Line Protection) the Board shall not replace absent teachers.

## ARTICLE C.26: TEACHER-TEACHING-ON-CALL CALL OUT PROVISIONS

### 1. Call Out Provisions

#### a. Definitions

- i. Part-day assignments will be pro-rated as follows:

Elementary – Mornings	.6 FTE
Elementary – Afternoons	.4 FTE
K part-days – 5 day Kindergarten	.5 FTE
K part-days – 4 day Kindergarten	.6 FTE
Secondary – Mornings or Afternoons	.5 FTE

No assignment shall be for less than a morning or an afternoon of a day.

- ii. A Teacher-Teaching-on-Call assigned to a school for a full or half-day and not utilized or utilized for only a portion of that day, shall be paid a minimum of a morning or afternoon's wage.
- iii. A Teacher-Teaching-on-Call shall not receive more than a maximum of 1.0 FTE pay per day unless assigned to a combination of part-time assignments listed in C.26.1.a that total more than 1.0 FTE.

#### b. Cancellation of Daily Assignments

- i. Upon call-out duty on the day required, a Teacher-Teaching-on-Call will be employed for at least a morning or an afternoon.
- ii. In the event the services are not needed, the payment of a morning or afternoon's wages will still occur.

#### c. Cancellation of Pre-Arranged Assignment

In the case of a pre-arranged Teacher-Teaching-on-Call date that must be cancelled, if the cancellation orders are given later than 10:00 p.m. the night before, the Teacher-Teaching-on-Call will be employed for a minimum of a morning or afternoon on the subsequent day in one of the schools in the district. In the event the services are not needed, the payment of a morning or afternoon's wages will still occur.

## SECTION D WORKING CONDITIONS

### ARTICLE D.1: CLASS SIZE AND TEACHER WORKLOAD

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

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

Local language:

1. It is the intent of the Board to adhere to the following guidelines. Class size guidelines for the allocation of classroom teachers shall be:

Kindergarten/Grade 1 class	15 students
Primary split class (1, 2, 3, 4)	20 students
Intermediate split class (4, 5, 6, 7)	24 students
Special class (including ESL)	10 students
Lab-oriented class	24 students
- Home Economics Classes	
- Foods and Nutrition 9-12	
- Clothing and Textiles 9-12	
- Science 8-10	
- Chemistry 11-12	
- Biology 11-12	
- Physics 11-12	
Workshops	20 students
- Industrial Education Classes	
- Auto Mechanics 11-12	
- Technology Education 9-12	
- Woodwork 9-10	
- Construction 11-12	
Secondary English class	25 students
Any other class (4-12)	29 students

2. Teachers of classes which are within the guidelines, but which the teacher judges to be educationally unsound shall refer the matter directly to the Administrative Officer to be resolved.
  - a. If this is not satisfactorily resolved, the teacher shall refer the matter directly to the School-Based Consultation Team for resolution.
  - b. If, in the opinion of the teacher and the School-Based Consultation Team, the matter remains unresolved, the matter shall be referred to the Staff Committee.
  - c. If, in the opinion of the teacher and the Staff Committee, the matter remains unresolved, the matter shall be referred directly to the Liaison Committee.
  - d. The Liaison Committee shall make recommendations or present viewpoints to the Board.

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

No provincial language.

Local language:

### **1. Joint Committee**

A joint committee shall be struck for the purposes of consultation and formulating recommendations regarding matters concerning the mainstreaming and/or integration of students with exceptional educational needs into a heterogeneous or regular classroom.

The membership shall be comprised of:

- a. four (4) RTA appointees;
- b. Superintendent of Schools or designate and the Administrative Officer of Special Education;
- c. one (1) elementary administrator;
- d. one (1) secondary administrator;
- e. one (1) trustee;
- f. Pro-D Chairperson or designate.

Representation from groups external to the school system may be sought.

The Committee shall meet, at a mutually agreeable time, at the request of either party, to discuss topics related to mainstreaming and to make recommendations to the Board with copies to the RTA.



## 2. Mainstreaming/Integration

For the purpose of this article, students with special needs, are those derived from the *Special Programs Manual of Policies, Procedures and Guidelines (1985)* and supplied to School Boards annually by the Ministry of Education based on information supplied by Form 1513.

### a. Consultation Team (low incidence)

The Consultation Team shall include, but not be limited to, the Administrative Officer of the school, the Superintendent or designate, Administrative Officer of Special Education, the student's present teacher(s) and the parent(s).

The Superintendent or designate will meet with the Consultation Team to determine the resource and program (including class size and composition) associated with placement. Consideration will be given to the receiving teacher's needs for release time and in-service. Wherever possible, in-service should occur before placement. Agreed-upon resources and program needs shall be granted for integration to occur.

### b. Consultation Team (high incidence)

A school-based Consultation Team, otherwise known as the School-Based Team, shall include but not be limited to, the Administrative Officer of the school, the Superintendent or designate, the student's receiving teacher(s), school support teacher(s) and the parent(s). The Administrative Officer of Special Education will meet with the School-Based Team when additional resources, program, release or in-service needs are identified. Agreed-upon items shall be granted in order for integration to occur.

### c. Placement

#### i. Low Incidence

Prior to placement, the Consultant Team will meet to determine the best placement for that student. This process must take place within three school days of the student's registration in the district.

However, this does not preclude the School-Based Team initiating interim school and/or home-based educational services prior to the Consultation Team meeting.

#### ii. High Incidence

The Consultation Team will attempt to meet prior to the placement of the pupil. Parents will be informed upon registration that the Consultation Team will meet within three (3) days of the registration to review the placement and to establish a program.

d. Appealing the Placement of a Student with Special Needs

Consistent with Board policy and regulations, the existing appeal processes would include situations in which the classroom teacher disagrees with the District Screening Committee's decisions on identification, program placement and/or educational planning for a student placed into their classroom.

At the request of the teacher, the School-Based Team (which normally includes the teacher, resource teacher and administrator) shall meet within five (5) teaching days to review the inclusion into the regular classroom of the student with special needs.

e. Severe Behaviour

The Board and the RTA recognize that students identified as those with severe behaviour problems can place hardships upon the classroom setting and the rights of others in the classroom to learn.

When the behaviour(s) are identified as being continually disruptive and detrimental to the well-being of others, the School-Based Team shall inform the Superintendent in writing.

The Superintendent or designate will review the situation and circumstances and will convene a meeting of school and community resource people as required to attempt to resolve the problem. Solutions may include additional resource people, behaviour modification programs, alternate placements and/or home schooling.

### **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	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:62.5 ESL/ELL students	Former LOU No. 5 (2000)

No local language.

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

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

[Note: Also see Article D.20.1.b (Weekly teaching assignment)]

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

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

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

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

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;

- b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and
  - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

## **ARTICLE D.13: INTENTIONALLY LEFT BLANK**

## **ARTICLE D.20: WEEKLY TEACHING ASSIGNMENT**

### **1. Elementary Teachers**

- a. A teaching assignment shall be defined as time during the instructional week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities, including study periods but not including recess.
- b. Such preparation time shall be in periods of not less than thirty (30) minutes.

### **1. Secondary Teachers**

- a. A teaching assignment shall be defined as time during the instructional week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities, including study periods but not including period changes or breaks.
- b. The implementation of this article shall entitle full-time secondary teachers to receive one block of preparation time in each eight (8) block cycle based on the current timetable.
- c. If there are internal timetable changes that may affect this clause, the changes shall be first discussed at the Liaison Committee.

### **2. Part-Time Teachers**

- a. Teachers whose teaching assignment is at least .4 FTE shall receive pro-rated preparation time or payment in lieu of preparation time. Such decision shall be made by the Board, after consultation with the teacher.

- b. The administrator, where practicable and educationally sound, will provide teaching assignments in consecutive periods of time at the elementary level and consecutive timetable blocks at the secondary level.

3. Definition of Preparation Time

Preparation time is for lesson planning, correcting papers, collecting materials, group planning, and other duties related to teaching. It occurs when classes are normally in session.

4. Compensation for Coverage

- a. It is not the Board's intent to use teachers to cover during preparation time except in those circumstances where operational requirements necessitate their use.
- b. Where teachers are used to cover during their preparation time, they may accumulate such time(s) and in conjunction with the administrator of the school, schedule blocks of .6, .5 or .4 of full day allotments for the purposes of professional development or preparation. Accumulated time must be utilized within the school year it was earned.

5. Home Education

- a. Classroom teachers shall not be required to register, instruct, prepare materials or exams, assess or prepare reports on these students unless their assignment has been changed to provide time to enable them to provide such services.

## **ARTICLE D.21: DEFINITION OF SCHOOL TERM**

For the purposes of this agreement, school terms for elementary schools are deemed to begin as of the first school day of September, the first school day of January and the first school day following Spring Break. A secondary school term, for the purposes of this agreement, shall be equivalent to the student progress reporting terms.

## **ARTICLE D.22: REGULAR WORK YEAR FOR TEACHERS**

1. Regular Work Year

- a. The annual salary established for employees covered by this agreement in accordance with Article B.1 (Salary) shall be payable in respect of a teacher's regular work year.
- b. For the term of this agreement, it is the intention of the Board and the RTA that the regular work year as outlined in the Standard School Calendar shall be inclusive of five (5) professional development days, non-instructional days to fulfill the Ministerial Orders and one (1) year-end administrative day.
- c. Standard School Calendar
  - i. Schools shall open on the first Tuesday after Labour Day in September;

- ii. The regular work year will end on the last Friday in June or if the last Friday in June falls on or before June 25<sup>th</sup>, the regular work year will end on June 30<sup>th</sup>;
- iii. Christmas Break will commence the Monday prior to December 26<sup>th</sup>; schools will re-open the Monday after January 1 or Tuesday 3 if January 1 is a Saturday or a Sunday;
- iv. Spring Break shall begin the third Monday in March and re-open the following Monday unless the 4<sup>th</sup> Monday is Easter Monday, in which case schools will re-open on the Tuesday.

## 2. Paid Work Beyond Work Year

- a. The Board may, upon the recommendation of the Superintendent of Schools, request the services of teachers outside the teachers' regular work year. Such work shall be voluntary. The method of compensation shall be determined prior to the commencement of the work. Compensation shall be either pay at the rate of 1/200<sup>th</sup> of the teacher's annual salary for each full day worked or compensatory paid leave provided the time is mutually agreeable to the teachers and their immediate supervisory officer.
- b. Compensation by pay or time off under the preceding paragraph for partial days worked shall be a minimum of one-half (1/2) day.

## **ARTICLE D.23: NOON HOUR SUPERVISION**

- 1. No member of the RTA shall be required to perform routine school supervision during the school's regularly scheduled noon intermission. Any supervision carried out by teachers during this period of time is voluntary.
- 2. When emergency or unforeseen circumstances occur, the administrator may designate, in a fair and equitable manner, a teacher to be available to assist supervisors should such assistance be required.

## **ARTICLE D.24: EXTRA-CURRICULAR ACTIVITIES**

- 1. In this agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the district.
- 2. The RTA and the Board recognize and support extra-curricular activities as an important part of school life. It is recognized that involvement by a teacher in extra-curricular activities is on a voluntary basis.

## **ARTICLE D.25: STAFF MEETINGS**

### 1. Notice

At least seven (7) days notice of regular staff meetings shall be given. In exceptional circumstances, emergency staff meetings may occur without notice.

2. Agenda

- a. An agenda of items shall be given to teachers seven (7) days prior to any regular staff meetings.
- b. All staff members shall have the right to add items to the staff meeting agenda.
- c. Staff shall have the right, by majority vote, to adopt any items added to the distributed agenda by staff or the principal at the commencement of the meeting.

3. Minutes

- a. The Principal shall be responsible for ensuring that minutes of staff meetings are taken, circulated and filed.
- b. Minutes of each staff meeting will be approved at the next staff meeting.

4. Scheduling

Staff meetings shall not:

- a. commence prior to fifteen (15) minutes before classes begin or conclude later than ninety (90) minutes after dismissal of pupils, unless employees and administrators mutually agree to extend these times for a maximum extension of twenty (20) minutes;
- b. during recess or during the noon intermission (except in emergency circumstances);
- c. on weekends, holidays or other days when school is not in session.

5. Attendance

Pursuant to Article D.25.4 employees shall not be required to attend staff meetings beyond ninety (90) minutes after dismissal of pupils.

6. Absence

Absence from staff meetings would require reasonable notice and reasonable excuse.

7. There shall be a maximum of one staff meeting per month, except:

- a. in the case of an emergency in which there is a risk to staff and/or students; or
- b. an issue arises which the Staff Committee agrees merits an additional staff meeting.



## **ARTICLE D.26:     TECHNOLOGICAL CHANGE**

### **1.     Technological Change**

- a.     It is agreed between the parties that the provisions and procedures on technological change as set out in Section 74-77 of the *Labour Relations Code R.S.B.C 1996, c.244* with amendments shall satisfy the requirements on this matter during the term of the agreement.
- b.     Once notice of change has been given pursuant to the provisions of the *Labour Relations Code R.S.B.C 1996, c.244 with amendments*, the Board will determine, in consultation with the RTA, the options for the employees affected by the change. The options will include, but not be limited to, retraining, transfer or severance.

## **ARTICLE D.27:     CLASSROOM AND FACILITIES**

### **1.     Classrooms and Facilities**

Classroom and other space provided shall be sufficiently flexible to allow the staff choices in the organization of classes and groupings and in the application of effective instructional techniques. Situations which do not, in the opinion of the teacher, meet the above conditions will be referred to the Principal. If the situation is not, in the opinion of the teacher, satisfactorily resolved, then the matter will be referred to the Staff Committee. If the situation is not, in the opinion of the Staff Committee satisfactorily resolved by the Principal, then the matter will be referred to the Superintendent of Schools or their designate. If the situation is not, in the opinion of the Staff Committee, satisfactorily resolved, then the matter will be referred to the Board's Building and Grounds Committee which will make recommendations to the Board. The above will be done as expeditiously as possible.

### **2.     Special Needs Students**

- a.     A special needs student will not be placed in a classroom or facility that is not appropriate for the specific needs of the student.
- b.     No physically disabled student will be required to attend classes in a facility that is unsafe due to lack of an easily accessible fire exit.

## **ARTICLE D.28:     HEALTH AND SAFETY**

### **1.     Health and Safety**

- a.     Classes shall be conducted in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective teaching. Situations which do not, in the opinion of the teacher, meet the above conditions will be referred to the Principal. If the matter is not satisfactorily resolved, the matter will be referred to the Staff Committee. If the situation is not, in the opinion of the Staff Committee, satisfactorily resolved, the matter will be referred to the Superintendent or designate. If the matter is not satisfactorily resolved, the matter will be referred

to the Board's Finance and Facilities Committee which will make recommendations to the Board.

- b. Where the situation is of immediate danger to the students or the teacher, the teacher shall act appropriately and then report the situation to the Principal.
- c. Other specific health and safety problems shall be reported to the Principal. If the situation is not rectified or in the process of being rectified, in the opinion of the teacher, the matter will be referred to the Health and Safety Committee. If the situation is still not rectified within seven (7) days, the matter may be processed through the grievance procedure as outlined in Article A.6 (Grievance Procedure).
- d. Incidents of violence, threats of violence, or intimidation experienced by employees shall be reported to the Principal for remediation as per Article D.28.1.c.
- e. An employee shall not be required to provide off-site instruction to a student suspended for violent behavior.

2. Student Medication

Student medication procedures in district schools shall be as follows:

- a. employees have a duty to render assistance in an emergency;
- b. employees shall not be called on to administer medication on a regular or predictable basis;
- c. the Board shall establish policies that require schools to establish systems for administering medication after consulting with parents, family physicians, the Public Health Nurse and the Medical Health Officer;
- d. the administration of medication shall be the responsibility of appropriate health personnel except for those mature students capable of, and trained in, self-administration.

3. Medical Supplies

An adequate, accessible first aid kit, which includes disposable gloves and disinfectant, shall be provided for each school.

4. Health and Safety Committee

a. Purpose

The joint Health and Safety Committee shall assist in creating safe and healthy places of work and learning, shall recommend actions which will improve effectiveness of safety programs, and recommend measures to attain compliance with the School Act and the Occupational Health and Safety Regulations.

The joint Health and Safety Committee shall hold meetings for the review of:

- i. reports of current accidents, their causes and means of prevention;
- ii. remedial action taken or required by the reports of investigations and inspections;
- iii. any other matters pertinent to health and safety.

b. Composition

A joint Health and Safety Committee for the school district will be established and will meet as required, and at least once each month. It shall be composed of:

- i. two (2) employees chosen by and representing the RTA;
- ii. two (2) employees chosen by and representing CUPE;
- iii. four (4) persons chosen by and representing the Board.

c. Co-Chairs and Minutes

One co-chairperson shall be chosen from employer representatives and one from worker representatives as per Workers Compensation Act. Minutes of all Committee meetings shall be distributed to all members of the Committee and to the parties.

## **ARTICLE D.29: ABSENCE OF TEACHER**

1. When a teacher is absent from school, the Board shall employ a Teacher-Teaching-On-Call to replace that teacher. This does not prevent teachers from voluntarily providing internal coverage.
2. Each teacher shall ensure that adequate instructions are available for the Teacher-Teaching-On-Call called in during that teacher's absence.

## **ARTICLE D.30: TEACHER-TEACHING-ON-CALL WORKING CONDITIONS**

A Teacher-Teaching-On-Call is hired to perform the duties of a teacher absent on a day to day basis. When the absent teacher has not provided specific duties to be undertaken during unassigned instructional time, the administrator may assign the Teacher-Teaching-On-Call to other duties. In the event that the "absent" teacher is available for work, the Teacher-Teaching-On-Call shall perform any teaching duties assigned by the administrator.

## **ARTICLE D.31: LONG TERM ASSIGNMENTS**

1. Definition

A long-term Teacher-Teaching-On-Call assignment shall be defined as any documented pre-determined or indeterminate period of on-call teaching exceeding ten (10) consecutive days but less than three (3) months in the same assignment.

2. Posting of Long-Term Teacher-Teaching-On-Call Assignments

Teaching positions not posted as temporary appointments pursuant to Article C.23 (Temporary Appointments), and that become vacant for a duration exceeding ten (10) days but less than three (3) months, shall be posted within the district and filled as a long-term Teacher-Teaching-On-Call assignment.

3. Conversion to Temporary Appointment

If a long-term absence becomes determined and is three (3) months or more in length, the position will be posted as a temporary appointment (refer to Article C.23 - Temporary Appointments).

4. Predetermined Assignment

- a. The Teacher-Teaching-On-Call will be paid at the long-term Teacher-Teaching-On-Call assignment rate from the first day of the assignment.
- b. Prior to the start of the assignment, the Teacher-Teaching-On-Call will be entitled to a Transitional Preparation Day. During this day, the Teacher-Teaching-On-Call will become familiar with the regular teaching operation of the particular assignment. The rate of pay for this day will be the Teacher-Teaching-On-Call's basic pay rate.

5. Indeterminate Assignment

Refer to Article B.2.6.

If, during the first five (5) days, the teacher on sick leave notifies the Principal that the leave is to be in excess of five (5) days, the Teacher-Teaching-On-Call shall be paid, from that day forward until the end of the assignment, at the long-term assignment rate.

6. Removal From Position

The Board retains the right to remove a Teacher-Teaching-On-Call from a long-term Teacher-Teaching-On-Call assignment if the Teacher-Teaching-On-Call is not performing their duties at an acceptable level.

7. Service Not Broken

For salary purposes, a long-term Teacher-Teaching-On-Call assignment shall not be broken by:

- i. strike or lockout;
- ii. illness of the Teacher-Teaching-On-Call.

## **ARTICLE D.32: TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS OR CLOSING SCHOOLS**

1. When new school construction or major school renovations are planned:
  - a. the Board shall include union input in the planning process at the district level;
  - b. the staff of the affected school shall be actively involved in the planning process at the school level and shall be given the opportunity to recommend a design option;
  - c. the Joint Health and Safety Committee at both the district and school levels shall be involved during the construction.
2. When consideration is given to closing a school:
  - a. the board shall include union representation in the consultation process at the district level;
  - b. the staff of the affected school shall be actively involved in the consultation process.

## **SECTION E            PERSONNEL PRACTICES**

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

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

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

#### **1.     General**

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

## **2. Definitions**

### **a. Harassment includes:**

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

### **b. Sexual harassment includes:**

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

## **3. Resolution Procedure**

### **a. Step 1**

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

b. Step 2

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

c. Step 3

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

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



#### **4. Remedies**

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

#### **5. Informal Resolution Outcomes**

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

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

## **6. Training**

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

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

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

## **ARTICLE E.20:      ORIENTATION OF NEW MEMBERS**

The Board and the RTA shall design and provide an orientation program for teachers newly appointed to the district. The orientation shall acquaint employees with the basic operation of the school district and the school as well as the rights and responsibilities of the collective agreement.

## **ARTICLE E.21:      APPEALS**

1. When an appeal is filed as per Section 11 of the *School Act, R.S.B.C. 1996, c.412* with amendments, the employee involved and the local shall be notified and have the opportunity to provide a written and/or verbal response.
2. The employee shall be provided all pertinent documentation related to the appeal and where the employee authorizes, the Board shall provide a copy to the local.
3. Where the employee attends any meeting(s) in connection with the appeal, the employee shall have the right to have representation by the local.
4. Where the appellant has not first discussed the decision with the employee, the Board shall take account of such a refusal in determining whether or not to hear the appeal.

## **ARTICLE E.22:      EVALUATION OF TEACHING**

### **1.      Frequency of Evaluation**

A Teacher Evaluation Report may be prepared on the work of a teacher and the learning situation in the teacher's class any time, on request of a teacher upon mutual agreement as to timing or when deemed necessary by the Superintendent, Director of Instruction or Principal at the teacher's work place. Such a request by a teacher will not be unreasonably denied.

### **2.      Classroom Visits**

- a. Each Teacher Evaluation Report shall be based on at least three (3), and normally not more than eight (8), comprehensive visits which reflect the teacher's assignment. The teacher shall have the opportunity to select two (2) classroom visits, which may be included in or in addition to the eight (8). The classroom visits for the purpose of preparing the Teacher Evaluation Report can occur at any time during the school year, recognizing that visits in September, June or during the first twenty (20) teaching days of a change of assignment should occur only in extreme situations. Evaluation visits will not occur just prior to, or immediately after, Christmas, Spring Break or during days in which school-wide events are being staged.
- b. The evaluator undertaking the writing of an evaluation report shall provide the teacher to be evaluated with a copy of the evaluation criteria and shall meet with the teacher to jointly review and discuss the purposes of the evaluation, the criteria to be used and the process by which the evaluation shall take place.

- c. Following each observation, the evaluator shall discuss with the teacher his/her observations and impressions within two (2) working days of the observation. Such observations and impressions shall be provided to the teacher in written form upon request.

3. Plan of Assistance

The teacher shall be provided, when required by the Board or requested by the teacher, with supervisory direction to assist the teacher in developing an acceptable standard of performance. Such assistance shall include an identification of the time and resources that may be required. Except under extra-ordinary circumstances, where a plan of assistance is underway, formal evaluation will not take place. The RTA will be notified when a “Plan of Assistance” is implemented.

4. Final Draft of Report

- a. Following preparation of the final draft of the report and prior to its finalization, the evaluator shall meet with the teacher to discuss the report, and where appropriate, make changes to the draft. The teacher shall be given a copy of the final report at the time of filing. The teacher may submit a written commentary which shall be attached to, and filed with, the report if the teacher so requests. A report shall normally be filed by May 15<sup>th</sup> of the school year in which prepared.
- b. The content of a Teacher Evaluation Report shall be based primarily on the personal observations on the work of the teacher and the learning situation in the teacher's class by the evaluator.
- c. The Teacher Evaluation Report shall be prepared by an administrator, a Superintendent of Schools, an Assistant Superintendent of Schools or a Director of Instruction.

5. Exceptions to Normal Evaluation Process

When the processes for assessment outlined in this agreement are not appropriate to the nature of the teacher's assignment (e.g., an assignment which is not in the classroom), the evaluator shall meet with the teacher to jointly review and discuss the process, the criteria which shall be followed, and any differences to the normal process.

6. Extra-Curricular Activities

Involvement or non-involvement in extra-curricular activities, participation in RTA activities or matters not directly related to teaching duties are outside the scope of evaluating and reporting on the work of a teacher.

7. RTA Involvement in Evaluation Criteria

The RTA shall be provided with the opportunity for input and discussion with regard to the development of the district's criteria for the evaluation of teaching performance and the work of the teacher, or any subsequent reviews of such criteria.

8. Other Classroom Visits

Nothing in this agreement shall preclude the Superintendent or other Board officials from making any visits to a classroom at any time for supervision or for any other purpose, or from communicating with a teacher in respect of general performance in the school.

**ARTICLE E.23: TEACHER-TEACHING-ON-CALL ASSESSMENT OF TEACHING**

A Teacher-Teaching-On-Call in a predetermined assignment of over fifteen (15) working days in duration may, at the start of the assignment, request an administrator to provide a Letter of Assessment (upon mutual agreement as to timing) on completion of the assignment. This letter will indicate the number of visits and the administrator's assessment of the teaching situation. Such a request by a teacher will not be unreasonably denied.

**ARTICLE E.24: APPOINTMENT**

1. Appointment

- a. An applicant for appointment shall be entitled to rely on a representation of the Superintendent, an Assistant Superintendent, Director of Instruction, Secretary-Treasurer or school based administrator that an offer of an appointment has been made, or that an appointment has been made, or with respect to the terms of such offer or appointment.
- b. The Board shall confirm an offer of appointment to the district, in writing within forty-eight (48) hours.
- c. An offer of appointment to the district shall be deemed to have been accepted where there is verbal acceptance.
- d. The applicant shall confirm their verbal acceptance of an appointment to the district in writing within forty-eight (48) hours.

2. Appointment Procedures

Advertisements, postings, application forms, and interviews for appointments to the teaching staff of the district shall not include reference to extra-curricular activities and programs, and such matters shall not form part of any contract of employment.

## **ARTICLE E.25: POSTING AND FILLING VACANT POSITIONS**

1. The Board and Local agree that it is desirable to minimize the occurrences of students in the same class being taught by a succession of teachers in the same school year. The circumstances which give rise to such occurrences can arise for reasons beyond the control of either the Board or the Local. The Board and the Local will make every reasonable effort to minimize these occurrences.

- a. Where a problem arises in the application of a posting and filling provision the Board and the Local may agree to a solution which is inconsistent with the provision. In such cases, the solution is without prejudice and does not constitute a waiver of rights by the Board and the Local.

- b. For greater clarity, the obligation set out in this section is an obligation to make every reasonable effort. Despite paragraphs (1) and (2), this section does not take away from nor add to the rights of any employee, nor does it require a local union or a school district to amend or waive a provision of the agreement.

### **2. Definition of Vacancy**

In this article, “vacancy” means an existing or newly created teaching assignment/position to which an employee is not assigned and which the district intends to fill.

### **3. Posting of Positions**

Vacancies shall be posted electronically and shall include the nature of the assignment. A copy shall be sent to the RTA.

### **4. Filling Priorities**

- a. Subject to candidates possessing the necessary qualifications, these positions shall be filled in the following priority:

- i. Board initiated transfers;
    - ii. School-based staffing realignment;
    - iii. Seniority, with necessary qualifications.

- b. Notwithstanding this clause, employees returning from leaves in accordance with Article G.6.9 (Elected Union Officer), G.6.17 (Representative’s Long Term Release), G.22 (Maternity Leave) and G.23 (Parenthood Leave) shall be exempt from this filling priority.

- c. Pursuant to Article C.24.12.a, an employee who possesses the necessary qualifications must be recalled.

### **5. Contact Information**

Employees who are on leave or on the recall list shall keep the Board apprised of their current contact information.

6. Administrative/Specialized Positions

Administrative positions and teaching positions of a specialized nature may be advertised both locally and provincially from the moment of awareness of pending vacancy.

7. Positions of Special Responsibility

- a. Department Coordinators/Heads, Head Teachers/Teachers-In-Charge shall be appointed annually from within the school and selection shall be made after consultation with the staff by June 15th.
- b. District positions of Special Responsibility shall be posted in accordance with this article as they become vacant.

**ARTICLE E.26: RTA INVOLVEMENT IN SELECTION OF ADMINISTRATION**

1. Upon the posting of an Administrative or Board Officer position, the RTA shall be invited to provide input into the selection.
2. The RTA members of the selection team will:
  - a. review applications and make recommendations for the development of the “long list”;
  - b. act as observers during the interviews and indicate to the Board, their preference.
3. It is understood that all participants in the process are guided by the expected standards of confidentiality and ethics.

[Refer to Provincial Letter of Understanding No. 1, Appendices 1 and 2, Addendum B].

**ARTICLE E.27: TRANSFERS**

1. Transfers
  - a. This article shall apply to both teacher initiated and Board initiated transfers.
  - b. Transfers from one school to another will be made to meet the needs of the district using the following criteria:
    - i. curriculum and program needs of the receiving school;
    - ii. teaching certification;
    - iii. training;
    - iv. education;
    - v. experience (inclusive of teaching reports).
  - c. Where two (2) applicants fall within a transfer category and both possess the necessary qualifications, the applicant with the greatest seniority will be preferred.

- d. No transfer or school-based staff realignment shall result in an increase to a teacher's continuing assignment of more than 0.150 F.T.E. This does not preclude an employee from receiving an additional increase as a result of a posted vacancy.

## 2. Assignment in School

- a. Assignment within a school shall be based on the qualifications, training, experience and personal preference of the teacher.
- b. Each teacher by May 15<sup>th</sup> shall express in writing to their Principal, their assignment preference for the upcoming school year.
- c. At the elementary school level, a staff meeting shall be held prior to May 22<sup>nd</sup> for the purpose of discussing the proposed organizational plan and staff preferences for the next school year.
- d. At the secondary level, a staff meeting shall be held prior to June 5<sup>th</sup> for the purpose of discussing the proposed timetable and staff assignments for the next school year.
- e. A teacher who is not satisfied with a proposed assignment in a school may appeal their assignment to the School Staff Committee. The Committee may, after hearing from personnel directly affected by any proposed assignment, recommend to the principal, that the teacher's assignment may be changed as per Article A.31 (School Staff Committees).
- f. In the event that the School Staff Committee recommends a change and the Principal does not implement the recommendations of the Committee, the Principal shall provide a written rationale.

## 3. Board Initiated Transfers

- a. Transfers initiated by the Board shall be for sound educational reasons.
- b. Prior to initiating a transfer of a teacher, the Superintendent or designate shall:
  - i. Discuss with the teacher the nature of the transfer, the reasons for it, and the situation at that time in the district. The teacher may be accompanied by a representative of the RTA.
  - ii. Give consideration to the teacher's professional and personal goals, and wherever possible, attempt to obtain the teacher's agreement to the transfer.
- c. Transfers initiated by the Board shall be completed no later than June 10<sup>th</sup> in a school year except when they are necessitated by circumstances not reasonably known to the Board. The teacher shall be notified in writing of the transfer.
- d. When the Board assigns a teacher to a significantly different grade level or subject area, the Board and the teacher shall jointly determine, and the Board shall provide the necessary financial and district staff resources to ensure adequate professional retraining.



- e. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area, only if there remain no vacancies in the teacher's existing grade level or subject area for which they have the necessary qualifications.
- f. Except in the most unusual circumstances, teachers will not be transferred more frequently than once every three (3) years.
- g. A teacher who is transferred for reasons of projected enrolment decline, position reduction or other such factors shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize.
- h. Any grievance concerning a transfer initiated by the Board shall be referred directly to Step 2 of Article A.6.3.

4. Teacher Initiated Transfer

- a. Teachers may request transfer at any time, but transfers will not, except under the most unusual circumstances, be made after the beginning of a school year. An example of an unusual circumstance could be a teacher with a part-time assignment who applies for a full-time assignment.
- b. Teachers interested in transferring from one school to another or who wish to express an interest in a specific subject/grade/position within the district, should advise the Superintendent of Schools and current principal, in writing, prior to April 30<sup>th</sup>.
- c. The Superintendent or designate shall acknowledge, in writing, all requests for transfer and shall keep the teacher apprised of the status of the transfer.
- d. Once all staff realignment meetings have occurred, offers of transfers may be issued. Teachers shall have forty-eight (48) hours to respond to such offers.
- e. If the request for transfer is not granted, the Superintendent or designate shall provide a written rationale.

## ARTICLE E.28: PERSONNEL FILES

1. Number of Files

There shall be only one personnel file maintained at the district office for each employee. Following review by the principal and employee, any other file relating to an employee kept at the school shall be destroyed when the employee or the principal leaves that school. Access to such files shall be limited to the employee and the employer. Subject to the employee's written permission, a local union designate may have access to that employee's file.

2. Employee's Access to File

- a. After receiving a request from an employee, the Superintendent in respect of the district file, or the principal of the school in respect of any school file, shall forthwith grant access to that employee's file.
- b. An appropriate Board official shall be present when an employee views their file. They may be accompanied by an individual of their choosing.

3. Nature of Material Filed

The Board agrees that only material relevant to the employment and performance of the employee, shall be maintained in personnel files. In the event that the employee believes that any material in the file does not meet this criteria and the appropriate Board official does not agree to the removal of the specified material, the employee may file a grievance pursuant to Article A.6 (Grievance Procedure).

Where material critical of the employee, or in the nature of a reprimand, is placed in the file:

- a. the employee shall be so informed, and
- b. the employee may elect to attach an addendum to the material.

Where material critical of the employee, or in the nature of a reprimand, is placed in the file, the employee may request to have the material removed two years after the filing, provided that no further material of that nature has been subsequently filed. Requests for removal of such material shall not be unreasonably denied.

4. Confidential Medical Information

Confidential medical information that is placed in an employee's file shall be sealed.

5. Accessibility by Others

Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate officials of the school district for bona fide reasons.

## **ARTICLE E.29: FALSELY ACCUSED**

- a. The Board shall provide assistance to a teacher who has been falsely accused of child abuse or sexual misconduct in the course of duties as an employee of the Board, providing review by the Board or an arbitration hearing has not concluded that there is validity to the accusation.
- b. Any such assistance provided by the Board shall be intended to expedite a teacher's successful return to teaching duties. The assistance may include leave of absence with pay, as determined by the Board after consulting with the RTA, and shall include first priority for transfer to any vacant position requested by the teacher for which they possess the necessary qualifications and, where requested by the teacher, provision of factual information to parents by the Board.

## **SECTION F PROFESSIONAL DEVELOPMENT**

### **ARTICLE F.20: EDUCATIONAL CHANGE**

1.
  - a. The Board recognizes that teachers are key agents of educational change.
  - b. Educational Change Committees may be struck by the Superintendent for the purpose of consultation and formulating recommendations regarding matters concerning the implementation of either provincial or local new curricula, or educational change.
  - c. While the Superintendent will determine the size of the Committees, membership shall include a majority of RTA members and be comprised of:
    - i. RTA appointees with expertise and/or experiences related to the provincial or new curricula or educational change;
    - ii. the Superintendent of Schools or a designate;
    - iii. representation from Administrators.
  - d. Committees shall meet at a mutually agreeable time to discuss implementation of the provincial or local curricula or educational change and, where appropriate, make recommendations.
  - e. A rationale shall be provided if a Committee's recommendations are not implemented.

### **ARTICLE F.21: CONSULTATION TIME**

The Board supports the concept of consultation time to deal with curriculum changes proposed by the Ministry and will endeavor to provide such time wherever the need is demonstrated. Such time will require Superintendent approval.

### **ARTICLE F.22: TEACHER-TEACHING-ON-CALL PROFESSIONAL DEVELOPMENT ACTIVITIES**

All Teachers-Teaching-On-Call on the Board's Teachers-Teaching-On-Call list shall be eligible for any local Professional Development activities whether school or district based. Teachers-Teaching-On-Call are eligible to apply to the Teachers-Teaching-On-Call Pro-D account as per the present guidelines covering Professional Development. The Professional Development Committee representatives from the Teachers-Teaching-On-Call will be responsible for notifying the Teachers-Teaching-On-Call of all available Professional Development activities.

## **ARTICLE F.23: PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL**

### **1. Definitions**

Professional Development is a process of continuous growth through involvement in activities designed to enable teachers, both individually and collectively, to learn and grow professionally in order to enhance teaching and learning.

### **2. Professional Development Trust Fund**

- a. A joint Professional Development Trust Fund shall be established by the Board.
- b. The Board shall contribute a minimum of two hundred and eighty dollars (\$280) per teacher (continuing and temporary) to the Fund each year. The RTA shall contribute a minimum of seventy dollars (\$70) per teacher per year.
- c. The Board shall contribute a minimum of five hundred and sixty dollars (\$560) (equivalent to 2.0 FTE) to the Fund each year, on behalf of Teachers-Teaching-On-Call. The RTA shall contribute a minimum of one hundred and forty dollars (\$140) per year.
- d. The Professional Development Trust Fund shall only finance those activities that meet the professional development priorities of the Professional Development Committee and the authorized activities of individual teachers.
- e. All expenditures from the joint Professional Development Trust Fund shall be made in accordance with School Board financial regulations and procedures.
- f. Annually, the Board shall provide the Committee and the RTA with an accounting for funds spent.

### **3. Pro D Release Bank**

Each September, a Pro-D Release Bank shall be provided with sufficient funds so that it contains the value of the “pay rate of a Teacher-Teaching-On-Call” times the number of days which is equivalent to one hundred per cent (100%) of FTE.

### **4. Composition of the Professional Development Committee**

- a. one (1) teacher representative elected from each elementary school;
- b. three (3) teacher representatives elected from Revelstoke Secondary School;
- c. one (1) teacher representative elected from the teachers who are not attached to a particular school;
- d. one (1) representative from the RTA;
- e. one (1) Teacher-Teaching-On-Call from the RTA.

This Committee shall be chaired by the representative of the RTA.

5. Responsibilities of the Professional Development Committee

The Committee shall meet by September 30<sup>th</sup> of each school year and be responsible to:

- a. determine the per teacher allocation and the amount to be held to support district wide or regional activities;
- b. determine the types of teacher professional development activities for which teachers may be reimbursed, such activities to be consistent with the Professional Development Activities pursuant to Article F.23.6;
- c. establish annually, the maximum rates of reimbursement for individual teacher professional development;
- d. provide to the Board and the RTA regularly, a brief description of professional development activities undertaken.

6. Professional Development Activities

- a. The Superintendent and the Professional Development Committee chair shall collaborate to facilitate professional development activities that meet the goals of the district, and the needs of individual teachers or groups of teachers.
- b. The Principal shall be responsible for the approval of absences and the authorization of expense reimbursements to individual teachers for professional development activities authorized in accordance with this Article.

**ARTICLE F.24: ASSESSMENT / ACCREDITATION**

- a. The Board and the RTA agree that evaluation of programs and their implementation is beneficial to the continued provision of quality education in the district. It is acknowledged that an external evaluation or assessment requires increased clerical time and release time for teachers in order to minimize the disruption to instruction. For this reason increased funding will be made available.
- b. The administration and staff shall determine the school's requirements for extra Teachers-Teaching-On-Call and clerical support. Recommendations regarding the school's requirements made to the Board by the school staff and district personnel shall not be unreasonably denied. The Board shall provide a rationale to the staff if the recommendations are not implemented.
- c. Implementation of recommendations in accreditation/assessment reports will be addressed at both the Board and school level.

## **ARTICLE F.25:      PROFESSIONAL AUTONOMY**

1.      The Board recognizes that teachers are professionals and that the performance of their duties involves the exercise of professional judgment.
2.      Within the bounds of effective educational practice, school instructional goals that have been collegially determined, prescribed curricula and district program requirements, teachers shall have individual professional autonomy in determining methodology of instruction and the planning and presentation of course materials for the classes of students to which they are assigned.
3.      Nothing in this article shall limit the administrator in the performance of their formative and summative evaluative responsibilities.

## **SECTION G       LEAVES OF ABSENCE**

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

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

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

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

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

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

- b. in relation to an employee's spouse:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
3. Compassionate care leave supplemental employment insurance benefits:
- When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:
- a. one hundred percent (100%) of the employee's current salary for the first week of the leave,
  - b. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
  - c. current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.
4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
7. Seniority shall continue to accrue during the period of the compassionate care leave.
8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

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

[See also Article G.28 (Critical Illness) for short term compassionate leave up to five (5) days.]



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

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

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

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

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

1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee's immediate family. [See also Article G.4.5 and G.4.6.]

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

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

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

[See also Article G.4.7.]

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

**Local Provisions:**

- 5. A teacher, upon notifying the administrator or the immediate supervisor, shall be granted leave of absence of up to five (5) days with pay in the case of the death of a ward of either the employee or the employee's spouse. Such leave shall normally include the funeral or memorial service or the date of death. Any exceptions will be dealt with by mutual agreement between the Board and the RTA.
- 6. To accommodate bereavement needs in excess of five (5) days granted under Article G.4.1 or G.4.5, the Board may grant additional leave with pay but with leave charged to sick leave; or when accumulated sick leave is exhausted, the teacher will have a deduction made at the cost of a Teacher-Teaching-On-Call.
- 7. To accommodate leave for bereavement outside of those persons listed in Article G.4.1, leave may be granted upon application at the cost of a Teacher-Teaching-On-Call.

**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.

[See also local Article G.39 Short Term Leave]

**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: Articles G.6.1.a and G.6.2 through G.6.8 do not apply in School District No. 19 (Revelstoke). Article G.6.1.b applies for the purposes of Article A.10 only.]

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

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**

#### **President's Release**

11. Upon leave being granted, the Board shall continue to pay the employee's salary and to provide all benefits as specified in the agreement. The RTA shall reimburse the Board for one hundred per cent (100%) of such salary, benefits and statutory benefit costs upon receipt of a monthly statement. Such leave shall be counted for sick leave and seniority, and as experience for salary placement purposes.
12. The president shall inform the Board of the number of days or partial days, if any, that the president was absent from presidential duties due to illness chargeable to sick leave. Such days or part days shall be deducted from the president's accumulated sick leave credits.

#### **Representative's Short-Term Release Time**

13. RTA members who are appointed to perform the following functions shall be entitled to leaves of absence with pay and shall be granted subject only to the Board being reimbursed for the cost of a Teacher-Teaching-On-Call from teaching duties in order to carry out business of the RTA, BCTF or TRB (Teacher Regulation Branch), as follows:

Executive position of the BCTF^	-----
RTA Bargaining Preparation	10 days
Local Association Representatives^	-----
Committee Chairs of the RTA^	-----
Committee or Task Force of the RTA, BCTF or TRB	5 days
Staff Representative for RTA^	-----

BCTF Specialist Associations  
Ministry Committees\*

5 days  
5 days

\* Any Ministry leave longer than five (5) days requires Board approval.

^ leave for these positions is granted in accordance with Article G.6.9

14. During the negotiations of a contract, the RTA Bargaining Team will be granted release time to conduct negotiations.
15. Such release time from duties shall be granted with pay and shall be granted subject only to the Board being reimbursed for the cost of a Teacher-Teaching-On-Call. Reimbursement for loss of service for non-classroom teachers shall be referred to the Liaison Committee.
16. RTA business will generally be conducted outside of instructional hours.

#### Representative's Long-Term Release Time

17. In the event that a teacher covered by this agreement is appointed on a term contract of employment to the administrative staff of the TRB or the BCTF, leaves of absence without pay shall be granted to a maximum of four (4) years. For purposes of pension, experience and seniority, the teacher shall be deemed to be in the full employ of the Board. In such case, the teacher shall be entitled on written notice by at least May 31st or November 15th to return to employment with the Board effective September or January and shall be assigned to a position which is of the same nature and time as held prior to the leave, or to a position as similar as practicable.

#### *Implementation:*

*The parties will develop a schedule of articles that are replaced by this article. Where a superior provision is identified in the previous collective agreement, this provision will not apply and the superior provision will continue to apply.*

### **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. Definition**

- a. Sick leave shall be granted under circumstances where a teacher is disabled, through injury, medical/dental surgery or illness, to the extent that it would be unreasonable to expect the teacher to perform the normal duties of employment, except in the case of an accident for which compensation is payable under the *Workers Compensation Act*.
- b. Routine dental and medical appointments are excluded.

### **2. Specialist Appointments**

#### **a. Employee**

- i. When a teacher is required, for medical or dental reasons, to see a specialist in the Province of British Columbia, the teacher shall be granted sick leave for this purpose. A specialist appointment outside of British Columbia requires Superintendent approval. Specialist appointment cards may be requested by the Superintendent. Where the employee wishes confidentiality, they must submit such cards directly to the Superintendent.
- ii. Routine dental and medical appointments are excluded.

#### **b. Employee's Family**

- i. A teacher may be granted up to three (3) days leave in each circumstance, with a maximum of five (5) days in a school year, in order to attend to members of the immediate family: 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), requiring non-

elective specialist medical care when that care is not available in Revelstoke. Such leave shall be with pay but with leave charged to sick leave, or when accumulated sick leave is exhausted, the teacher will have a deduction made at the cost of a Teacher-Teaching-On-Call.

ii. Specialist appointment cards may be requested by the Superintendent.

c. Employee Assistance Program

i. One (1) day's leave may be used for an initial consultation out of Revelstoke. Such leave shall be with pay but with leave charged to sick leave allowance.

3. Medical Certificates

- a. A teacher may be required to produce a certificate from a qualified medical practitioner certifying that such teacher is unable to carry out their duties due to illness, disability, or quarantine; or certifying the fitness-to-work of the teacher.
- b. The Board reserves the right to seek a second medical opinion by a specialist mutually agreed upon before deciding on the leave request if the leave is for psychological reasons. Where the teacher and the Superintendent mutually agree, the teacher may attend a specialist referred by their family physician. Where agreement cannot be reached, the teacher will be provided with the names of at least two (2) specialists in the region and will select from that list.
- c. Non-compliance with a Board request for a second medical opinion, will result in the teacher being granted a leave without pay.

4. Sick Leave Allowance and Accumulation

- a. Sick leave allowance means the number of days that a teacher has been credited, through aggregate service to the Board, or transferred by the provision in Article G.1 (Portability of Sick Leave) and for which they will be entitled to sick leave at their regular rate of pay.
- b. Sick leave allowance shall be credited to a teacher or a teacher on a long-term assignment of twenty (20) work days or longer on the basis of one and one-half (1 ½) days for each month worked in the service of the Board. A month worked shall mean a month in which the teacher has worked for at least one day.
- c. In any one year in which a teacher has not used their sick leave allowance or has used only a portion of it, the entire unused allowance shall accumulate for their future use without maximum.
- d. The anticipated sick leave allowance for the current school year shall be advanced to the teacher, if required by the teacher. Anticipated sick leave allowance will not be advanced to the teacher who is on a long-term assignment. Any sick leave days advanced and used and not later credited in that school year are recoverable by the employer.

- e. Each day shall be measured on a pro-rated basis determined by the proportion of full-time worked.

5. Sick Leave Usage

- a. Deduction shall be made from sick leave allowance on the basis of one (1) day for one (1) working day (exclusive of holidays) of sick leave granted without loss of pay.
- b. A maximum total number of one hundred and twenty (120) days of sick leave may be deducted from the sick leave accumulation or the advance in any school year.
- c. Each day shall be measured on a pro-rated basis determined by the proportion of full-time worked.

6. Sick Leave Records

A record of all unused sick leave allowance will be kept by the Board for each teacher. The Board shall advise each teacher each on their monthly pay statement, or upon application, of the amount of the teacher's accumulated sick leave allowance.

## **ARTICLE G.21: TEACHER EXCHANGE**

- 1.
  - a. Where a teacher is participating in a teacher exchange program, the exchange shall be a direct exchange. The exchange teacher shall be treated as the incumbent (as if they were remaining in the school) for purposes of room and teaching assignment.
  - b. Upon return, the incumbent shall be treated as if they had never left that school.
- 2. Notwithstanding the above, where the incoming exchange teacher is deemed to be unsuitable for the assignment, the Superintendent may re-assign the teacher. Such reassignment will not affect any existing position in the district, unless mutually agreed upon by the Board and the RTA.

## **ARTICLE G.22: MATERNITY LEAVE**

1. Maternity Leave

- a. A teacher shall be granted Maternity leave in accordance with the provisions of the *Employment Standards Act*.
- b. A terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act* (1980) and the Maternity and Extended Maternity Leave provisions of the agreement.
- c. In emergency situations, the teacher's application for leave shall be considered on shorter notice.



2. Early Return

In the case of an incomplete pregnancy, the death of the child, or other special situations, a teacher may return to duty earlier than provided in the agreed-upon leave at the discretion of the Board.

The teacher intending to make an early return to duty shall submit a written application and a medical certificate.

3. Assignment

- a. A teacher returning from short-term Maternity Leave during a school year shall be re-assigned to the same position held prior to the leave.
- b. A teacher returning from Extended Maternity Leave or short-term Maternity Leave which extends beyond the original school year, shall be assigned to a position which is the same nature and time as held prior to the leave, or to a position as similar as practicable.
- c. These items notwithstanding, a teacher may choose to apply for a transfer to another position.

4. Supplemental Employment Insurance Benefits Plan

- a. When a pregnant teacher takes maternity leave to which they are entitled pursuant to the *Employment Standards Act*, the Board shall pay the teacher ninety-five per cent (95%) of their current salary for the first two weeks of the leave when the teacher is eligible to receive EI maternity benefits.
- b. The Board agrees to enter into the Supplemental Employment Benefit Plan (SUB Plan) agreement by the *Employment Insurance Act* in respect of such maternity payment.

**ARTICLE G.23: PARENTHOOD LEAVE**

- 1. Teachers with dependent children shall be granted, upon application, a Parenthood Leave of absence, without pay, for up to one (1) school year. Application shall be made in writing and normally made at least 30 calendar days prior to the commencement of the leave. When the leave coincides with the beginning of the next school year, application shall be made on or before April 30<sup>th</sup> barring extenuating circumstances. Such extended leave shall coincide with the semester system at the secondary level and Summer, Christmas and Spring Break at the elementary level.
- 2. The Board may grant additional leave or subsequent parenthood leaves during the teacher's aggregate employment, in accordance with this article.

## **ARTICLE G.24: PATERNITY LEAVE**

A teacher shall be granted leave of absence, with pay, for up to two (2) days at the time of the birth.

## **ARTICLE G.25: ADOPTION LEAVE**

1. Two (2) days leave of absence with pay shall be granted for the adoption of a child. A teacher may request additional leave, with pay or at the cost of a Teacher-Teaching-On-Call.
2. In the case of adoption or legal guardianship, a leave of absence without pay and not to exceed a time period of eighteen (18) weeks, shall be granted upon application pursuant to the *Employment Standards Act*. The leave shall commence from the date of arrival of the child in the home.
3. In special circumstances, a teacher may return to duty earlier than provided in the agreed-upon leave at the discretion of the Board.
4. The teacher intending to make an early return to duty shall submit a written application.

## **ARTICLE G.26: EXTENDED MATERNITY, PARENTAL (ADOPTION) LEAVE**

### **1. Application for Extended Leave**

- a. Teachers on maternity or parental (adoption) leave as defined by the *Employment Standards Act*, shall be granted upon application, an extended leave of up to one year.
- b. Application shall be made in writing and normally made at least twenty (20) working days prior to the expiration of the maternity or parental (adoption) leave. The ending of such extended leave shall coincide with the semester system at the secondary level and Summer, Christmas and Spring Break at the elementary level.

### **1. Early Return**

- a. In special circumstances, a teacher may return to duty earlier than provided in the agreed-upon leave at the discretion of the Board.
- b. The teacher intending to make an early return to duty shall submit a written application.

### **2. Extended Maternity/Parental/Adoption Leave Benefits**

- a. Teachers granted leave shall make prior arrangements to maintain compulsory medical, dental and extended health coverage, at their cost, during such leave. In accordance with this agreement, compulsory benefit coverage is a condition of employment for all eligible participants, including leaves of absence, unless coverage is provided under a spouse's plan.

- b. Life Insurance coverage in effect at the time of such leave is an optional benefit which may be continued during such leave.

## **ARTICLE G.27: JURY AND LEGAL DUTIES**

1. A teacher who is required by a court of law to report for Jury Duty, to obey a subpoena of a criminal court, or to obey a subpoena of a civil court provided the case does not involve the teacher's personal or business interests, shall be granted leave of absence with pay. The teacher shall deposit with the Board proof of service and any monies received, other than for expenses.
2. In circumstances unrelated to the business of the School District where a teacher's presence is required in a court of law, leaves shall be granted with pay or without pay.

## **ARTICLE G.28: CRITICAL ILLNESS**

1. A teacher shall be granted up to five (5) days leave of absence with pay in one school year in the case of critical illness or condition which poses a serious threat to the life of a member of the teacher's immediate family: 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). The Board may require that such illness or condition be certified by the attending physician.
2. Additional leave may be granted upon application to the Board. Such leave shall be with pay or at the cost of a Teacher-Teaching-On-Call.
3. In the event of the death of the immediate member of the teacher's family during this leave, bereavement leave shall be considered to be automatically in effect.
4. To accommodate leave for critical illness outside of those persons listed in the first paragraph of this article, leave may be granted upon application at the cost of a Teacher-Teaching-On-Call.

[See also Article G.2 (Compassionate Care Leave) for leaves in excess of five (5) days.]

## **ARTICLE G.29: PUBLIC OR CIVIC DUTY**

1. A teacher who is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, shall be given leave of absence, upon request, without pay, during the election campaign.
2. A teacher who is elected as a Member of Parliament or Member of the Legislative Assembly shall be granted leave without pay through the end of the school year in which the term expires.

3. A teacher who is elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence at the cost of a Teacher-Teaching-On-Call to a maximum of fifteen (15) days. Additional leave may be granted upon request.

#### **ARTICLE G.30: WCB LEAVE OF ABSENCE**

1. Teachers shall turn over, or cause to be turned over to the Board, any monies paid or payable to them by the Workers' Compensation Board for loss of wages. The Board will pay the teacher so affected normal and regular pay.
2. The teacher will not suffer any reduction of their sick leave bank to offset the costs to the Board associated with a W.C.B. leave of absence.

#### **ARTICLE G.31: SELF-FUNDED LEAVE PLAN**

A Self-Funded Leave Plan, covered by a separate contract between the RTA and the Board, is in effect under the conditions spelled out therein.

#### **ARTICLE G.32: CITIZENSHIP COURT**

A teacher who attends court ceremonies to become a Canadian citizen shall be granted one day of leave with pay for that purpose.

#### **ARTICLE G.33: RTA / BOARD MEETINGS**

Where teacher representatives are requested by the Board to meet on RTA/Board matters and for joint committee work during working hours, leave shall be granted with pay for time so spent.

#### **ARTICLE G.34: EDUCATION LEAVE**

1. Educational leave shall be granted to a maximum of two (2) teachers per school year. Such leave will be granted without pay but with the Board paying the employer's portion of medical, dental and extended health benefits.
2. Applications for leave for education purposes shall be received in the Board Office after January 1st of each school year but not later than March 31st prior to the end of the school term.
3. The teacher(s) will be expected to return to the district for a term of one (1) year. Should the teacher(s) resign immediately after the education leave, the teacher(s) shall reimburse the Board for its costs for the medical, dental and extended health benefits.

### **ARTICLE G.35: UNIVERSITY DEGREE**

A teacher shall be granted leave of absence for one (1) day with pay, to attend convocation to receive a university degree. Additional leave may be granted upon application to the Board. Such leave shall be with pay or at the cost of a Teacher-Teaching-On-Call.

### **ARTICLE G.36: UNIVERSITY EXAMINATIONS**

A teacher shall be granted leave of absence for one (1) day with pay, to write a university examination. Additional leave may be granted upon application to the Board. Such leave shall be with pay or at the cost of a Teacher-Teaching-On-Call.

### **ARTICLE G.37: JOB INTERVIEW**

A teacher shall be granted leave of absence for up to one (1) day in a school year for the purpose of a job interview. Such leave shall be granted with a deduction at the cost of a Teacher-Teaching-On-Call. Any monies received by the teacher as compensation in excess of the deduction for loss of wages shall be paid to the Board.

### **ARTICLE G.38: LONG-TERM PERSONAL LEAVE**

The Board may grant, at its discretion, Long-Term Personal leave to a teacher who so requests and provides reasons. Such leave may be extended for one (1) year on the same basis.

Conditions to Long Term Personal Leave are as follows:

- a. It is understood that leave shall be for one hundred percent (100%) of the present assignment.
- b. Application shall be made in writing and normally made at least thirty (30) calendar days prior to the commencement of the leave. When the leave coincides with the beginning of the next school year, application shall be made on or before April 30<sup>th</sup> barring extenuating circumstances.
- c. Only teachers having three (3) prior full continuous years service in the district effective June 30<sup>th</sup> of the year leave is requested are eligible to apply.
- d. The Board may grant leaves up to the equivalent of ten percent (10%) of the RTA teachers on staff in the district.
- e. Such extended leave shall coincide with the semester system at the secondary level and Summer, Christmas and Spring Break at the elementary level.
- f. Selection will be made on a first come, first served basis. In the event of multiple applications, selection will be made by seniority.

## **ARTICLE G.39:     SHORT-TERM LEAVE**

Teachers shall be entitled to three (3) days (consecutive or non-consecutive) of personal leave in a school year to cater to personal needs for purposes not covered elsewhere in this Agreement.

In such cases, leave will be granted:

- a.     at any time except in conjunction with the annual opening and closing of schools;
- b.     to a maximum of four (4) teachers at any one time;
- c.     on a first come, first served basis, except that a teacher who has not been granted such leave will have precedence over a teacher who has;
- d.     under normal circumstances, a written explanation is to accompany the request for leave. Requests of a sensitive nature may be made verbally to the Superintendent of Schools.

Leave requests involving civic, community, education or family matters may be granted with pay or at the cost of a Teacher-Teaching-On-Call. In all other cases, the Board may grant leave without pay.

## **ARTICLE G.40:     GENERAL LEAVE**

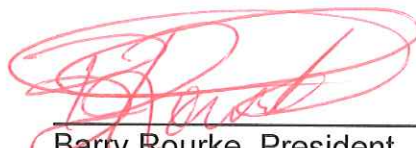
1.     The Superintendent may grant a leave without pay, up to one (1) year in duration, to any teacher requesting such leave. For leaves in excess of ten (10) days, application shall be made in writing and normally made at least thirty (30) calendar days prior to the commencement of the leave. When the leave coincides with the beginning of the next school year, application shall be made on or before April 30<sup>th</sup> barring extenuating circumstances.

## SIGNATURES

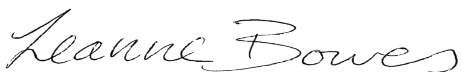
Signed at Revelstoke, British Columbia, this 25 day of January, 2022



Mike Hooker, Superintendent  
School District No. 19 (Revelstoke)



Barry Rourke, President  
Revelstoke Teachers' Association



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



Teri Mooring, President  
British Columbia Teachers' Federation

**LOCAL LETTERS OF UNDERSTANDING**

**BETWEEN**

The British Columbia Teachers' Federation

**AND**

The British Columbia Public School Employers' Association



**LETTER OF UNDERSTANDING A**

**BETWEEN**

**School District 19 (Revelstoke)**

**AND**

**The Revelstoke Teachers' Association**

**EARLY RETIREMENT INCENTIVE AND CAREER CHANGE PLANS**

The parties hereby agree to create an Early Retirement Incentive and Career Change Plan Committee.

The Committee will endeavor to:

- a. Investigate and develop models of Early Retirement Incentive and Career change Plans; and
- b. Investigate teacher needs.

It is further agreed that The Committee shall be composed of the RTA President, other RTA members, Superintendent of Schools and the Secretary-Treasurer.

It is further agreed that where there is no loss of funds to the Board, an Early Retirement Incentive and/or Career Change Plan will be implemented as soon as possible and maintained if there continues to be no loss of funds to the Board. Plans that cause a loss of funds to the Board will be presented to the Board/RTA Liaison Committee and then to the Board's Finance Committee for consideration in the Board's budget process with a goal of implementation of Board expenditures on or after June, 1994.

SIGNED THIS 25<sup>TH</sup> DAY OF JUNE, 1993

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THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 19 (REVELSTOKE)

---

REVELSTOKE TEACHERS' ASSOCIATION

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Original Signed Copies are on file with both parties.

**PROVINCIAL LETTERS OF UNDERSTANDING AND INTENT**

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

# LETTERS OF UNDERSTANDING

## 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”

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For BCTF

“Renzo Del Negro”

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For BCPSEA

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

### **Housekeeping – Form Issues**

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

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

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

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

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

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

### **Section C – Employment Rights**

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

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

### **Housekeeping – Form Issues**

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

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

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

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

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

## **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

7. Multiculturalism
8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum 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

“R. Worley”

British Columbia Public School  
Employers’ Association

“K. Halliday”

**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

Signed this 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 S.D. 19 (Revelstoke). [For full text see the Provincial Collective Agreement on either the BCTF or BCPSEA website.]

**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 S.D. 19 (Revelstoke). [For full text see the Provincial Collective Agreement on either the BCTF or BCPSEA website.]

## 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**

**[Note: Not applicable in SD 19 (Revelstoke)]**

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     \$ 2,674upon 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     \$ 2,674as 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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Jacquie 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

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

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

Bamfield	Bamfield
Wickanninish	Tofino
Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet
<b>72 - Campbell River (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
	Lillooet/Pavilion/ Fountain/Band
Cayoosh Elementary	Communities
	Lillooet/ Pavilion / Fountain/Band
George M. Murray Elementary	communities
	Lillooet / Pavilion / Fountain/Band
Lillooet Secondary	communities
<b>81 - Fort Nelson (Entire District)</b>	
<b>82 - Coast Mountain (Entire District)</b>	
<b>84 - Vancouver Island West (entire district approved)</b>	
<b>85 - Vancouver Island North (Entire District)</b>	
<b>87 - Stikine (Entire District)</b>	
<b>91 - Nechako Lakes (Entire District)</b>	
<b>92 - Nisga'a (Entire District)</b>	
<b>93 - Conseil Scolaire Francophone (only part of district approved)</b>	
Ecole Jack Cook	Terrace

## LETTER OF UNDERSTANDING No. 6

### BETWEEN

### BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

### AND

### BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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



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

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

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

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

## **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)

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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.

- 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

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. 19 (Revelstoke). [For full text see Provincial Collective Agreement available on the BCTF or BCPSEA websites.]

# **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

Jim Iker

BCPSEA

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'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 13**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

Re: Section 53 – Joint Consultation and Adjustment Opportunities

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

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

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

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

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Alan Chell

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Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President



**LETTER OF UNDERSTANDING NO. 14**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

Re: Cultural Leave for Aboriginal Employees

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

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

**LETTER OF UNDERSTANDING NO. 15**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

Re: Maternity/Pregnancy Supplemental Employment Benefits

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

Discussions will take place prior to June 30, 2020.

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 16**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

Re: Early Career Mentorship

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

**LETTER OF UNDERSTANDING NO. 17**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

Re: Potential Grievance Resolution

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