

**LOCAL and PROVINCIAL COLLECTIVE AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION OF SCHOOL DISTRICT NO.8**

**(KOOTENAY LAKE)/**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**KOOTENAY LAKE TEACHERS' FEDERATION**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

# TABLE OF CONTENTS

<b>SECTION A</b>	<b>THE COLLECTIVE BARGAINING RELATIONSHIP .....</b>	<b>6</b>
ARTICLE A.1	TERM, CONTINUATION AND RENEGOTIATION.....	6
ARTICLE A.2	RECOGNITION OF THE UNION .....	7
ARTICLE A.3	MEMBERSHIP REQUIREMENT .....	7
ARTICLE A.4	LOCAL AND BCTF DUES DEDUCTION .....	8
ARTICLE A.5	COMMITTEE MEMBERSHIP .....	8
ARTICLE A.6	GRIEVANCE PROCEDURE .....	9
ARTICLE A.7	EXPEDITED ARBITRATION.....	12
ARTICLE A.8	LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS .....	14
ARTICLE A.9	LEGISLATIVE CHANGE .....	14
ARTICLE A.10	LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS' ACT .....	14
ARTICLE A.20	LEAVE FOR ASSOCIATION AND BCTF BUSINESS .....	15
ARTICLE A.21	PRESIDENT'S LEAVE.....	16
ARTICLE A.22	SCHOOL STAFF REPRESENTATIVES .....	16
ARTICLE A.23	SCHOOL STAFF COMMITTEES .....	16
ARTICLE A.24	ACCESS TO THE WORKSITE .....	17
ARTICLE A.25	USE OF SCHOOL FACILITIES .....	17
ARTICLE A.26	BULLETIN BOARDS .....	17
ARTICLE A.27	INTERNAL MAIL.....	17
ARTICLE A.28	PICKET LINE PROTECTION .....	18
ARTICLE A.29	NO CONTRACTING OUT .....	18
ARTICLE A.30	MANAGEMENT RIGHTS.....	18
ARTICLE A.31	EXCLUSIONS FROM THE BARGAINING UNIT .....	18
ARTICLE A.32	EDUCATION ASSISTANTS .....	19
ARTICLE A.33	STAFF ORIENTATION.....	19
ARTICLE A.34	COPIES OF AGREEMENT .....	19
ARTICLE A.35	ACCESS TO INFORMATION.....	20
ARTICLE A.36	RIGHT TO REPRESENTATION.....	20
<b>SECTION B</b>	<b>SALARY AND ECONOMIC BENEFITS.....</b>	<b>21</b>
ARTICLE B.1	SALARY .....	21
ARTICLE B.2	TTOC PAY AND BENEFITS .....	25
ARTICLE B.3	SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION .....	26
ARTICLE B.4	EI REBATE .....	26
ARTICLE B.5	REGISTERED RETIREMENT SAVINGS PLAN.....	26
ARTICLE B.6	SALARY INDEMNITY PLAN ALLOWANCE.....	27
ARTICLE B.7	REIMBURSEMENT FOR PERSONAL PROPERTY LOSS .....	28
ARTICLE B.8	OPTIONAL TWELVE-MONTH PAY PLAN .....	28
ARTICLE B.9	PAY PERIODS .....	28
ARTICLE B.10	REIMBURSEMENT FOR MILEAGE AND INSURANCE.....	29
ARTICLE B.11	BENEFITS .....	29
ARTICLE B.12	CATEGORY 5+.....	32
ARTICLE B.13	BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL PSYCHOLOGISTS' PROFESSIONAL FEES .....	32
ARTICLE B.20	EARLY RETIREMENT INCENTIVE PLAN.....	33
ARTICLE B.21	TEACHER-IN-CHARGE .....	34
ARTICLE B.22	POSITIONS OF SPECIAL RESPONSIBILITY .....	35
ARTICLE B.23	SUMMER SCHOOL.....	36

<b>SECTION C</b>	<b>EMPLOYMENT RIGHTS.....</b>	<b>37</b>
ARTICLE C.1	RESIGNATION .....	37
ARTICLE C.2	SENIORITY .....	37
ARTICLE C.3	EVALUATION .....	40
ARTICLE C.4	TTOC EMPLOYMENT .....	40
ARTICLE C.5	LAYOFF, RECALL, AND SEVERANCE .....	41
ARTICLE C.20	CONTINUING CONTRACTS .....	44
ARTICLE C.21	CERTIFIED TTOC EMPLOYMENT RIGHTS .....	46
ARTICLE C.22	PART-TIME TEACHERS' EMPLOYMENT RIGHTS .....	47
ARTICLE C.23	DISCIPLINE AND DISMISSAL .....	48
ARTICLE C.24	TEACHER EVALUATION .....	50
<b>SECTION D</b>	<b>WORKING CONDITIONS .....</b>	<b>54</b>
ARTICLE D.1	CLASS SIZE AND TEACHER WORKLOAD .....	54
ARTICLE D.2	CLASS COMPOSITION AND INCLUSION .....	55
ARTICLE D.3	NON-ENROLLING STAFFING RATIOS .....	59
ARTICLE D.4	PREPARATION TIME.....	59
ARTICLE D.5	MIDDLE SCHOOLS .....	60
ARTICLE D.6	ALTERNATE SCHOOL CALENDAR .....	61
ARTICLE D.20	REGULAR WORK YEAR AND NON-INSTRUCTIONAL DAYS .....	62
ARTICLE D.21	EXTRA-CURRICULAR DUTIES .....	63
ARTICLE D.22	NOON HOUR SUPERVISION .....	63
ARTICLE D.23	JOINT HEALTH AND SAFETY COMMITTEE.....	64
ARTICLE D.24	STUDENT MEDICATION .....	65
ARTICLE D.25	HOME EDUCATION.....	65
ARTICLE D.26	TEACHER INPUT BUDGET AND FACILITIES .....	65
ARTICLE D.27	BEGINNING TEACHERS .....	65
ARTICLE D.28	STAFF MEETINGS.....	66
<b>SECTION E</b>	<b>PERSONNEL PRACTICES .....</b>	<b>67</b>
ARTICLE E.1	NON-SEXIST ENVIRONMENT .....	67
ARTICLE E.2	HARASSMENT/SEXUAL HARASSMENT .....	67
ARTICLE E.20	NO DISCRIMINATION.....	71
ARTICLE E.21	POSTING AND FILLING OF VACANCIES .....	72
ARTICLE E.22	BOARD INITIATED TEACHER TRANSFERS .....	74
ARTICLE E.23	TEACHER ASSIGNMENT WITHIN SCHOOLS .....	76
ARTICLE E.24	PERSONNEL FILES .....	77
ARTICLE E.25	FREEDOM FROM VIOLENCE.....	77
ARTICLE E.26	FALSELY ACCUSED TEACHER ASSISTANCE .....	78
ARTICLE E.27	SCHOOL ACT APPEALS.....	79
ARTICLE E.28	PARENT CONCERNS ABOUT EMPLOYEES .....	79
ARTICLE E.29	LGBTQ .....	79
ARTICLE E.30	EMPLOYMENT EQUITY – ABORIGINAL EDUCATORS.....	79
<b>SECTION F</b>	<b>PROFESSIONAL RIGHTS.....</b>	<b>80</b>
ARTICLE F.20	PROFESSIONAL DEVELOPMENT .....	80
ARTICLE F.21	PROFESSIONAL AUTONOMY .....	80
ARTICLE F.22	SCHOOL ACCREDITATION.....	80
ARTICLE F.23	EDUCATIONAL CHANGE.....	81
<b>SECTION G</b>	<b>LEAVES OF ABSENCE.....</b>	<b>82</b>
ARTICLE G.1	PORTABILITY OF SICK LEAVE .....	82
ARTICLE G.2	COMPASSIONATE CARE LEAVE.....	82
ARTICLE G.3	EMPLOYMENT STANDARDS ACT LEAVES .....	84

ARTICLE G.4	BEREAVEMENT LEAVE .....	84
ARTICLE G.5	UNPAID DISCRETIONARY LEAVE.....	85
ARTICLE G.6	LEAVE FOR UNION BUSINESS .....	85
ARTICLE G.7	TTOCs CONDUCTING UNION BUSINESS .....	86
ARTICLE G.8	TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM.....	86
ARTICLE G.9	TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE .....	86
ARTICLE G.10	TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES .....	87
ARTICLE G.11	CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES .....	87
ARTICLE G.20	SICK LEAVE.....	87
ARTICLE G.21	LEAVES OF ABSENCE .....	89

**SIGNATURES..... 95**

**LOCAL AND PROVINCIAL LETTERS OF UNDERSTANDING/INTENT..... 96**

Local Letter of Understanding #1:.....	98
School Act Appeal By-Law .....	98
Local Letter of Understanding #2:.....	99
BCTF Salary Continuance Plan and Medical Services Association Dental Plan .....	99
Local Letter of Understanding #3:.....	100
Teacher teaching on call Seniority: Article C.2.8.a.ii (2).....	100
Memorandum of Agreement.....	102
Re: Middle School Program.....	102
MEMORANDUM OF SETTLEMENT .....	103
Re: Grievance Concerning Recognition of Local Union, Dues Deduction and Membership .....	103
APPENDIX A: Self-Funded Leave .....	108
Leave of Absence and Deferred Compensation Plan.....	114
Schedule A: Self-Funded Leave Plan Memorandum of Agreement.....	115
Schedule B: Salary Grids.....	116

**PROVINCIAL LETTERS OF UNDERSTANDING..... 118**

LETTER OF UNDERSTANDING NO. 1 .....	118
Re: Designation of Provincial and Local Matters .....	118
Appendix 1 – Provincial Matters.....	120
Appendix 2 – Local Matters.....	126
LETTER OF UNDERSTANDING NO. 2 .....	131
Re: Agreed Understanding of the Term Teacher Teaching on Call .....	131
LETTER OF UNDERSTANDING No. 3. a.....	132
Re: Section 4 of Bill 27 Education Services Collective Agreement Act.....	132
LETTER OF UNDERSTANDING No. 3.b .....	140
Re: Section 27.4 Education Services Collective Agreement Act .....	140
LETTER OF UNDERSTANDING No. 4 .....	141
Re: Employment Equity – Aboriginal Employees .....	141
LETTER OF UNDERSTANDING No. 5 .....	142
Re: Teacher Supply and Demand Initiatives .....	142
LETTER OF UNDERSTANDING No. 6 .....	146
Re: Article C.2. – Porting of Seniority – Separate Seniority Lists .....	146
Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts.....	148
LETTER OF UNDERSTANDING No. 8 .....	150
Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List.....	150
LETTER OF UNDERSTANDING No. 9 .....	152
Re: Provincial Extended Health Benefit Plan .....	152
Appendix A to Letter of Understanding No. 9 .....	154

LETTER OF UNDERSTANDING No. 10 .....	156
Re: Recruitment and Retention for Teachers at Elementary Beavertown and Big White Elementary School.....	156
LETTER OF UNDERSTANDING NO. 11.....	157
Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District .....	157
TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST – FORM A.....	159
Re: August 31 <sup>st</sup> transfers for TTOC experience accrued up to and including June 30 <sup>th</sup> .....	159
TEACHER NOTICE: LOU 11 - TTOC EXPERIENCE TRANSFER REQUEST - FORM B .....	160
Re: December 31 <sup>st</sup> transfers for TTOC experience accrued up to and including November 15 <sup>th</sup> .....	160
LETTER OF UNDERSTANDING NO. 12.....	161
Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language .....	161
LETTER OF UNDERSTANDING NO. 13.....	170
Re: Section 53 – Joint Consultation and Adjustment Opportunities .....	170
LETTER OF UNDERSTANDING NO. 14.....	172
Re: Cultural Leave for Aboriginal Employees .....	172
LETTER OF UNDERSTANDING NO. 15.....	173
Re: Maternity/Pregnancy Supplemental Employment Benefits .....	173
LETTER OF UNDERSTANDING NO. 16.....	174
Re: Early Career Mentorship.....	174
LETTER OF UNDERSTANDING NO. 17.....	175
Re: Potential Grievance Resolution .....	175
 INDEX .....	 176

## 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 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*.

## LOCAL PROVISIONS

### 6. No Strikes or Lock-outs

- a. The Association and its members agree that there shall be no cessation of teacher duties during the life of this Agreement, and the Board agrees it shall not lock-out teachers pursuant to Part 5 of the Labour Relations Code.

## 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 each district recognizes the Kootenay Lake Teachers' Federation as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

## LOCAL PROVISIONS

4. This Agreement shall apply to all teachers, holding valid B.C. Teaching Certificates, who are employed by the Board on continuing or term contracts. Certified teachers-teaching-on-call employed by the Board shall be entitled to only those terms and conditions of employment as set out in Article C.21.

For the purposes of this Agreement, "teacher" shall be defined as: certified teacher or associated professionals, as the context requires.

## 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 Kootenay Lake Teachers' Federation, 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 (TTOC) who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. TTOC 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 LEAVE FOR ASSOCIATION AND BCTF BUSINESS**

### **1. Long-Term Leave**

Upon sufficient notice, the Board may approve full-time leave of absence, without pay, to a teacher for their term of office with the Association or the BCTF. Leave under this section requires the approval of the Superintendent, who may also extend such leave, upon written request.

Request for leave under this section will not be unreasonably denied. Teachers on leave under this section must notify the Superintendent of their return by April 30th of the previous year. Upon return, a teacher will be assigned to a position for which they have the necessary qualifications in the same school where they worked before the leave. Failing this, the teacher shall be placed in a comparable position within the District for which they have the necessary qualifications.

### **2. Short-Term Leave:**

- a. Upon written notice from the Association, the Teacher Regulation Branch or the BCTF, short-term leaves of absence for Association, Teacher Regulation Branch or BCTF business shall be granted to any teacher, with pay and without loss of seniority. All applications for leave under this section require the approval of the Superintendent. Requests for leave under this section shall not be unreasonably denied.
  - b. If a TTOC is required, the cost shall be paid by the Association, the Teacher Regulation Branch, or the BCTF, as the case may be.
3. The Board shall pay the TTOC costs for up to three (3) members of the Association's bargaining committee to attend collective bargaining meetings with the Board and/or prepare for same, to a maximum of ten (10) TTOC days each - a total of thirty (30) TTOC days for negotiating any one Agreement.

## **ARTICLE A.21      PRESIDENT'S LEAVE**

1.        The Board agrees to grant leave of absence to the Association President in accordance with the following sub-sections:
2.        The Board will continue to pay the President their salary and to provide benefits as specified in the Agreement. The Association will reimburse the Board for such salary and benefit costs, upon receipt of a monthly statement. The above notwithstanding, the Board shall pay the President's Superannuation costs for the period of such leave.
3.        The President shall be entitled to all rights of this Agreement and shall be subject to all of its conditions, as if they were not on leave.
4.        The President shall inform the Board of the number of days or partial days, if any, that they were absent from presidential duties due to illness.
5.        In the event the President is ill for an extended period and is unable to fulfil their presidential duties, the Board shall provide a TTOC in order to permit another Association member to assume the duties of the President. The Association will pay for the cost of the TTOC.
6.        The President shall notify the Board by May 15th that they plan to return from such leave. Upon returning they shall be assigned to a position for which they have the necessary qualifications in the same school where they worked before the leave. Failing this, the teacher shall be placed in a comparable position within the District for which they have the necessary qualifications.

## **ARTICLE A.22      SCHOOL STAFF REPRESENTATIVES**

1.        School staff representatives, elected in accordance with Association procedures, shall have the rights which are set out in the following sub-sections:
2.        After notifying the Principal or designate, the right to convene membership meetings in the school to conduct Association business outside of instructional hours.
3.        The right to attend meetings between Principal or designates and teachers concerning personnel relations matters. Should the Principal or designate call such meeting during the instructional day, the staff representative shall be relieved of instructional duties, with no loss of pay, when requested to attend by either the teacher or the Principal or designate.

## **ARTICLE A.23      SCHOOL STAFF COMMITTEES**

1.        The staff of each school shall have the right to elect up to seven (7) representatives from among their members to a joint staff committee with the Principal or designate or designate.



2. The representatives, so elected, shall be recognized as representing the views of the staff of the school and they shall be permitted to meet with the staff outside of instructional hours.
3. The purpose of this Article is to provide a formal vehicle for the staff of each school to give input to their Principal or designate on items directly relating to the functioning of their school. In addition, this Article is intended to provide a vehicle for Principal or designate to obtain formal input from their staffs on such matters.
4. The staff committee shall set its own schedule of meetings. When any member of the committee requests an additional meeting, such meeting shall be held no later than five (5) school days after the request for the meeting has been made. An agenda shall be developed prior to each committee meeting and the minutes of committee meetings shall be posted in each school.
5. Nothing in this Article is intended to restrict in any way other consultative processes which may take place between Principal or designate and the staffs of their schools.

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

1. Representatives of the Association, and officers and staff of the BCTF authorized by the Association, shall have the right, with the agreement of the principal, to transact Association business on school property and to utilize District facilities, provided such activities or use does not interfere with teachers' or principals' duties.
2. Such access shall be governed by School District policies and procedures regarding visitor sign-in.

#### **ARTICLE A.25 USE OF SCHOOL FACILITIES**

1. With the agreement of the Principal or designate, the Association shall have the right to use school facilities and equipment for Association meetings during all reasonable hours.

#### **ARTICLE A.26 BULLETIN BOARDS**

1. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, which shall be provided in each staff room in each school building.

#### **ARTICLE A.27 INTERNAL MAIL**

1. Where no operational difficulties are created, the Association may use the District's mail service and employee mailboxes for communication with bargaining unit teachers, at no cost to the Association.

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

1. Teachers covered by this Agreement may refuse to cross picket lines.
2. Where, for any reason, a teacher fails to report for duty when a picket line is at their place of employment, the teacher shall be considered absent, without pay, and the Board shall not discipline such teacher by reason of their failure to report for duty.
3. The Board shall not request nor direct teachers in its employ to do work or to carry out duties normally performed by employees engaged in a legal strike or locked-out, nor will District teachers request or require students to carry out such duties.

## **ARTICLE A.29 NO CONTRACTING OUT**

1. Except as mutually agreed upon by the Board and the Association, the Board shall not contract-out work that is normally and regularly performed by members of the bargaining unit.

## **ARTICLE A.30 MANAGEMENT RIGHTS**

1. The parties agree, except as specifically limited by this Agreement or by applicable legislation, that the right and responsibility to manage all its operations fairly and reasonably is the exclusive responsibility of the Board.

## **ARTICLE A.31 EXCLUSIONS FROM THE BARGAINING UNIT**

1. Positions that are currently included in the bargaining unit shall not be excluded from the bargaining unit without the mutual agreement of the parties.
2. The Board will submit a position description to the Association for newly created positions which the Board wishes to exclude from the bargaining unit.
3. Notification of newly created positions will be submitted to the Association before such vacancies are advertised.
4. If the Association does not agree that a newly created position is excluded, a discussion will take place to resolve the matter. Should the parties fail to agree, the matter may be referred to the Labour Relations Board for resolution under Section 139 of the Labour Relations Code, on the basis of whether or not the position in question is that of a teacher, as defined in the School Act and Regulations.

## **ARTICLE A.32      EDUCATION ASSISTANTS**

### **1.      Definition**

The term “education assistants” is used here to include teacher aides and/or classroom assistants in special needs situations.

2. All education assistants hired to assist teachers in carrying out their duties and responsibilities shall be under the general supervision of the Principal or designate and under the direct instructional supervision of teachers to whom they are assigned.
3. An education assistant shall not assume, at any time, the direct instructional responsibility for providing educational programs to students or groups of students and shall not perform any of the duties of the teacher, except under the direct supervision of the teacher with whom they are presently working.
4. Teachers will not be required to participate in the evaluation of any education assistants.
5. Education assistants shall not be used as alternatives for qualified professional personnel, including librarians, counselors and teachers teaching on call.
6. For the purposes of this Article, the term “teacher” includes a Principal or designate while performing teaching duties during the Principal or designate’s assigned instructional time.

## **ARTICLE A.33      STAFF ORIENTATION**

1. A staff orientation, for newly hired continuing and term teachers commencing duties in that year, shall be held at a time mutually agreed to by the Board and the Association no later than November 1<sup>st</sup>.
2. This orientation shall be conducted jointly by the Board and the Association and shall acquaint the newly hired teachers with the basic operation of the District and their schools, and with the rights and responsibilities of the Collective Agreement.
3. The costs of this orientation shall be borne equally by the Board and the Association, fifty percent (50%) each, including the cost of teachers-teaching-on-call required to permit newly hired teachers to attend.

## **ARTICLE A.34      COPIES OF AGREEMENT**

A current copy of this Agreement shall be available on the School District website, and the District will send one printed copy of the agreement to each site plus two printed copies will be supplied to the Association within thirty (30) days of the signing of the Agreement.

## **ARTICLE A.35      ACCESS TO INFORMATION**

1. Information which the Association reasonably requires to fulfill its role as the exclusive representative of employees in the Administration of this Collective Agreement will be provided to the Association upon written request, within ten (10) working days.
2. The Board of Education, upon written request by the Association, agrees to furnish to the Association, the following information within a reasonably timely basis:
  - a. Agendas and minutes of public Board of Education meetings and Board Committee meetings, annual audited financial statements and the preliminary and final budget as is approved by the Board of Education that is public information;
  - b. Associations' member information including a list of members, showing their names, addresses, phone numbers, grid placement, payroll information, seniority, assignment, and percentage of employment.
  - c. Notification of job postings, transfers, hirings, leaves, resignation, retirements, employee deaths, discharges, and suspensions, and less than satisfactory evaluations prior to the final reports.
  - d. A means of accessing electronic copies of archived job postings.

## **ARTICLE A.36      RIGHT TO REPRESENTATION**

A representative of the Association and/or the BCTF may attend a meeting between an employee and the Board of Education concerning personnel relations matters at the request of either party. The Board of Education is to be notified in advance if the employee will have a representative present at such meeting.

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

### **ARTICLE B.1      SALARY**

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

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

the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.

## **LOCAL PROVISIONS**

### **4. No Reduction as Result of Agreement**

- a. No teacher shall suffer a reduction in basic salary or benefits by reason only of the implementation of this Agreement.

### **5. Schedule "A", Salary Grid**

- a. The yearly salaries established in Schedule "A", Salary Grid, are incorporated into and form part of this Agreement.

### **6. Salary Category Verification - TQS**

- a. Except as specified in section 15, the salary category of all teachers shall be verified by the most recent evaluation of the Teachers' Qualification Service. Verification shall be the responsibility of the teacher.

### **7. Experience Within the Kootenay Lake School District**

- a. Salary increments shall be granted on the basis of one (1) increment for each Board appointed ten (10) F.T.E. months of teaching experience gained within the Kootenay Lake School District.

### **8. Experience Outside the Kootenay Lake School District**

- a. Teaching experience gained outside of the Kootenay Lake School District shall be credited for increment purposes, in accordance with the following subsections, provided such experience is deemed valid for such purposes by the Superintendent:
  - i. Experience gained in the British Columbia public school system, and in B.C. independent schools with a certificate of Group 1 classification per the Independent Schools Act, shall be credited on an F.T.E. basis, one (1) increment for each ten (10) accumulative months of such experience completed.
  - ii. Experience in B.C. Provincial Government schools or educational institutions, on the staff of the B.C. Ministry of Education, on the staff of a recognized university or college, and on the staff of Department of National Defence Schools, shall be credited on an F.T.E. basis, one (1) increment for each ten (10) accumulative months of such experience completed.
  - iii. Experience gained in schools outside the Province of B.C., where it can be proven, to the satisfaction of the Superintendent, that standards exist that are at least equivalent to those maintained within the B.C. public

school system, shall be credited on an F.T.E. basis, one (1) increment for each ten (10) accumulative months of such experience completed.

- iv. Years of experience as a journeyman tradesman or under a professional designation may be considered valid and credit may be granted on an F.T.E. basis, one (1) increment for each ten (10) accumulative months of such experience completed, to a maximum of three (3) increments, for a teacher teaching technical, vocational or business courses requiring more than one-half (1/2) of their teaching time.

## **9. Experience Credit for Non-working Periods**

- a. Experience of up to ten (10) F.T.E. months, or such longer period, as approved by the Superintendent or designate, shall be credited for increment purposes as follows:
  - i. Secondment to the Association, elected office with the BCTF., elected office with the Canadian Teachers' Federation, secondment to the Teacher Regulation Branch and secondment to the Ministry of Education,
  - ii. Approved maternity leave, including extended maternity leave, and
  - iii. Approved W.C.B. leave, sick leave, Short-Term Salary Indemnity and Long-Term Disability.

## **10. Experience Credit for TTOC Teaching**

- a. Service as a certified Teacher teaching on call in the Kootenay Lake School District shall be recognized for experience credit, on the basis of one (1) F.T.E. month's credit for each twenty (20) F.T.E. days of TTOC time actually completed. Individual TTOC days totalling less than twenty (20) F.T.E. days shall not be credited.

[Note: Effective September 19, 2014, Article B.1.10.a (Experience Credit for TTOC Teaching) is replaced by provincial Article C.4 (Teacher Teaching on Call Employment). See also Letter of Understanding No. 16.]

## **11. Teacher's Responsibility to Apply**

- a. Teachers shall be responsible for making application for credit for previous teaching experience gained outside the District and for providing all documentation required by the Superintendent or designate in support of their claims.

## **12. Retroactivity**

- a. i. Retroactivity for previous teaching experience and salary category shall be paid to the initial date of appointment, provided the necessary proof of experience has been received by the Superintendent or designate within the first four (4) months from the date of appointment. If the proof of experience has not been received within this initial four (4) month period,

payment will commence on the first of the month following receipt of such proof, unless an extension of the four (4) month period has been approved by the Superintendent or designate, when circumstances warrant.

- ii. In the case of category upgrading, retroactivity shall be to the initial date of the upgrading, provided the necessary proof has been received by the Superintendent or designate within the current school year.

### **13. Letters of Permission**

- a. Teachers holding Letters of Permission whose years of preparation can be equated to years of university training shall be placed in the category equivalent to the number of their years of university training.
- b. Teachers holding Letters of Permission whose years of preparation cannot be equated to years of university training shall receive a salary determined by the Superintendent; such salary shall not exceed Category 4 of this Agreement.

### **14. Teacher's Appeal of Scale Placement**

- a. In the event any teacher is dissatisfied with their placement on the salary scale, a grievance may be initiated under section A.6.3 of the grievance procedure.

### **15. Payment of Increments**

- a. Increments shall be paid on the first of the month following the month they become due. In the case of a teacher who begins employment on the first day of a month, the increments will be paid from the anniversary date of hire.
- b. The Board may withdraw one (1) increment if the teacher is at maximum or withhold one (1) increment, if the teacher is not at maximum, when the reports of the Superintendent of Schools indicate less than satisfactory performance.
- c. In any case, where an increment is to be withheld or withdrawn pursuant to Article B.1.15.b, the Board shall give the teacher concerned written notification on or before April 25th. The statement of reasons shall contain details of previous assistance offered to the teacher and details indicating prior notification of such action. The teacher may grieve the decision under Article A.6 Grievance Procedure.
- d. Any teacher whose increment has been withdrawn shall be returned to scheduled payment as of September 1st of any subsequent year in which a satisfactory report is given by the Superintendent of Schools.

### **16. Definition of Day's Pay**

- a. For the purposes of this Agreement, a day's pay shall constitute one two-hundredth (1/200) of the teacher's annual salary including allowances.



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

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

### **LOCAL PROVISIONS**

7. A non-instructional day occurring during a TTOC assignment, when the Teacher teaching on call works the day before and the day after the non-instructional day, shall not be considered a day of work but shall not count as a break in service for purposes of sub-section B.2.6.b.
8. In the event a Teacher teaching on call's assignment is interrupted by the return of the regular teacher, and the regular teacher again becomes absent on or before the start of the third (3rd) school day following such return, with the result that the same Teacher teaching on call is re-assigned to that assignment in the same school, it shall not count as a break in service for purposes of sub-section B.2.6.b.
9. For pay purposes only, teachers-teaching-on-call shall be paid only for the time they actually work, but in no event shall a Teacher teaching on call, who is called in to work and who actually reports for work, be paid less than 0.4 of a day's pay, in total for all teaching duties performed on any day, irrespective of the number or type of teaching positions occupied or schools attended on that day.

## **10. Pay Days**

TTOC time sheets shall be submitted to the Board's payroll department by the Principal or designate on the fifteenth (15<sup>th</sup>) day of each month and at the end of each month, with payment to the teachers to follow within five (5) school days after the time sheets are submitted.

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

**Does not apply in School District No. 08 (Kootenay Lake).**

## **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**

**PCA Article B.8.1 through B.8.10 is not applicable in SD No. 08 (Kootenay Lake)**

### **LOCAL PROVISIONS**

#### **11. Twelve (12) Months' Pay**

The mutually developed approach by which employees may elect to be paid on a twelve (12) month basis rather than on the basis of ten (10) months shall be in effect for the term of this Agreement.

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

**PCA Article B.9.1 through B.9.3 is not applicable in SD No. 08 (Kootenay Lake).**

## LOCAL PROVISIONS

4. The Board shall pay each teacher in its employ twice per month. These payments shall be made on the thirteenth (13th) day and two (2) teaching days prior to the last day of the month. In the event the thirteenth (13th) falls on a weekend or holiday, the Board will pay on the closest previous Friday of the month. The pay on the thirteenth (13th) is to be considered a mid-month advance and shall approximate forty (40%) per centum of the monthly net pay. For the month of December, the total monthly salary will be paid on the thirteenth (13th).

## ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

1. An employee who is required by their employer to use their private vehicle for school district related purposes shall receive reimbursement of:  
  
Effective July 1, 2019 \$ 0.56 c/Km  
Effective July 1, 2020 \$ 0.57 c/Km  
Effective July 1, 2021 \$ 0.58 c/Km
2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

### PCA Article B.10.4 is not applicable in SD No. 08 (Kootenay Lake)

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

## ARTICLE B.11 BENEFITS

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

4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the coordination of benefits.

## **LOCAL PROVISIONS**

### **5. Preamble**

- a. The benefits set out in the following sections shall be made available to continuing teachers and teachers on term appointments, pursuant to the eligibility requirements of such plans.
- b. The Board shall advise eligible teachers in writing, at the time they are hired, of the benefit plans for which they are eligible and the cost of such plans.
- c. The Board shall provide each eligible teacher, at the time they are hired, with an application or enrolment form for participation in the medical, dental, extended health benefit, group life insurance and superannuation plans, and shall assist newly hired teachers in applying for and obtaining coverage. In the event an eligible teacher does not wish to participate in a particular benefit plan where opting out is permitted, the application or enrolment form must be so noted by the teacher and kept on file by the Board.
- d. No less often than once in each school year, the Board shall advise each full-time and part-time teacher, in writing, of the benefit plans in which they are currently enrolled, the benefit plans in which they are eligible to enrol and the cost of such plans.
- e. The Board shall notify teachers each month, on their month-end pay statements, of the accumulated sick leave they have to their credit.
- f. Except where a particular benefit plan makes coverage immediately available, or where a particular benefit plan does not permit coverage until a later date, benefit coverage under this Article shall commence on the first (1st) of the month following the date of hire.
- g. Upon termination, benefit coverage shall continue to the end of the month for which premiums have been paid.

### **6. Medical Insurance**

- a. Teachers may participate in the British Columbia Medical Plan effective on appointment. The cost of such membership shall be borne twenty-five per centum (25%) by the teacher concerned and seventy-five per centum (75%) by the Board.

### **7. Group Life Insurance**

- a. The Board shall pay seventy-five per centum (75%) of the cost of the B.C. Teachers' Federation/British Columbia School Trustees' Association Group Life Insurance Plan "B". Participation shall be a condition of employment.

- b. The teacher's contribution towards the cost of this policy shall be applied firstly to the premium for the amount of their insurance (if any) in excess of twenty-five thousand dollars (\$25,000.00), with the balance of the teacher's contribution (if any) shall be applied to the first twenty-five thousand dollars (\$25,000.00) of their insurance.

**8. BCTF Optional Term Life Insurance**

- a. The Board shall deduct the monthly premiums by payroll deduction from those teachers participating in the BCTF Optional Term Life Insurance Plan. The premiums for this optional life insurance plan shall be paid one hundred per centum (100%) by those teachers participating in the Plan.

**9. Salary Indemnification Plan**

- a. The Board shall pay its share of fringe benefit premiums while a teacher is in receipt of B.C. Teachers' Federation salary indemnity fund payments.

**10. Extended Health Benefits**

- a. The Board shall pay seventy-five per centum (75%) of the premium cost of the Provincial Extended Health Benefit Plan for any teacher who wishes to participate in the Plan.

**11. Dental Plan**

- a. Dental premiums will be determined as outlined in Letter of Understanding #2.

**12. Benefit Plan Information and Changes [Not applicable for the Provincial Extended Health Benefit Plan. See Article B.11.2 and LOU No. 9.]**

- a. The Board shall provide the Association with copies of any benefit plan documents the Board has in its possession describing the coverage available under the benefit plans set out in this Article. The Board shall forward copies to the Association of any new or amended plan documents which it subsequently receives.
- b. The coverage under these plans shall not be altered or amended without prior consultation with and agreement from the Association.

**13. Death Benefits**

- a. Upon the death of a teacher in service, the Board shall pay the balance of the current month's salary, less statutory deductions, to the teacher's next of kin or to the teacher's estate.

## **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 EARLY RETIREMENT INCENTIVE PLAN**

1. The Board will pay an allowance to continuing contract teachers who retire from teaching in the District under the Teachers' Pension Plan, before reaching age sixty (60), subject to the following conditions:

The teacher must:

- a. be age fifty-five (55) or over,
  - b. have completed ten (10) years or more continuous service in their continuing appointment with the Board,
  - c. be actively employed at the time of retirement (including those on paid sick leave from the Board, but excluding those who have been accepted on SIP and LTD or who are on unpaid leave).
2. The allowance will be paid in one (1) or more installments, as requested by the teacher, and shall be calculated as a percentage of the teacher's salary scale, exclusive of allowances, in the following amounts:

Age At Retirement	One (1) Payment in First Year	Five (5) Equal Payments in Five (5) Years
60	25.0%	50.0%
59	28.5%	57.0%
58	32.0%	64.0%
57	35.5%	71.0%
56	39.0%	78.0%
55	42.5%	85.0%

3. The amount so calculated shall be on dates mutually agreed between the applicable teacher and the Secretary-Treasurer, starting in the teacher's first (1st) year of retirement.
4. The retiring teacher's age shall be defined as their actual age at the effective date of retirement.
5. The above allowances shall be calculated on a pro rata basis in accordance with the average yearly percentage of time the applicable teacher actually worked in the five (5) years immediately preceding their retirement.
6. In order to be eligible for this incentive, teachers must apply in writing to the Superintendent or designate by March 31st of one school year, for retirement to take place in the next budget year (i.e., after July 1st).

7. Provided the terms of the applicable policies permit, individuals who retire early under this Article may maintain coverage on the following benefit plans for a maximum period of five (5) years by paying one hundred per centum (100%) of the premium costs:
  - a. dental,
  - b. extended health benefits,
  - c. group insurance (if plan permits for retirees).
8. The Board reserves the right to restrict the number of Early Retirement Incentives it grants in any one (1) year, on the basis of available funding. Seniority shall be the deciding factor when the Board does not permit all the teachers who wish to retire early in one (1) year to do so.
9. The provisions of this Article are subject to compliance with all applicable legislative requirements. In the event the Ministry initiates an Early Retirement Incentive, the Board shall have the right to modify the above Plan so that the Board may avail of any funding provided by the Ministry for such purposes. In this eventuality, the amended Plan shall pay benefits which are at least as great as those set out above.
10. It is understood that this Plan shall be implemented on the basis that there is no cost to the Board.

## **ARTICLE B.21 TEACHER-IN-CHARGE**

### **1. Method of Appointment**

- a. At the start of each school year, the Principal or designate in each school shall solicit the staff to determine those teachers who wish to serve as teacher-in-charge during that year.
- b. When all Principal or designate in a school are to be absent for one-half (1/2) day or more (i.e., the whole morning session or the whole afternoon session), a teacher-in-charge shall normally be appointed.
- c. When no teachers respond under sub-section B.21.1.a, or when those who respond are unavailable or not selected by the Principal or designate, the Principal or designate shall seek a volunteer from among the teaching staff of the school to fill the capacity. When no teacher volunteers, the Principal or designate retains the right to assign a teacher to the capacity.

### **2. Duration of Assignment**

- a. Teachers-in-charge shall not be required to work in such capacity for more than ten (10) consecutive school days on any one assignment, unless a longer period is agreed to by the President of the Association and the teacher involved, which agreements shall not be unreasonably denied.

### **3. Duties of Teachers-In-Charge**

- a. Teachers-in-charge shall assure that the safety of the students and the security of the school are maintained, and shall deal with emergent matters, with assistance from District supervisory staff as required. Routine attendance recording and information reporting shall be maintained. Teachers-in-charge may be required to perform other duties of the absent Principal or designate, but in no event shall they be responsible for:
  - i. long range planning,
  - ii. evaluating and disciplining teachers and/or teacher support staff, and
  - iii. decisions involving school budgets.

### **4. Remuneration**

- a. Teachers-in-charge shall be paid an additional daily amount equal to one-two hundredths (1/200) of the difference between the current payment of V.P. II positions and a Category 6 maximum years' experience teaching position for each day or part day so acting.

### **5. Release Time**

- a. When acting as a teacher-in-charge for one-half (1/2) day or more, as defined above, the teacher in question shall be provided with two (2) hours release time daily for administration purposes. Additional release time may be granted by the Superintendent or designate when circumstances warrant. No release time shall be granted when a teacher acts as teacher-in-charge for less than one-half (1/2) day, as defined above.

## **ARTICLE B.22 POSITIONS OF SPECIAL RESPONSIBILITY**

### **1. Job Descriptions**

- a. Job descriptions for positions of special responsibility shall be developed and kept current by the Superintendent or designate and/or Principal/Vice Principal of the applicable school. These descriptions shall be the recognized job descriptions for these positions.

### **2. Posting Requirements**

- a. Department Heads shall be appointed for one (1) year terms. When there is a need to appoint a Department Head in a school, the position shall be posted within that school by May 30<sup>th</sup> and selection shall be made by the Principal or designate by June 15<sup>th</sup>. Should no teacher apply, or should those who apply not be selected by the Principal or designate, the position may be posted in accordance with sub-section E.21.2.a.

- b. Other positions of special responsibility which the Board wishes to fill shall be posted in accordance with sub-section E.21.2.a.

**3. Annual Allowances**

- a. Teachers appointed to the following positions of special responsibility shall be paid the following annual allowances:

**Department Head:**

Effective July 1, 2019	\$2,978.42
Effective July 1, 2020	\$3,037.99
Effective July 1, 2021	\$3,098.75

**Coordinator:**

Effective July 1, 2019	\$4,193.26
Effective July 1, 2020	\$4,277.13
Effective July 1, 2021	\$4,362.67

**ARTICLE B.23 SUMMER SCHOOL**

- 1. Teachers teaching in a summer school organized and run solely by the Kootenay Lake School District shall be paid at their normal placement on the salary scale. The other terms and conditions of this Agreement shall not apply to such employment, except Article E.26, Falsely Accused Teacher Assistance.
- 2. Nothing in this Article requires the Board to organize or run summer school.

## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

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

### **ARTICLE C.2      SENIORITY**

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
  - a. Effective July 1, 2020 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in BC.  
  
[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]
  - b. Seniority Verification Process
    - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
    - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
    - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher Teaching On Call (TTOC)
  - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
  - b. For the purpose of calculating seniority credit:

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

## **LOCAL PROVISIONS**

### **7. Principle of Security**

- a. The Board and the Association agree that increased length of service in the employment of the Board entitles employees on continuing appointment to a commensurate increase in security of employment. The application of this principle shall be on a District-wide basis.

### **8. Definition of Seniority**

- a. For purposes of this Agreement, seniority shall be earned and exercised only by continuing employees, after they have been confirmed in their continuing appointments by the Board pursuant to section C.20.4.

Seniority shall include a continuing employee's previous service:

- i. on term appointments, and
- ii. (1) Service for which TTOC seniority is accumulated and credited pursuant to PCA Article C.2.3; and

- (2) as a Teacher teaching on call in excess of one hundred and sixty (160) F.T.E. TTOC days accumulated after September 1, 1990 and prior to April 1, 2006. TTOC service shall be credited for seniority purposes on the basis of one (1) month's seniority for each twenty (20) F.T.E. days of TTOC time actually completed in excess of one hundred and sixty (160) F.T.E. TTOC days, as above. Individual TTOC days totalling less than twenty (20) days shall not be credited.
- iii. Effective January 1, 1985 and not retroactively, for purposes of calculating seniority, part-time teaching shall be credited fully as if it were full-time service.
- iv. Seniority ported in accordance with Article C.2.2 provided that in no case, shall an employee be credited with more than 1 year of seniority for any school year.
- b. When the seniority of two (2) or more employees is equal pursuant to sub-section C.2.8.a, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- c. When the seniority of two (2) or more employees is equal pursuant to sub-section C.2.8.b, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- d. When the seniority of two (2) or more employees is equal pursuant to sub-section C.2.8.c, the question of order of seniority shall be referred to the Joint Teacher/Trustee Committee, established under sub-section C.3.1.b, for resolution. This committee shall have made available to it all pertinent teaching experience information.
- e. For purposes of this section, leaves of absence in excess of one (1) month shall not count towards seniority with the Board, except:
  - i. maternity leave and extended maternity leave,
  - ii. educational leave approved by the Board, including section G.21.14,
  - iii. leave for duties with the Association, the B.C. Teachers' Federation, the Teacher Regulation Branch, or the Canadian Teachers' Federation,
  - iv. secondment to the Ministry of Education, a faculty of education, or pursuant to a recognized teacher exchange program,
  - v. long-term sick leave,
  - vi. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas,
  - vii. leave to serve as an elected public official,

- viii. personal leave for up to two (2) years, and
  - ix. compassionate care leave (Article G.2).
- f. For purposes of this section, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three (3) years, or by layoff and recall in accordance with this Article. Seniority will not accumulate during periods of resignation. Seniority that was previously ported from SD No. 8 to another school district pursuant to C.2.2 shall not be credited upon re-engagement, unless such seniority is subsequently ported back to SD No. 8 pursuant to C.2.2

## **9 Seniority List**

- a. By October 15 of each year, the Board shall forward to the Association a seniority list covering all continuing employees employed by the Board, in descending order of their seniority, as of September 1st of that 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.



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

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

- a.      For purposes of this Article, necessary qualifications in respect of any teaching position means possession of a valid teaching certificate for the Province of B.C., membership in the Teacher Regulation Branch, and a reasonable expectation by the Superintendent that the teacher will be able to perform the duties of the position (including, when required by the Superintendent or designate, a written commitment by the teacher to undertake a Pro-D program to achieve the qualified status, as set out in sub-sections i. and ii. below, within two (2) years of receiving the appointment), and:
  - i.      a university teaching major or its equivalent which is directly related to the position in question, and/or
  - ii.     substantial teaching experience in a similar position during the past five (5) years, with evidence of successful application of instructional and professional skills and evidence of satisfactory performance.
- b.      Should any question arise as to whether a teacher has or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Joint Teacher/Trustee Committee, comprising two (2) teacher representatives and two (2) Board representatives. If there is no majority decision at this level, the question shall be submitted to a mutually agreeable third party (one person), who shall render a final and binding decision.

### **2.      Layoff Order**

- a.      When, for educational or budgetary reasons, the Board reduces the number of teachers, teachers on term appointments shall be terminated first, after which continuing full-time and continuing part-time teachers shall be laid-off in reverse order of their seniority, provided always that the teachers (including those on term appointments) to be retained possess the necessary qualifications to fill the positions which remain, as defined in section C.5.1.
- b.      The above notwithstanding, when the Board reduces the number of teachers, it shall be entitled to transfer teachers so as to meet its educational and operational requirements and such transfers shall not be subject to any other provision of this Article.

### **3.      Layoff Notice Requirements**

- a.      The Board shall give as much notice as operationally possible to teachers it intends to lay-off, but in no event shall layoff notice be less than thirty (30) teaching days. Should the Board not provide this minimum notice, it shall pay the affected teacher for that portion of notice not given. This notice shall contain the reason for the layoff and a list of the positions filled by teachers with less seniority who are to be retained. The Board shall forward copies of all such notices to the Association.

#### **4. Exercise of Seniority by Laid-Off Teachers**

- a. Subject to possessing the necessary qualifications, continuing teachers who are laid-off during a school year shall be eligible to exercise their seniority starting with the most junior teacher in the District, as follows:
  - i. in semester schools, at the commencement of a new semester and immediately following spring break, or
  - ii. in schools operating a quarter system, at the beginning of any quarter, or
  - iii. in other schools, on September 1st, January 1st and immediately following spring break.
- b. The onus of proof of qualifications for other positions falls on the teacher who is to be laid-off. Such proof must be produced and submitted to the Superintendent or designate within ten (10) school days of receipt of lay-off notice.

#### **5. Recall List**

- a. Continuing teachers who are laid-off under this Article and who do not elect to take severance pay pursuant to Article C.5.12, shall be placed on the recall list for a period of three (3) consecutive years from the date of their layoff. Copies of the recall list will be sent to each individual on the list and to the Association once during the fall term and once during the spring term, each year.

#### **6. Recall Rights**

- a. When a continuing or term position becomes available, the Board shall first recall laid-off continuing teachers from the recall list, in seniority order, provided the teacher(s) in question has the necessary qualifications for the available position, before the Board offers employment to a new employee. If the most senior laid-off teacher on the recall list, possessing the necessary qualifications, declines the offer, the position shall be offered to the next most senior qualified teacher on the recall list, and so on, until the position is filled or all qualified laid-off teachers on the recall list have been offered the position. All continuing and term positions shall be filled in this fashion while there are laid-off teachers on the recall list who retain the right of recall.
- b. It shall be the responsibility of each laid-off teacher to keep the Board informed of their current address.
- c. Offers of recall will be sent via courier and must be signed for, to the last known address, and the offer will be held open for a maximum of ten (10) days. Failure to respond to an offer within ten (10) days will result in forfeiture of that teacher's right of recall to that position.
- d. A teacher who is offered recall under this section shall inform the Board whether or not the offer is accepted, within forty-eight (48) hours of the receipt of such offer.

- e. The Board shall allow ten (10) days from an acceptance of an offer of recall under this section for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed.

## **7. Loss of Recall Rights**

- a. A teacher's right to recall under this Article will be lost:
  - i. if the teacher elects to take severance pay under Article C.5.12, or
  - ii. If the teacher does not accept, or does not respond to two (2) offers of recall to positions for which they possess the necessary qualification and does not require a one-way drive of more than forty-eight (48) kilometers from their normal place of residence within the District at the time of the layoff to the new school, or
  - iii. three (3) years elapse from the date of lay-off under sub-section C.5.2.a.
- b. Subsection ii. above shall not apply if, at the time of such offer, the teacher would be entitled to maternity leave or is attending university full-time.

## **8. Effect of Term or TTOC Employment on Recall Rights**

- a. When a laid-off continuing teacher on the recall list accepts either a term appointment or a TTOC assignment with the Board, it shall not create any new or additional recall rights to a continuing position.

## **9. Reinstatement of Sick Leave on Recall**

- a. A teacher who is recalled under this Article shall be entitled to all sick leave credits accumulated at the date of lay-off.

## **10. Maintenance of Benefits**

- a. A teacher who retains recall rights under this Article shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement by payment of their share of the benefit costs for the first two (2) months following the lay-off and the Board shall continue to pay its portion of such costs. After two (2) months, the laid-off employee must pay one hundred percent (100%) of the benefit costs, if coverage is to be maintained.

## **11. Application to Part-Time Teachers**

- a. In the application of this Article to continuing part-time teachers, a continuing part-time teacher who possesses the necessary qualifications and is senior to another continuing part-time teacher shall be entitled to be retained or recalled to employment:
  - i. if the junior teacher's position is of the same percentage of time, or

- ii. if the junior teacher's position is of a lesser percentage of time and the senior continuing part-time teacher elects to claim it.
- b. Continuing part-time teachers shall not be entitled to be retained in or recalled to a part-time position of greater percentage of time.

## **12. Severance Pay**

- a. A teacher on continuing contract who has completed the initial ten (10) F.T.E. months on such contract, and who is laid-off under sub-section C.5.2.a, may elect to resign and receive severance pay within ninety (90) calendar days of the effective date of such lay-off.
- b. Teachers who elect to take severance pay under this Article shall not retain rights of recall to employment under Article C.5.
- c. Severance pay shall be calculated at the rate of seven percent (7.0%) of one (1) year's salary for each year of continuous service since the date of last hire to a continuing contract with the Kootenay Lake School District, to a maximum of sixteen (16) month's pay. The salary on which severance pay is calculated shall be the teacher's basic salary at the time of their layoff.
- d. The teacher may elect to receive severance pay as follows:
  - in one lump sum payment, less statutory deductions, within ninety (90) calendar days of being laid-off;
  - in equal monthly installments, less statutory deductions, on regular teacher pay days, commencing on the next teacher pay day following their resignation pursuant to C.5.12.a above.
- e. A teacher who resigns and receives severance pay under this Article and who is rehired by the Board shall retain such payment.

## **ARTICLE C.20 CONTINUING CONTRACTS**

### **1. Initial Appointment to Continuing Contracts**

- a. All teachers, other than teachers teaching on-call, appointed by the Board to the teaching staff of the District shall be placed on continuing contracts of employment, except for term appointments:
  - i. to replace a continuing contract teacher during that teacher's leave of absence, or
  - ii. to replace another teacher on term appointment, or
  - iii. to fill a position that is temporarily created by the Board for bona fide educational reasons, or as a result of enrolment fluctuations, or

- iv. to fill a position that has been vacated by another teacher during a school year.

## **2. Automatic Appointment to Continuing Contract**

- a. Term teachers who are reappointed to the teaching staff of the District, who have previously completed ten (10) F.T.E. months of service within the preceding three (3) school years, shall be granted a continuing contract of employment.
- b. The above notwithstanding, teachers on a term appointment under subsection C.20.1.a.i, who are replacing continuing contract teachers on a leave of absence for longer than ten (10) consecutive F.T.E. months, shall not be appointed to a continuing contract until the leave comes to an end and the (term) teacher has subsequently been reappointed to the teaching staff of the District within the next school year.

## **3. Initial Assessment**

- a. All teachers newly appointed to continuing and/or term contracts of employment shall be subject to assessment during the initial ten (10) F.T.E. months of such contracts.
- b. During the initial ten (10) F.T.E. months, the contracts of newly appointed continuing and/or term teachers may be cancelled by the Board should they fail to maintain an acceptable teacher evaluation, or for any other bona fide work related reason.
- c. Term teachers, who complete the initial ten (10) F.T.E. month assessment on their term contract and who are subsequently appointed to a continuing contract in accordance with section C.20.2, shall not also be subject to additional initial assessment during the initial ten (10) F.T.E. months of their continuing contract.
- d. The Superintendent or designate shall notify the Association as soon as they become aware that a less than satisfactory learning situation exists in the classrooms of continuing and/or term teachers during the initial ten (10) F.T.E. months of their contracts.

## **4. Confirmation of Continuing Appointments**

- a. Upon the successful completion of the initial ten (10) F.T.E. months on a continuing contract, the teacher's continuing appointment shall be confirmed in writing by the Board.

## **5. List of Term Teachers**

- a. On October 15th and February 15th of each school year, the Board agrees to provide the Association with a list of teachers hired on term contracts, which list shall include the total F.T.E. months of service within the preceding three (3) years of the term teachers on the list; and a list of continuing contract teachers on leave of absence.

## **ARTICLE C.21      CERTIFIED TTOC EMPLOYMENT RIGHTS**

### **1.      Certified TTOC**

- a.      The Board shall maintain and circulate a list of certified teachers-teaching-on-call teachers, as approved by the Superintendent or designate.
- b.      Section C.23.1 notwithstanding, the Board may add names to, or delete names from, the certified TTOC list. However, when the Board removes a name from the list, it shall advise the teacher in question as to the reasons for so doing. The Superintendent or designate shall meet with the teacher and the President of the Association to discuss the matter, if the teacher so requests. The Superintendent or designate may be accompanied by other District administrative staff at this meeting.
- c.      The Board shall forward a copy of the approved certified TTOC list to the Association in the months of October and January of each school year, and shall update the list monthly.
- d.      When a Principal/Vice Principal requires a Teacher teaching on call to replace a continuing or term teacher who is temporarily absent from their teaching duties, the Principal/Vice Principal shall endeavour to employ a certified teacher-teaching- on-call teacher from the above list.

### **2.      TTOC Duties**

- a.      Teachers-teaching-on-call may be required to perform the duties of more than one (1) teacher.
- b.      Teachers-teaching-on-call shall be informed of the duties they will be required to perform, at the time they are contacted to report for work.

### **3.      Temporary Re-assignment of Existing Teachers**

- a.      When a continuing or term teacher is temporarily absent from their teaching duties, the Principal/Vice Principal may temporarily re-assign another teacher to cover for such absence, for periods up to five (5) school days at any one time, provided the teacher in question agrees with the temporary re-assignment.

### **4.      Term Appointments When Medical Absences Exceed Twenty Days**

- a.      Where the Board receives a letter from either the teacher, or the teacher's doctor, establishing that the continuing or term teacher's medically approved absence will extend for twenty (20) or more working days from the date such letter is received, the vacancy shall be filled by a term appointment. In the event that the incumbent Teacher teaching on call is selected to fill the vacancy, the term appointment shall apply retroactively.

## **5. TTOC Teaching by Existing Part-Time Teachers**

- a. When a currently employed continuing or term part-time teacher accepts additional teaching duties as a Teacher teaching on call, they shall receive additional pay only for the time actually worked as a Teacher teaching on call, which pay shall be at the TTOC rate.

## **6. Other Provisions of Agreement Applying to Certified Teachers-teaching-on-call**

- a. Certified teachers-teaching-on-call shall be eligible for the following other provisions of this Agreement:
  - i. Articles: A.6, A.32, B.7, B.21, B.22, D.4, D.20, D.21, D.24, D.26, E.20, E.25, E.27, F.20, F.21, F.22, and G.21,
  - ii. Sections and Sub-sections: A.3.1, A.4, A.20.3, A.27, B.1.5, B.1.7, B.1.8, B.1.9, B.1.11, B.1.12, B.1.13, B.1.14, B.1.15, B.1.16, C.3.

## **ARTICLE C.22 PART-TIME TEACHERS' EMPLOYMENT RIGHTS**

### **1. Requests for a Part-time Assignment**

- a. A continuing full-time teacher may, without prejudice to that appointment, request a part-time assignment. The teacher shall specify the fraction of time and the period for which the part-time assignment is requested, at the time of making the request. The Superintendent or designate shall not unreasonably refuse such requests.
- b. When a request is granted under sub-section C.22.1.a, the teacher shall, for pension purposes, be deemed to be on leave of absence status for the balance of the full-time assignment.
- c. A teacher, who receives a part-time appointment under sub-section C.22.1.a, shall be entitled to return to a full-time appointment, similar to the one previously occupied, at the expiration of the part-time appointment. The teacher may return to a full-time appointment at an earlier date, or may extend the period of part-time appointment, upon the approval of the Superintendent or designate.
- d. A teacher with a continuing part-time appointment may, without prejudice to that appointment, request an additional part-time appointment. The teacher shall specify the fraction of time and the period for which the additional part-time assignment is requested, at the time of making the request. Such requests shall be approved at the discretion of the Superintendent or designate, in accordance with sub-section E.21.2.b.

### **2. Part-Time Teacher Pay and Benefits**

- a. Part-time teachers shall be paid that portion of the applicable scale placement, pro-rated on the basis of the portion of the instructional week actually worked.

- b. Part-time teachers, whose appointment is .5 or greater, shall be eligible for the same benefits and conditions of this Agreement as full-time (100%) teachers.
- c. Where a statutory holiday falls on a day when instruction would otherwise take place and a part-time employee would not be scheduled to work on that day, such part-time employee shall receive payment in lieu of the holiday calculated on the basis of their overall fraction of appointment multiplied by 1/200 of their annual salary scale placement.

## **ARTICLE C.23 DISCIPLINE AND DISMISSAL**

### **1. Just Cause Requirement**

- a. The Board shall not discipline or dismiss any employee unless just and reasonable cause exists for such discipline or dismissal.
- b. The above notwithstanding, cancellation by the Board of continuing and term contracts during their initial ten (10) F.T.E. months shall be permitted pursuant to the terms of sub-section C.20.3.b.
- c. At an arbitration respecting the discipline or dismissal of an employee, no material from that alleged member's personnel file may be presented, unless the material was brought to the member's attention not less than forty-eight (48) hours prior to the arbitration hearing.

### **2. Dismissal for Personal/Professional Misconduct**

- a. Where an employee is under investigation by the Board for alleged personal or professional misconduct, which misconduct might give grounds for a suspension or dismissal, the employee and the Association shall be immediately advised of that fact, in writing, and of the particulars of such allegations, unless reasonable grounds exist for the Board to conclude that such notification would prejudice its investigation. In any event, the employee and the Association shall be notified of such matters at the earliest reasonable time, and before any action is finalized by the Board.
- b. In addition, the employee shall be advised of their right to be accompanied by a representative of the Association, at any meeting in connection with such investigation.
- c. Unless the employee waives the right to such meeting, the Board shall not suspend or dismiss an employee for personal or professional misconduct (other than a suspension to which section 15(4) and 15(5) of the School Act reasonably apply), unless the Board has, prior to taking such action, held a meeting of the Board, with the employee entitled to be present, in respect of which:
  - i. the employee and the Association have been given seventy-two (72) hours' notice,



- ii. at the time such notice is given, the employee and the Association shall be given a full and complete written statement of the particulars of the allegation(s), and all documents that will be considered at the meeting,
  - iii. the employee, or the Association on the employee's behalf, may file a written reply to the allegations prior to the meeting,
  - iv. at such meeting the employee shall be accompanied by a representative and/or advocate appointed by the Association, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to call witnesses, and to question any person presenting evidence to the Board,
  - v. the decision of the Board shall be communicated, in writing, to the employee and the Association, and shall contain a full and complete statement of the grounds for the decision.
- d. Where an employee is suspended under Section 15(5) of the School Act, the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the employee.
  - e. In the event there is a release to the media or the public by either party respecting an allegation under this section, its investigation by the Board, and/or the outcome of that investigation, the releasing party shall discuss the contents of its release with the other party in advance of making such release.
  - f. Where an employee has been dismissed for alleged personal or professional misconduct under this section, the employee shall have the right, through the Association, to refer a grievance directly to arbitration under section A.6.3.

### **3. Dismissal Based on Teaching Performance**

- a. The Board shall not dismiss a continuing teacher, whose appointment has been confirmed in writing by the Board pursuant to section C.20.4, for less than satisfactory teaching performance, unless the Board has received not less than three (3) consecutive evaluation reports, completed pursuant to sub-section C.24.1.a, indicating that the learning situation in the class or classes of that teacher is less than satisfactory.
- b. The evaluation reports referred to above shall normally have been issued in a period of not less than twelve (12) months, nor more than twenty-four (24) months, excluding a plan of assistance developed pursuant to the Evaluation Model referred to in sub-section C.24.1.a, or such longer period to account for periods when the teacher is not otherwise at work, provided the Association agrees to such extension.

- c. The three (3) summative evaluations shall be written independently of each other by three (3) different evaluators. Provided no determination of bias has been made by the Superintendent pursuant to the Evaluation Model, the first report shall be written by the Principal/Vice Principal of the school to which the teacher has been assigned; the remaining evaluations shall be written by any two (2) of the following:
  - i. the Superintendent of Schools or an Assistant Superintendent of Schools;
  - ii. a Director of Instruction;
  - iii. any other evaluator qualified pursuant to the School Act.
- d. A teacher who receives not less than three (3) consecutive summative reports of less than satisfactory performance in accordance with this Article shall be informed in writing by the Superintendent of their employment status. Any dismissal for less than satisfactory performance in accordance with this Article shall be subject to the grievance procedure.

## **ARTICLE C.24      TEACHER EVALUATION**

### **1.      District Evaluation Model**

- a. Teachers will be evaluated using the evaluation model set out below, which model may be amended during the term of this Agreement on the basis of Section C.24.3 below.
- b. Teacher Evaluation Model
 

Two types of teacher evaluations may be written:

  - i. regular;
  - ii. confirmatory.
- c. Process for Regular Evaluation of Teachers
  - i. All teaching reports on the work of a teacher shall be in writing. Teachers may ask for letters of reference or recommendation which cover areas outside of the teaching assignment.
  - ii. At least two (2) weeks prior to commencing formal observations, the evaluator shall meet with the teacher to discuss the process of evaluation, the criteria involved and to seek agreement on the time span and the schedule of observations.
  - iii. Any less than satisfactory report on a teacher shall be based on not less than three (3) formal observations which reflect the teacher's assignment.

- iv. Extra-curricular activities and participation in union activities are outside the scope of evaluating and reporting on the work in the classroom.
- v. Periods chosen for observation shall not be at inappropriate times and the teacher shall have the opportunity to select half the observation times.
- vi. Following each observation, the evaluator shall discuss with the teacher the observations and impressions and provide the teacher with a written anecdotal statement within forty-eight (48) hours of the observation.
- vii. If, prior to the commencement of observations, the teacher believes that there exists an apprehension of bias on the part of the evaluator, the teacher may request a meeting with the Superintendent of Schools and a representative of the Association to discuss the teacher's concerns. After considering the representation of the teacher and/or the teacher's representative, the Superintendent of Schools may, at their discretion, appoint another evaluator to perform the evaluation. If this meeting does not resolve the matter, the teacher may choose to note their concerns with the report.
- viii. Reports shall reflect any discrepancy between the teacher's assignment, professional training and preferences of teaching subjects and grades and shall be based mainly on the teacher's area of expertise.
- ix. The content of a teaching report shall be a specific, objective description of teaching performance. Judgments shall be adequately substantiated.
- x. In the event of an unsatisfactory report, a plan of assistance, developed jointly with the local Association, the teacher and the Board of Education, shall be made available to the teacher. The plan shall include a timeframe and shall be completed before another report is initiated. Any financial costs incurred shall be shared equally among the three parties.
- xi. The teacher shall be given a draft copy of a report at least forty-eight (48) hours prior to preparation of the final copy. They shall have the opportunity of meeting with the evaluator in the company of a witness - the President of the Association or their K.L.T.F. designate - to propose changes to the draft. The evaluator shall make every effort to assure accuracy and to reach agreement on the report with the teacher prior to filing the final report.
- xii. The final report shall be filed in the teacher's personnel file at the School District office. A copy shall be given to the teacher at the time of filing. One (1) additional copy may be retained for a reasonable period of time (until the author or the teacher leaves the school) by the author, in strict confidence, for their record. No other copies of the report shall be filed.
- xiii. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.

- xiv. Reports shall be written at:
  - (1) the request of the teacher (requests are to be made prior to March 31)
  - (2) during the first year of a teacher's employment in the District and every five (5) years thereafter.
  - (3) at the initiative of the Superintendent or designate and/or the Principal/Vice Principal.

d. Process for Confirmatory Evaluation of Teachers

- i. With the agreement of the teacher, a confirmatory evaluation report may be written in the evaluation period subsequent to the evaluation of a teacher's performance where, in the opinion of the evaluator responsible for the evaluation, the teacher is continuing to give more than satisfactory service.
- ii. The process followed in the preparation of a confirmatory evaluation will conform to that used in a regular evaluation.
- iii. A confirmatory evaluation will include no less than two (2) classroom observations.
- iv. A confirmatory evaluation will be completed using the same criteria used for regular evaluations but will generally be less detailed and shorter in length.
- v. The first sentence of a confirmatory evaluation will be structured after the following: "This is a confirmatory evaluation of the performance of (name of teacher) which is completed subsequent to the regular evaluation dated (date)."

## 2. Evaluators

The Board will ensure that persons charged with the responsibility of evaluating teachers have received appropriate training enabling them to satisfactorily carry out this responsibility.

## 3. Evaluation Task Force

- a. The parties agree to participate on a joint, on-going task force, the purpose of which is to review, recommend and have input into the evaluation model and evaluation criteria used in the evaluation of teacher performance.
- b. The task force shall comprise two (2) teacher appointees from the Association and two (2) Principal or designate appointed by the Board.

- c. The task force will set its own procedures and will meet as often as it determines appropriate. The task force will report to the Superintendent with its recommendations. The Superintendent will not unreasonably deny the recommendations of the task force.

## SECTION D WORKING CONDITIONS

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

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

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

1. Average class size maximums for each school shall be calculated according to the following:

Primary (Grades K-3) average	22 students
Intermediate (Grades 4-7) average	27 students
Secondary (Grades 8-12):	
Shops, laboratories or beginning band average	24 students
Humanities (English or Social Studies) average	26 students
Average all other classes	28 students

2. The above notwithstanding, the following class size maximums shall apply to individual classes:

Special classes (EMH/TMH)	10 students
Rehabilitation classes	15 students

3. No secondary or intermediate class in the District shall exceed thirty (30) students, as per LOU No. 12 no primary class shall exceed twenty-two (22) students, no kindergarten class shall exceed twenty (20) students, except in accordance with the following:

- a. Band, Choir or other specialized classes, where the teacher has so requested;
- b. additional staffing, preparation or release time has been provided with the agreement of the teacher;

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

4. The number of students in a laboratory, shop or other specialized classroom shall not exceed the number which can be safely accommodated.
5. When applying the class size averages set out above, school administration shall ensure, as much as operationally and educationally possible, that the sizes of all classes are equitable.
6. It is understood that the size of classes in which special needs students have been integrated under Article D.2 shall be reviewed by the school-based team to ensure that work loads are reasonable. Appropriate support services shall be provided pursuant to Article D.2.4, D.2.5, and D.2.6, when special needs students are integrated into regular classes.
7. In emergency situations an Administrative Officer may assign a student to a classroom on an interim basis for a maximum of two (2) weeks where, in the Administrative Officer's opinion, no other immediate, practical alternative exists. Wherever possible, teachers shall be given one (1) day's notice of any emergency placement.
8. For purposes of this Article, class sizes shall be established within twenty (20) school days of the commencement of instruction of the class in question, except schools on the semester and/or quarter system, when class sizes shall be established within ten (10) school days of the commencement of instruction.
9. When fluctuations in enrolment or external factors beyond the control of the Board do not permit implementation of the class sizes set out in this Article, the Superintendent may request the Association, through its President, to vary the contents of this Article, which request shall not be unreasonably denied.

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

No provincial language.

### **LOCAL LANGUAGE**

Statement of Intent and Definition

1. The Board and the Association agree that children with special educational needs shall, where appropriate, be integrated into regular classrooms for part or all of their educational programs.
2. For purposes of this Article, "children with special educational needs" shall include:
  - (a) Low Incidence - High Cost:
    - i. Dependent Handicapped
    - ii. Moderately Mentally Handicapped
    - iii. Severely Handicapped

- iv. Physically Handicapped
  - v. Visually Impaired
  - vi. Hearing Impaired
  - vii. Autistic
- (b) High Incidence - Low Cost
- i. Severely Learning Disabled
  - ii. Mildly Mentally Handicapped
  - iii. Significant Behaviour Disorders - when in the opinion of the school-based team, such students present a danger to themselves and/or to others, including staff, or significantly and continuously disrupt the learning environment for other students in their classes.
- (c) In applying the above definitions, the following special needs students need not be assessed by the school-based team when they first come into the school:
- i. Students entering the District at Kindergarten or any students entering from other districts, who have been previously identified as students with special needs pursuant to (a) or (b) above.
  - ii. Students transferring from another school in the District who have been previously identified as students with special needs pursuant to (a) or (b) above.
- (d) Where a student has been identified pursuant to Section D.2.12 as being in need of special educational services, the designation shall remain with the student upon his/her transfer to another school or classroom until the school-based team determines that the designation is no longer appropriate, or the Ministry requires a redesignation.

#### Individual Educational Programs

3. Teachers of regular classes shall not be solely responsible for the completion of Individual Educational Programs (IEP's) for special needs students integrated into their classrooms. Individual Education Programs (IEP's) shall be developed by appropriate District staff and the school-based team in collaboration with regular classroom teacher(s).

#### Role of School-Based Teams

4. Special needs students shall not be integrated into regular classrooms until after the applicable school-based team has met. In exceptional circumstances, when no other practical alternative exists, special needs students may be provisionally placed in a regular classroom, for a period not to exceed five (5) school days, pending the meeting of the school-based team.



5. The school-based team, comprising the Administrative Officer, affected teachers, the learning assistance teacher or counsellor and the Director of Instruction (Special Services) or designate(s), shall identify:
  - (a) the students to be integrated,
  - (b) the degree of integration,
  - (c) the placement of students, and
  - (d) program planning needs for the special needs students.
6. In developing educational programs for special needs students, school-based teams shall:
  - (a) Consult with the parents, appropriate professional personnel and the student (where applicable) in order to consider the applicable educational and medical information.
  - (b) Determine in-service needs, release time, and the resources required for program planning, outside consultation and ongoing assessment.
  - (c) Determine appropriate facilities and equipment.
  - (d) Establish evacuation and care procedures for fire and earthquake emergencies.

#### Degree of Integration

7. The school-based team shall determine the number of special needs students to be integrated into any regular classroom in their schools. The school-based team shall endeavour to limit the number of special needs students it integrates into any regular classroom as follows, provided, by so doing, all Ministry requirements have been met and any additional funding requirements have been approved by the Superintendent, on the basis of available funding, which approval shall not be unreasonably denied:
  - (a) Two (2) Low Incidence - High Cost students, or
  - (b) Four (4) High Incidence - Low Cost students, or
  - (c) One (1) Low Incidence - High Cost student and two (2) High Incidence - Low Cost students.

#### Resources to be applied

##### 8. Teacher Assistants

When determined by the school-based team and approved by the Superintendent, on the basis of available funding, which approval shall not be unreasonably denied, teacher assistants shall be provided for students who exhibit violent behaviour and/or who present a danger to themselves and/or to others, including staff, and for assisting

special needs students with such items as: toileting, changing for physical education, participating in special events during lunch intermission and recess, and during class/instructional time.

#### 9. Facilities

The Board shall provide adequate facilities for students who are to be integrated into regular classrooms. Before integration begins, the Board shall endeavour to complete any renovations to the classroom, washroom and/or school building, as determined by the school-based team and approved by the Superintendent, on the basis of available funding, which approval shall not be unreasonably denied.

#### 10. In-Service/Release Time

- a. When determined by the school-based team and approved by the Superintendent, on the basis of available funding, which approval shall not be unreasonably denied, pre-service/in-service training and ongoing support services shall be provided to teachers having special needs students integrated into their classrooms.
- b. When determined by the school-based team and approved by the Superintendent, on the basis of available funding, which approval shall not be unreasonably denied, release time and resources shall be provided to the receiving teacher(s) and other school-based personnel who may be affected to facilitate classroom assessment and consultation.
- c. For the purposes of this section, "release time" shall be in addition to release time provided for elsewhere in this Agreement.

#### 11. Consultation Release Time

The Board shall establish a District-wide fund in the total amount of three thousand dollars (\$3,000) per annum. The purpose of this fund is to provide release time for school-based team meetings and teacher/teacher assistant consultations at the elementary level. The Superintendent shall allocate this yearly amount to individual schools in consultation with the President of the Association.

The Administrative Officer, through the staff committee, shall determine the portions of each school's allocation which will be applied for the above purposes.

#### 12. Testing and Evaluation

Upon the request of the classroom teacher and with the support of the school-based team and with the approval of the student's parents or legal guardians, the Board shall provide necessary testing and evaluation of a student or students through qualified District personnel.

## Funding Allocation Committee

13. The parties shall form a Funding Allocation Committee to develop an acceptable method for distributing the Board's budget allocation for special needs students. This committee shall be chaired by the Superintendent and shall have a mandate to consider methods of ensuring the continuing existence of a full range of special educational services in the District.

### **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)	1:499 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:74 ESL/ELL students	LOU No. 12

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

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

### **LOCAL PROVISIONS**

4. Teachers shall be assigned preparation time in their schools as part of their normal daily/weekly teaching schedules, as follow:

- a. Preparation time in elementary schools shall be one hundred (100) minutes per week.
  - b. Preparation time in secondary schools, in order to accommodate time table variations, may vary from ten percent (10%) to twelve and one-half percent (12.5%) of instructional time.
  - c. Commencing on September 1, 2008, preparation time in Trafalgar Middle School will include personal preparation time for teachers of all grades and group planning time for teachers of grades six and seven. Personal preparation time will not be less than ten percent (10%) of instructional time. Group planning time will be in addition to personal preparation time and will be not less than one third of the allocation for personal preparation time.
5. Preparation time applies only to continuing and term teachers whose teaching assignment is .4 or greater and shall be prorated where applicable.

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

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

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

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

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

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

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

## **ARTICLE D.20      REGULAR WORK YEAR AND NON-INSTRUCTIONAL DAYS**

### **1.      Regular Work Year**

- a. The regular work year for teachers shall be those days identified in the standard school calendar issued pursuant to Sections 77 and 78 of the School Act and Regulations.

### **2.      School Calendar**

- a. On or before May 30th of each school year, a School Calendar for the next school year shall be drafted by the Superintendent, in consultation with the President of the Association, and forwarded to the Board, to be established pursuant to Section 77 of the School Act.

### **3.      Utilization of Non-instructional Days**

- a. Non-instructional days shall be utilized as follows:
  - i. two (2) Board-initiated District-wide professional development days for activities determined by the Superintendent or designate and the President of the Association, one of which may be the provincial-wide professional development day in October;
  - ii. three (3) days for professional development activities determined by the staff and approved by the Board, one of which may be used for parent-teacher conferencing;

iii. one (1) year-end administration day.

**4. Effect of Legislation Changes**

- a. Should the number of instructional days required by applicable legislation change, the number of instructional days set-out in sub-section E.23.1.a shall be changed accordingly.

**5. Work Outside of Regular Work Year**

- a. Work outside of the regular work year established above shall be voluntary. In this regard, teachers shall have the right to refuse requests to perform such work.

**6. Correspondence School**

- a. For teachers assigned to Elev8, the days established above shall be scheduled between July 2 and June 30 of the subsequent year, excluding Saturdays and Sundays, statutory holidays and Christmas break.
- b. For teachers assigned to Elev8, staff shall have the right to schedule their holidays. Each employee shall have the right to one (1) break of no less than four (4) weeks' duration.

**ARTICLE D.21 EXTRA-CURRICULAR DUTIES**

1. For purposes of this Agreement, extra-curricular programs and activities include all of those that are beyond the provincially prescribed and locally determined curriculum of the School District.
2. The Board and the Association recognize extra-curricular activities as a valuable part of the school program.
3. The Board recognizes the voluntary nature of teacher participation in extra-curricular activities, subject to the School Act and Regulations.
4. While voluntarily involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.

**ARTICLE D.22 NOON HOUR SUPERVISION**

1. The terms of this Article notwithstanding, teachers are required to perform supervision duties, pursuant to the School Act and/or the School Act Regulations, in emergency situations or other situations where the safety or security of students is at risk.
2. All teachers covered by this Agreement shall have the right to a duty free lunch period equivalent to the school's regularly scheduled noon intermission.

3. Nothing in this Article precludes the Principal/Vice Principal from assigning, on their absence from the school, a teacher to be responsible for the noon hour supervision personnel.

## **ARTICLE D.23      JOINT HEALTH AND SAFETY COMMITTEE**

### **1.      Statement of Intent**

- a.      The Board agrees to comply with all applicable regulations and legislation governing safety and health.
- b.      The Board and Union agree to cooperate in continuing to improve the safety measures now in effect within the District.

### **2.      Joint Health and Safety Committee**

- a.      A Joint Health and Safety Committee shall be established comprising two (2) representatives appointed by the Association, two (2) representatives appointed by C.U.P.E. Local 748, two (2) representatives appointed from among the Principals/Vice Principals, and two (2) representatives appointed by the Board.
- b.      The Joint Health and Safety Committee shall hold meetings at the request of either the Association, C.U.P.E. Local 748, or the Board and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- c.      Minutes of all Joint Health and Safety Committee meetings shall be kept and copies of such Minutes shall be sent to the Board, the Association and C.U.P.E Local 748.
- d.      When the Association's representatives attend committee meetings during instructional hours, and a Teacher teaching on call is required, the Teacher teaching on call shall be provided by the Board.
- e.      When the Association's representatives attend health and safety courses approved by the Superintendent or designate during instructional hours, and a Teacher teaching on call is required by the Principal/Vice Principal, the Teacher teaching on call shall be provided by the Board.
- f.      Recommendations of the Joint Health and Safety Committee shall be prioritized and forwarded to the Board. An inventory of such recommendations shall be maintained by the Committee and the status of previous recommendations shall be discussed during committee meetings. The Board shall, as much as reasonably possible, endeavour to implement the Committee's priority recommendations.



## **ARTICLE D.24      STUDENT MEDICATION**

1. Except in emergency situations, teachers will only be required to administer medication to students (including supervision of self-administration) after the following conditions have been met:
  - a. The medication is required while the student is attending school.
  - b. The student's parent(s) or legal guardian(s) has requested the school's assistance and signed a written release absolving the Board of Education, the school and the teacher(s) in question from any and all liability arising from the administration of the medication.
  - c. Written authorization has been received from the student's attending physician.
  - d. The School District 8 "Request for Medication at School Form", must be completed for the administration of emergency or ongoing medications.
  - e. The teacher has received adequate training from the Public Health Nurse concerning the administration of the medication.

## **ARTICLE D.25      HOME EDUCATION**

1. Educational services that may be required for home education students as defined in School Act, Part II, Div. 4, Sec. 12 & 13 and School Act Regulations, Sec. (3), shall be provided by bargaining unit members.
2. Classroom teachers shall not, however, be required to prepare educational resource materials or exams, or to assess or prepare reports on home education students, unless such duties are assigned as part of that teacher's regular assignment.

## **ARTICLE D.26      TEACHER INPUT BUDGET AND FACILITIES**

1. The Association shall be given opportunity to make a representation to the Board during the Board's annual budget formulation process.
2. When the Board undertakes major facility planning, the staff of the school involved shall be provided opportunity for input.

## **ARTICLE D.27      BEGINNING TEACHERS**

1. Wherever practicable, beginning teachers shall be provided with teaching conditions designed to assist them in being successful in their first (1st) year of employment.
2. Considerations may include, but are not limited to, the following:
  - a. a carefully designed teaching assignment whereby the most demanding classes are not the responsibility of a beginning teacher;

- b. the assignment of a reasonable number of subject preparations, to beginning teachers, if possible, within their area of training;
  - c. a comprehensive orientation to the school, its facilities and operations.
3. The parties shall request the Professional Development Committee to explore further strategies to assist beginning teachers, including the development of a mutually acceptable mentor program.

## **ARTICLE D.28 STAFF MEETINGS**

1. At least seven (7) calendar days' notice of general staff meetings shall be given. A draft agenda of items shall be provided to staff three (3) working days before meetings.
2. All staff members shall have the right to place items for consideration on the general staff meeting agenda.
3. At the first general staff meeting of each school year, a meeting protocol will be established by the Principal and the teaching staff.
4. Minutes of general staff meetings shall be kept. Additionally, the minutes will be circulated to all staff members.
5. General staff meetings shall have a definite start and end time. After school general staff meetings shall not normally extend beyond (90) ninety minutes after the dismissal of students. A general staff meeting can be extended upon the mutual agreement of the Principal and a simple majority of the teaching staff present.
6. Part-time and itinerant teachers shall attend general staff meetings when the staff meeting is contiguous with the instructional assignment or at the direction of the principal.
7. Unless agreed to by a simple majority of the teaching staff of the school, there may be no more than one (1) regularly scheduled general staff meeting per month.

## **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 NO DISCRIMINATION

- 1. There will be no discrimination against any applicant to a position covered by this Agreement or against any member of the bargaining unit on the basis of race, colour,

creed, age, disability, gender, sexual orientation, religious or political affiliation participating in the activities of the Association, carrying out duties as a representative of the Association, or involved in any procedure to interpret or enforce the provisions of the Collective Agreement.

2. The Board of Education and the Association recognize the right of all persons to work, learn, conduct business and otherwise associate in an environment free of discrimination.

## **ARTICLE E.21 POSTING AND FILLING OF VACANCIES**

### **1. Definition of Vacancy**

- a. For purposes of this Article "vacancy" means an existing or newly created continuing or term assignment to which a continuing or term teacher has not been appointed.

### **2. Posting Requirements**

- a. All vacancies, as defined above, shall be advertised in all of the District's schools and centres, and externally, if deemed appropriate by the Superintendent or designate. Postings shall indicate whether or not they are also being advertised externally.
- b. The above notwithstanding, positions of .3 or less shall not be advertised and filled under this Article, if they are filled by a teacher who is presently working in the school where the vacancy exists.
- c. Advertisements and application forms for appointment to the teaching staff of the District shall not include reference to extra-curricular activities.

### **3. Process To Be Followed When Filling Posted Positions**

- a. The Board shall first offer posted vacancies, in seniority order, to continuing teachers who possess the necessary qualifications, as defined in section C.3.1 and who are:
  - i. returning to the District upon completion of an approved leave of absence, or
  - ii. laid-off and on the recall list pursuant to section C.3.5, or
  - iii. applying for a vacancy posted under this Article, when that teacher has been in their current position, as a result of a Board initiated transfer under Article E.22 for three (3) years.
- b. When a posted vacancy is not filled on this basis, the Board shall have the right to select the best candidate from among all applicants for the position on the basis of their qualifications, experience and ability to meet the needs of the school and/or the District.



- c. When two (2) or more applicants for the posted position are judged to be equal by the Board in the above competition, the selection shall be made from among such equal group by applying the following tie-breaking criteria:
  - i. firstly, currently employed continuing teachers in the equal group. When the equal group includes two (2) or more continuing teachers, seniority shall be the determining factor;
  - ii. secondly, currently employed term teachers in the equal group, or if the posting is at the start of a school year, term teachers in the equal group who were appointed to a term contract at the end of the previous school year. When the equal group contains two (2) or more term teachers, the accumulated service of such applicants shall be the determining factor
  - iii. thirdly, teachers-teaching-on-call in the equal group who are on the certified TTOC list and who have accumulated at least one hundred and fifty (150) days of teaching experience in the District after June 9, 1993. When the equal group contains two (2) or more teachers-teaching-on-call on the list having the requisite service, the accumulated service of such applicants after June 9, 1993 shall be the determining factor;
  - iv. finally, any other applicant in the equal group, at the discretion of the Board.
- d. When a vacancy is posted after September 1st of any school year and a currently employed teacher is the successful applicant, but the educational and operational requirements of the District do not permit that teacher to immediately assume the duties of the posted position, the Board shall employ a term teacher temporarily in such position until the earliest time its requirements reasonably permit the successful applicant to be released, which shall in no event be later than the start of the next school year.

#### **4. Consideration to Continuing and Term Teachers**

- a. Continuing and term teachers, who are currently employed by the Board, will be given due consideration when they apply for vacancies posted under this Article. In order to be considered, currently employed teachers shall possess the necessary qualifications for the position in question, as defined in section C.3.1.
- b. Currently employed continuing or term teachers who apply for vacancies posted under this Article and who are not selected to fill such vacancy shall be notified in writing of the fact they were not selected, with reasons, within ten (10) school days.
- c. A currently employed continuing or term teacher who is not selected to fill a vacancy posted under this Article may, within five (5) school days of receiving notification under sub-section E.22.4.b, request a meeting with the Superintendent and a committee of the Board to discuss the reasons given. The decision of the Superintendent and the Board's committee shall be final and subject to no further appeal. The teacher may be accompanied at such meeting by a representative of the Association.

## **5. Principal/Vice Principal Vacancies**

- a. Vacancies for Principal/Vice Principal positions shall be posted for information purposes and are not subject to the appeal process. Teachers interested in being considered shall submit an application.
- b. Prior to filling a Principal/Vice Principal position the Superintendent or designate will consult with the staff of the applicable school to determine the qualities and characteristics desired in their new Principal.

## **6. Establishing and Honouring Criteria For Posted Vacancies**

- a. When a vacancy, as defined in sub-section E.21.1, is posted, the criteria set out in that posting shall be based upon the qualifications required for a teacher to be able to perform the duties of that position.
- b. Where the Association feels that the criteria are not truly reflective of the demands of that position, or are too restrictive, the Association shall have the right to refer the matter to Step Three of the Grievance Procedure under Article A.6.4.
- c. The Board will not fill the position until the matter has been resolved by the Joint Grievance Committee or by a single arbitrator under section A.6 if necessary.
- d. Where the Association feels that the criteria established for a posted vacancy have not been honoured, it may refer the matter to Step Three of the Grievance Procedure under Article A.6.4.
- e. Interview questions upon which the candidate will be assessed shall be bona fide and work-related.
- f. This section shall apply to positions within the bargaining unit and to all Principal or designate positions.

## **ARTICLE E.22 BOARD INITIATED TEACHER TRANSFERS**

### **1. The Board's Right to Transfer**

- a. The Board and the Association endorse the concept that teacher transfers represent one method by which the District may meet its educational requirements, and one method by which teachers may experience personal growth.
- b. The Board shall have the right to transfer teachers, for sound educational reasons only, to fill a recognized need where it is educationally advantageous to the District.
- c. Teachers transferred at the Board's initiative shall possess the necessary qualifications for the position, as defined in section C.5.1.

- d. Positions, filled by Board initiated transfers under this Article, shall not be considered vacancies as defined in section E.21.1.

## **2. Teachers' Right to Refuse a Transfer**

- a. Teachers shall be required to accept Board initiated transfers made in accordance with this Article, as a condition of employment, provided that teachers shall always have the right to refuse any transfer which would require a one-way drive of more than thirty (30) miles or forty-eight and three tenths (48.3) kilometres from their normal place of residence within the District to the new school.
- b. Teachers, who have been transferred without their consent on the Board's initiative under this Article, shall not be subject to a further Board initiated transfer, without their consent, for a period of three (3) years.

## **3. Teacher Transfer Requests**

- a. Currently employed teachers may request a Board initiated transfer when they have reasonable cause to believe educationally sound reasons exist for making such request, and such requests shall not be unreasonably denied by the Superintendent or designate.

## **4. Notice Requirements**

- a. Where the Board intends to transfer a teacher, it shall notify the teacher of its intent, in writing, as soon as operationally possible, after the decision to transfer has been made by the Superintendent or designate. The Board shall not, however, initiate a transfer of any teacher after June 15th in one school year, which transfer is to become effective at the start of the next school year, except when such transfer is necessitated by circumstances not reasonably known to the Superintendent or designate on or before May 31st in that year.

## **5. Notification of Completed Transfers**

- a. The Board shall post a notification in all the District's schools and centres each time the Board completes a transfer under this Article.

## **6. Right to Grieve**

- a. Board initiated transfers under this Article shall be subject to the grievance procedure, Article A.6, provided such grievance is initiated by the teacher in question within five (5) school days of that teacher receiving notice of transfer under section Article E.22.4.

## **7. Preparation Leave**

- a. A teacher, who is transferred at the Board's initiative to a new school and to a significantly different assignment during the school year, shall be entitled, when circumstances warrant, to paid leave of up to five (5) working days in order to

prepare for the new assignment. The amount of such leave, if any, to be granted under this section shall be determined by the Superintendent or designate.

## **8. Moving Assistance**

- a. Assistance will be provided to transferred teachers to move properly packaged materials from one school to another, upon the request of the teacher.

# **ARTICLE E.23 TEACHER ASSIGNMENT WITHIN SCHOOLS**

## **1. Determination of In-School Assignments**

- a. Assignments within schools shall be the prerogative of the Principal or designate. In determining assignments, the Principal or designate shall consider the following:
  - i. qualifications of the teachers in the school,
  - ii. experience of the teachers in the school,
  - iii. training of the teachers in the school, and
  - iv. equitable distribution of workload, and
  - v. personal preferences of the teachers in the school.
- b. Assignments will not be used as a culpable discipline measure.

## **2. Staff Meeting Required**

- a. A general staff meeting shall be held in each school, on or before May 30<sup>th</sup> of each year, to discuss the proposed timetable and staff assignments for the next school year.

## **3. Confirmation Date**

- a. Teachers shall have their assignments for the next school year confirmed by their Principal/Vice Principal in writing on or before June 15<sup>th</sup>.

## **4. Teacher's Right of Appeal**

- a. If a teacher is not satisfied with the assignment, they may appeal to the Principal or designate, within forty-eight (48) hours of receipt of confirmation under section E.23.3. If the matter is not resolved to the teacher's satisfaction, the teacher may, within five (5) school days of receiving the confirmation, appeal the matter to the Superintendent. The decision of the Superintendent shall be final and subject to no further appeal. The teacher may be accompanied by a representative of the Association at the meetings with the Principal or designate and the Superintendent under this section.

## **ARTICLE E.24 PERSONNEL FILES**

### **1. One File per Teacher**

- a. There shall only be one (1) personnel file for each employee maintained at the District Office. Any file relating to an employee kept at a school shall be destroyed when the employee or Principal/Vice Principal leaves that school.

### **2. Access to Personnel Files**

- a. After receiving a request from an employee, the Superintendent or designate, in respect of the District file, or the Principal/Vice Principal of the school, in respect of any school file, shall forthwith grant access to that employee's file. Subject to the employee's written authorization, the Local Union President or President's designate may review an employee's personnel file.
- b. An appropriate Board of Education official shall be present when an employee reviews their file, and the employee has a right to be accompanied by an individual of the employee's choosing.
- c. Personnel files shall be in the custody of the Superintendent or designate and shall be accessible only to appropriate administrative officials of the School District. Any school file shall be in the custody of the Principal of the school and shall only be accessible to the Principal and that employee.

### **3. Contents of Personnel Files**

- a. The Board of Education agrees that only material relevant to the employment of its employees shall be maintained in its personnel files.
- b. Any information that is entered in the District or school file other than standard administrative documents, shall be dated and signed by both the employee and the Board of Education official to note placement in said file. A copy of the material shall be given to the employee. Neither file shall contain unsigned letters or notes.
- c. When material critical of the employee, or in the nature of a reprimand, is placed in the file, the employee may elect to have the material removed two (2) years after the filing, provided that no further material of a similar nature has subsequently been filed.

## **ARTICLE E.25 FREEDOM FROM VIOLENCE**

1. The parties support the desire of teachers to work in an environment that is free from violence, threats of violence and intimidation.

2. For the purposes of this Article, violence refers to the attempted, threatened or actual exercise by any person of any physical force causing physical injury to a teacher. Intimidation refers to threatening behaviour by any person which gives a teacher substantial reason to believe that they are at risk of violence.
3. Incidents of violence, threats of violence or intimidation experienced by teachers shall be reported to the Superintendent or designate and shall be investigated jointly by the Superintendent, or designate, and the President of the Association, or designate, who shall be empowered to make joint recommendations to the Board regarding the corrective action which should be taken.
4. Nothing in this Article reduces in any way the authority of the Principal/Vice Principal to deal with situations of violence in their schools.

## **ARTICLE E.26 FALSELY ACCUSED TEACHER ASSISTANCE**

1. When a teacher has been accused of child abuse or sexual misconduct in the course of performing their duties as an employee of the Board and
  - a. an investigation by the Board finds there is no foundation to the allegation(s); or
  - b. the teacher is acquitted of all criminal charges relating to the accusation; and
  - c. an arbitrator, if applicable, considering discipline or dismissal of the teacher finds that no discipline is warranted; the teacher shall be entitled to assistance from the Board in accordance with the following:
2. The employee, the Association President, or designate, and the Superintendent, or designate, shall, as necessary, develop a mutually acceptable plan of assistance designed to facilitate the employee's return to teaching duties. It is intended that the assistance plans include, but not be limited to, the following:
  - a. specialist counselling and/or medical assistance for the employee and/or the employee's family;
  - b. paid or unpaid leaves of absence, as the circumstances warrant;
  - c. first priority for the employee to transfer to any vacant position for which they possess the necessary qualifications;
  - d. where requested by the employee, provision of factual information to parents by the Board.
3. Provided the employee has previously applied for and utilized such funding from other (non-personal) sources as may be available, the Board shall indemnify the employee for additional reasonable legal costs incurred in defending against criminal charges arising out of the allegation, provided the hourly or per diem rate charged by the lawyer retained by the employee are acceptable to the Board.

## **ARTICLE E.27 SCHOOL ACT APPEALS**

1. Appeals by a student or the parent(s) or guardian(s) of a student against a decision of a teacher, which significantly affects the education, health or safety of that student, shall be processed in accordance with the by-law enacted by the Board pursuant to Section 11 of the School Act.
2. It is understood that nothing in the by-law or the Board's processing of an appeal under said by-law abrogates the rights of teachers under this Collective Agreement.

## **ARTICLE E.28 PARENT CONCERNS ABOUT EMPLOYEES**

1. The Board or its representatives shall take no action on a complaint registered by a parent/guardian registered against an employee unless:
  - a. the complainant has formally discussed the complaint with the employee involved, and;
  - b. such discussion has failed to resolve the matter.
2. When the Board or any of its representatives receives a complaint by a parent/guardian against an employee, which the Board or its representative intends to investigate or to take any other action upon, the employee in question shall be immediately notified of the complaint.

## **ARTICLE E.29 LGBTQ**

The Board will maintain the confidentiality of the sexual orientation and gender identity of staff. Employees who are out as lesbian, gay, bisexual, transgender, or transitioning to another gender will be supported to do their work in a safe and respectful environment. The Board and Association agree to cooperate and discuss Human Rights issues within the district, including the scope and impact of discrimination related to sexual orientation and gender identity.

## **ARTICLE E.30 EMPLOYMENT EQUITY – ABORIGINAL EDUCATORS**

1. The Board of Education agrees to meet with the Association to discuss Aboriginal Educator Employment Equity.

## **SECTION F      PROFESSIONAL RIGHTS**

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

#### **1.      Statement of Intent**

- a.      It is the position of both the Board and the Association that it is beneficial to both students and teachers that Professional Development be encouraged.

#### **2.      Pro-D Funding**

- a.      The Board's annual contribution to the Pro-D fund shall be sixty-five thousand dollars (\$65,000.00) and the Association's contribution shall be sixteen thousand dollars (\$16,000.00).
- b.      All Professional Development funds contributed by both parties shall be administered by the Association. The disbursement of all professional development funds contributed by the District shall be reported to the District by August 31 of each year for Ministry financial auditing purposes only. Reports to the District will list activities and dollar amounts only.

#### **3.      Professional Development Committee**

- a.      The Professional Development Committee shall consist of the Professional Development Committee of the Association and the Superintendent of Schools or their designate.

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

1.      Within the bounds of the prescribed curriculum, and consistent with effective educational methodology and practice, and within established District and/or school goals and objectives, teachers shall have individual professional autonomy in determining the methods of instruction and the planning and presentation of course materials in the classes to which they are assigned.
2.      The Board and the Association agree that, consistent with the purpose of the evaluation process, an evaluator may recommend teaching practices different from those being used by the teacher.

### **ARTICLE F.22      SCHOOL ACCREDITATION**

1.      The elementary and secondary accreditation process shall occur in accordance with the Ministry Guidelines.



2. It is acknowledged that the accreditation process requires increased clerical time and release time for teachers in order to minimize the disruption to instruction. The Principal/Vice Principal, in consultation with the staff of the school, shall request the Superintendent or designate to provide the extra TTOC and clerical support which the school believes is necessary to perform the accreditation. The Superintendent or designate shall consider this request and determine the amount of additional TTOC and clerical support to be provided on the basis of the Board's budgetary constraints and the funding provided by the Ministry to perform the accreditation.
3. Within budgetary constraints, the school and the Board shall endeavour to implement those recommendations of the internal review with which the external team concurs.

### **ARTICLE F.23      EDUCATIONAL CHANGE**

1. The Board recognizes the changing educational needs of the District and supports the principle that teachers, who are directly affected, should be consulted and have input into the implementation of such changes.
2. Towards this end, the Board shall form ad-hoc educational change committees, each of which is intended to deal with particular educational changes and/or curriculum development matters. The membership of these committees shall be established in consultation with the Association. The President of the Association, or designate, shall be an ex-officio member of each such committee. The mandate of these committees shall be to investigate, analyze and make recommendations to the Board on the particular educational change and/or curriculum development matter in question, including recommending how the Board should disburse the monies it has allocated for implementation.
3. The funding required to support these committees in meeting their mandate shall be determined by the Board, at the time each such committee is formed, after consultation with the Association.
4. The Board shall make information available to the above referenced committees regarding the funding which the Board has received from the Ministry and/or allocated for implementation of the particular educational change and/or curriculum development matter in question.
5. Where a school is to undergo a major renovation which will result in the full or partial displacement of a significant portion of the student body, an educational change ad hoc committee shall be struck to investigate, analyze and make recommendations to the Board regarding alternative arrangements which might be implemented.

## **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.20.4 Utilization of Sick Leave for Other Purposes for short term compassionate leave of up to three days.]

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

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

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

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

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

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

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

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

- a.     in relation to an employee:
  - i.     a member of an employee's immediate family;
  - ii.    an employee’s aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
- b.     in relation to an employee's spouse or common-law partner or same-sex partner:
  - i.     the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and

- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

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

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

### *Implementation:*

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

[Note: Also see Article G.21.12 Discretionary Leave.]

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

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Article G.6.1.a and Articles G.6.2-G.6.10 are not applicable in S.D. No. 8 (Kootenay Lake). See Article A.20 Leave for Association and B.C.T.F Business.]

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.

## **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.      Entitlement**

- a.      Continuing and term teachers will earn sick leave at the rate of one and one-half (1.5) days per month, to a maximum of fifteen (15) days per year.
- b.      Part-time teachers will earn sick leave on a pro rata basis.

- c. At the beginning of the school year, no less than fifteen (15) days of sick leave shall be advanced to each teacher. Teachers commencing employment with the Board during the year shall be advanced the pro rata portion of sick leave which would accrue to them for the balance of the school year. In the event that any paid sick leave is advanced and not subsequently earned, the amount advanced shall be repaid by the teacher to the Board.
- d. Effective July 1, 2002, the accumulated sick leave credits of employees formerly covered by the former School District No. 86 (Creston-Kaslo) agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with the former School District No.07 (Nelson) agreement.

## **2. Accumulation of Unused Sick Leave**

- a. A teacher's unused sick leave entitlement in any school year shall accumulate to that teacher's credit as at June 30th.
- b. There is no limit to the accumulation of unused sick leave by any teacher.
- c. Maximum usage of accumulated sick leave will be one hundred and twenty (120) days in any year.

## **3. Proof of Illness Required**

- a. The Board may require a teacher to provide a doctor's certificate as proof of illness.

## **4. Utilization of Sick Leave for Other Purposes**

- a. Teachers shall have the right to access their yearly sick leave entitlement, with the approval of the Principal/Vice Principal, to a maximum of three (3) days in any school year, or such longer period as approved by the Superintendent or designate when circumstances warrant, for the following reasons:
  - i. serious illness or accident of a member of the immediate family as defined in sub-section G.4.1, which results in the teacher not being able to attend work, and
  - ii. medical or dental appointments for the teacher, or the teacher's children requiring the teacher's attendance, which cannot be scheduled outside the instructional day.

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

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



## **ARTICLE G.21 LEAVES OF ABSENCE**

### **1. Short-Term Maternity Leave**

- a. A pregnant teacher shall be granted a leave of absence in accordance with Part 6 of the Employment Standards Act or, with the approval of the Board of Education, for an established period of time so that the return to duty will coincide with the commencement of the following term or semester, or the following Christmas or spring break.
- b. In the case of an incomplete pregnancy, death of the child, or other special situation, a teacher may return to duty earlier than provided for in the agreed-upon leave.
- c. The teacher intending to make an early return to duty will submit a written application and a medical certificate.
- d. In an emergency situation, the teacher's application for leave will be considered on shorter notice.

### **2. Supplemental Employment Insurance Benefits on Maternity Leave**

- a. When a pregnant teacher takes the maternity leave pursuant to the above subsection, the Board of Education shall pay the teacher:
  - i. eighty-five per centum (85%) of their current salary for the first two (2) weeks of the leave, and
  - ii. where the teacher is eligible to receive EI maternity benefits, the difference between seventy-five per centum (75%) of their current salary and the amount of EI maternity benefits received by the teacher for a further fifteen (15) weeks.
- b. The Board of Education shall enter into the Supplemental Employment Insurance Benefit (SUB) Plan Agreement required by the Employment Insurance Act in respect of such maternity payment.

### **3. Parental Leave**

- a. Parental leave shall be granted in accordance with Part 6 of the Employment Standards Act or, with the approval of the Board of Education, for an established period of time so that the return to duty will coincide with the commencement of the following term or semester, or the following Christmas or spring break.

### **4. Extended Maternity/Parental Leave**

- a. A teacher granted maternity or parental leave under this Article may also apply for extended maternity/parental leave for an additional period of up to one (1)

year to coincide with the commencement of a term or semester, or the following Christmas or spring break.

- b. Application for extended maternity/parental leave shall be made no later than four (4) weeks prior to the commencement of a term or semester, or by May 31 in respect of leave commencing September 1 following.

#### **5. Benefits While on Extended Maternity/Parental Leave**

- a. When a teacher is on extended maternity/parental leave pursuant to this Article, the Board of Education shall continue to pay its share of the benefit premiums during the period of the leave.

#### **6. Return to Teaching**

- a. Notification of intent to return to teaching following extended maternity/parental leave shall be made to the Superintendent or designate, in writing, on or before April 30th for return in the following school year, or November 30th for return at the start of the second (2nd) semester.
- b. Upon return to teaching after extended maternity or parental leave, the teacher will be assigned to a position for which they have the necessary qualifications, if possible in the same school where they worked before the leave. Failing this, the teacher shall be placed in a comparable position within the District for which they have the necessary qualifications.

#### **7. Use of Sick Leave**

- a. If at the end of maternity leave or extended maternity leave, the teacher is unable to return because of ill health, they shall provide the Board of Education with an acceptable medical certificate and they shall qualify for sick leave for those days they would otherwise have been teaching.

#### **8. Early Return from Extended Leave**

- a. A teacher may return to duty from extended maternity or parental leave earlier than contemplated in the event that circumstances on which the leave was based changed significantly.
- b. A teacher requesting such early return to duty will submit a written notification at least four (4) weeks prior to the commencement of the school year, term or semester in which employment will be resumed.
- c. Should the teacher applying for an early return to duty be disabled from work, an immediate placement on sick leave, where sick leave days are available, or medical leave if no sick days are available, shall be arranged.

#### **9. Deleted**

## **10. Adoption Leave**

- a. Adoption leave will be provided to teachers who adopt a child, for the same duration as provided in the Employment Standards Act for maternity leave. If both parents work for the Board of Education, leave under this section shall be granted to only one (1) of them.

## **11. Miscellaneous Leave**

- a. Leave of absence, with pay, up to a maximum total of three (3) days in any school year, shall be granted to continuing and term teachers for the following purposes:
  - i. retirement seminars for staff members who are within five (5) years of retirement,
  - ii. local funerals, maximum one-half (1/2) day per funeral,
  - iii. paternity leave during the period the spouse is in hospital, or on the day the spouse and child return home,
  - iv. adoption leave for the purpose of making arrangements for receiving the child,
  - v. educational leave for the purpose of writing examinations or taking part in courses of training connected to the teaching profession,
  - vi. weddings or graduations involving the teacher or members of the teacher's immediate family, as defined in section G.4.1,
  - vii. community service for which there is no remuneration or honorarium, to attend important functions connected with such service,
  - viii. duties associated with elected municipal, school board or regional district office,
  - ix. travel delays caused by inclement weather or failure of public transportation, which are beyond the control of the teacher and which make it impossible for the teacher to report for work, and
  - x. citizenship court when the teacher is becoming a Canadian citizen.
- b. Before granting leave under this section, the Superintendent or designate may require the teacher to provide proof that the leave was legitimately taken for one of the above reasons.

## **12. Discretionary Leave**

- a. The Board of Education will grant two (2) days personal leave, with pay, less cost of a TTOC, to each teacher per school year.

- b. Where no TTOC is required, a deduction of the non-certified TTOC rate will be made.
- c. Discretionary leave may be taken one (1) day at a time, or as two (2) consecutive days.
- d. Teachers must have their Principal/Vice Principal 's agreement prior to submitting the written request to the Superintendent or designate.

[Note: Also see Article G.5 Unpaid Discretionary Leave.]

### **13. Jury Duty**

- a. The Board of Education shall grant leave of absence, with pay, to any teacher summonsed to jury duty or required to attend any legal proceeding by reason of subpoena, except where a teacher's private affairs have occasioned such court appearance.
- b. A teacher on such leave shall pay to the Board of Education any monies received for jury duty or witness fees, exclusive of parking costs, travelling costs, and meal allowance.

### **14. Education Leave - Full Year**

- a. Where requests are made, the Board of Education will grant one (1) full year's leave, without pay, for educational purposes, to a maximum of four (4) teachers at any one time.
- b. Requests for such leave will be made by teachers, with at least three (3) years of continuing appointment, to the Superintendent or designate by March 31 of the year preceding that for which leave is requested.
- c. Final approval for such requests will be made by the Board of Education, upon the recommendation of the Superintendent or designate.
- d. Such leave must be for bona fide educational purposes and must be taken to pursue a program of studies in the teacher's specialty area or a program of retraining approved by the Board.
- e. Notification of intent to return to teaching shall be made to the Superintendent or designate, in writing, on or before April 30th for return in the following school year, or November 30th for return at the start of the second (2nd) semester.
- f. Upon return from leave under this section, the employee shall be assigned to a position for which they have the necessary qualifications in the same school where they taught before the leave. Failing this, they shall be assigned to a comparable position in the District.

## **15. Teacher Exchange**

- a. Notification of intent to return to teaching following an approved teacher exchange shall be made to the Superintendent or designate, in writing, on or before April 30th for return in the following school year.
- b. Upon return from an approved teacher exchange, the teacher shall be assigned to a position for which they have the necessary qualifications in the same school where they taught before the leave. Failing this, they shall be assigned to a comparable position in the District.

## **16. Self-Funded Leave Plan**

- a. The Board of Education shall administer the Self-Funded Leave and the Ancillary Agreement for Leave of Absence and Deferred Compensation Plan appended to this Collective Agreement.

## **17. Full Personal Leave**

It is understood that Full Personal Leave means 100% of a teacher's current assignment, without pay.

- a. After each three (3) consecutive years of service, teachers with continuing contracts may request access to Full Personal Leave of up to one (1) full year. Such request for leave will not be unreasonably denied.
- b. The Board of Education may grant leave for a second year, in exceptional circumstances.
- c. The Deadlines for Requesting Full Personal Leave
  - i. Requests for Full Personal Leave will be made in writing by teachers to the Superintendent or designate:
    - a) By March 31 of the year preceding that for which leave is requested.
  - ii. Exceptions for late requests will be at the discretion of the Board of Education.
- d. During a Full Personal Leave of Absence, teachers are responsible for the full cost of their benefits if they wish to continue benefits with the District.
- e. Returning from Full Personal Leave
  - i. Teachers returning from Full Personal leave shall be reassigned to the same position held prior to the leave, where possible.
  - ii. If it is not possible to return to the same position held prior to the leave, or to another position within the same school, Article C.5 Layoff, Recall and Severance will apply.

- f. Teachers not returning at the end of their approved Full Personal Leave will be deemed to have resigned from the District.
- g. Teachers on Full Personal Leave who accept a continuing contract with another public School Board or a permanent teaching position with a private School Board while on such leave, must notify the District of their appointment within forty-eight (48) hours and will be deemed to have resigned.

**SIGNATURES**

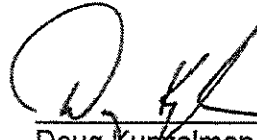
Signed at Nelson, British Columbia, this 15<sup>th</sup> day of November, 2021



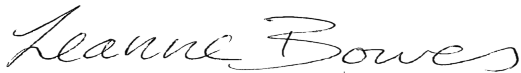
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Chandra Singh  
School District No. 08 (Kootenay Lakes)



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Carla Wilson  
Kootenay Lake Teachers' Federation



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Doug Kurzelman  
Kootenay Lake Teachers' Federation



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Leanne Bowes  
British Columbia Public School Employers'  
Association



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Teri Mooring  
British Columbia Teachers' Federation

## LOCAL AND PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

1. The following Local Letters of Understanding, Memorandum of Settlement, Appendix and Schedule are attached to and form part of the Agreement between the Parties:
  - a. L of U # 1: School Act Appeal By-law
  - b. L of U # 2: BCTF Salary Continuance Plan and Medical Services Association Dental Plan
  - c. L of U #3: Teacher teaching on call Seniority: Article C.2.8.a.ii
  - d. Memorandum of Agreement: Middle School Program
  - e. Memorandum of Settlement: Grievance Concerning Recognition of Local Union, Dues Deduction and Membership
  - f. Appendix A: Self-Funded Leave
  - g. Schedule A: Self Funded Leave Plan Memorandum of Agreement
  - h. Schedule B: Salary Grids
  
2. The following Provincial Letters of Understanding and Letters of Intent are attached and form part of the Agreement between the Parties.
  - a. LOU #1: Designation of Local and Provincial Matters
    - APPENDIX 1: PROVINCIAL MATTERS
    - APPENDIX 2: LOCAL MATTERS
    - Addendum A
    - Addendum B
    - Addendum C
    - Addendum D
  - b. LOU #2: Agreed Understanding of the Term Teacher Teaching on Call
  - c. LOU #3.a: Section 4 of Bill 27 Education Services Collective Agreement Act - Transitional Issues—Amalgamated School Districts
  - d. LOU #3.b: Section 4 of Bill 27 Education Services Collective Agreement Act – Rate of Pay Maintenance
  - e. LOU #4: Employment Equity – Aboriginal Employees



- f. LOU #5: Teacher Supply and Demand Initiatives  
Schedule A
- g. LOU #6: Article C.2 – Porting of Seniority – Separate Seniority Lists
- h. LOU #7: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts
- i. LOU #8: Article C.2 – Porting Seniority – Laid off Teachers who are Currently on the Recall List
- j. LOU #9: Provincial Extended Health Benefit Plan  
Appendix A to Letter of Understanding No. 9
- k. LOU #10: Recruitment and Retention for Teachers at Elementary Beaverdell and Big White Elementary School
- l. LOU #11: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District  
  
Form A: August 31<sup>st</sup> transfers for TTOC experience accrued up to and including June 30<sup>th</sup>  
  
Form B: December 31<sup>st</sup> transfers for TTOC experience accrued up to and including November 15<sup>th</sup>
- m. LOU#12: Agreement regarding restoration of class size, composition, ratios and ancillary language
- n. LOU #13: Section 53 - Joint Consultation and Adjustment opportunities
- o. LOU #14: Cultural Leave for Aboriginal Employees
- p. LOU #15: Maternity/Pregnancy Supplemental Employment Benefits
- q. LOU #16: Early career mentorship
- r. LOU #17: Potential grievance resolution

**Local Letter of Understanding #1:**

**School Act Appeal By-Law**

between THE KOOTENAY LAKE TEACHERS' FEDERATION and THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)

Amendments to the Board's School Act Appeals By-law

The Board agrees to amend its by-law concerning School Act Appeals, as necessary, to ensure the following:

- 1. that an affected teacher is notified as soon as operationally possible following receipt by the Superintendent and/or the Board of an appeal lodged against a decision of that teacher, and
- 2. that the affected teacher is given access to all relevant documentation upon which the appeal is based, and
- 3. that the affected teacher will be permitted to be present and respond when an appeal is heard.

The Board further agrees to consult with the Association if, in future, it intends to amend the above by-law so as to materially effect the above amendments.

IN WITNESS THEREOF the parties have executed this Agreement under Seal in the City of Nelson, B.C. the 9th day of June, 1997.

BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 8  
(KOOTENAY LAKE)

KOOTENAY LAKE TEACHERS'  
FEDERATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Local Letter of Understanding #2:**

**BCTF Salary Continuance Plan and Medical Services Association Dental Plan**

between THE KOOTENAY LAKE TEACHERS' FEDERATION and THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)

BCTF Salary Continuance Plan B and

Medical Services Association Dental Plan

To reduce the income tax liability on the teachers it is agreed that the total premiums for the BCTF Salary Continuance Plan B will be paid by the employee. It is further agreed that the amount previously paid by the Board of Education for their portion of this premium will be applied to reduce the employee's portion of the premiums for the Medical Services Association dental plan.

To maintain the intent of this letter through subsequent premium increases it is also agreed that the total premiums paid on an annual basis for the BCTF Salary Continuance Plan B, the medical insurance and the dental plan will be maintained at the seventy-five percent (75%) employer and twenty-five percent (25%) employee basis.

IN WITNESS THEREOF the parties have executed this Agreement under Seal in the City of Nelson, B. C. the 9th day of June, 1997.

BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 8  
(KOOTENAY LAKE)

KOOTENAY LAKE TEACHERS'  
FEDERATION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Local Letter of Understanding #3:**

**Teacher teaching on call Seniority: Article C.2.8.a.ii (2)**

BETWEEN:

The British Columbia Public School Employers' Association  
(hereinafter referred to as "BCPSEA")

AND:

The Board of Education of School District No. 08 (Kootenay Lake)  
(hereinafter referred to as the "District")

AND:

The British Columbia Teachers' Federation  
(hereinafter referred to as the "BCTF")

AND:

Kootenay Lake Teachers' Federation  
(hereinafter referred to as the "KLTF")

**The parties hereby agree as follows:**

1. The list below represents the Teacher teaching on call List for School District No. 08 Kootenay Lake, effective September 2005.
2. Should a Teacher teaching on call listed below be placed on a continuing contract, the Teacher teaching on call's seniority will be calculated pursuant to Article C.2.8.a.ii (2) for Teacher teaching on call work prior to April 1, 2006.
3. It is understood that there may be Teachers teaching on call who were added to the Teacher teaching on call List during the 2005/2006 school year, or who worked as Teachers teaching on call in School District No. 08 prior to the 2005/2006 school year, and those Teachers teaching on call, should they be placed on a continuing contract, are also entitled to seniority credit pursuant to Article C.2.8.a.ii (2).

**Teacher teaching on call List [effective September 2005]:**

AITKEN (KLASSEN), Julie	HANSEN, Tara
BADKE, Gary	HARPER, Lynette
BASTEDO, Beth	HILTERMANN, Jackie
BILLETT, Tracey	HOLTON, Laurie
BOOTH, Laverne	JOHNSON, Tara
BOS, Sabine	KUIPER, Tracy
BRISEBOIS, Lynda	KURTZ, Shelley
BROUGHTON, Jennifer	LEGATT, Elaine
BURROWS, Franziska	LEGG, David
CALVERT, Sarah	McKAY, Jennifer
CATHRO, Kare	MASON, Julia
CHAPMAN, Pat	MOBBS, Melanie
CHEVELDAVE, Venie	MUSA, Nick
CHRISTIE, Susan	OSTGAARD, Laurine
COUCH, Katherine	PARKER, Diana
DALEY, Alison	PATTERSON, Bruce
DAOUST, Veronique	RADONIC, Mary
DEHNEL, Jennifer	RONALD-JONES, Gareth
DEVINE, Mike	ROOS, Tom
DEVRIES, Stacey	ROSS-BARRETT, Darlene
DICKSON, Jennifer	RUSSELL, Kate
DOHAN, Nancy	RUSSELL, Shari
DULEY, Katherine	SAMULAK, June
ELLIOTT, Hillary	SHERSTOBITOFF, Travis
EVANS, Nadine	SMITH, Joanna
FINLAYSON, Suzanne	SPENSLEY, Mary
FOLICK, Melissa	TANNER, Don
FOTSCHUK, Jennifer	TOMPSON, Terri
FOUNTAIN, Steve	TRUDEL, Robin
FOX, Colin	TSAI, Jeffrey
GARAY, Ron	WAHN, Patrick
GERUYTE, Arijana	WEILAND, Larry
GREAVISON, Ron	WEST, Patricia
GUIDO, Dawn	WILTON, Dianne
HAMILTON, Mark	WOIKIN, Wanda

Agreed to on: \_\_\_\_\_

\_\_\_\_\_  
School District No. 08 (Kootenay Lake)

\_\_\_\_\_  
Kootenay Lake Teachers' Federation

\_\_\_\_\_  
Kootenay Lake Teachers' Federation

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
BCTF

**Memorandum of Agreement**

**BETWEEN:** British Columbia Public School Employers' Association  
**AND:** Board of Education in School District No. 8 (Kootenay Lake)  
**AND:** British Columbia Teachers' Federation  
**AND:** Kootenay Lake Teachers' Federation

**Re: Middle School Program**

It is agreed that this Memorandum of Agreement codifies the revised existing practice with respect to the operation of a Middle School Program in SD No. 8. To this end, the parties agree that the following provisions govern the operation of the Middle School program and the Collective Agreement is amended as indicated.

This Memorandum of Agreement applies specifically to S.D. No. 8 and is without prejudice to the operation of middle school programs in other School Districts. Trafalgar Middle School in S.D. No. 8 is organized to include grades 7, 8 and 9 until June 30, 2008 and grades 6, 7, and 8 thereafter.

This Memorandum of Agreement will be effective upon ratification by KLTF, BCTF, SD8, and BCPSEA.

The parties hereby agree to the following amendments to the Collective Agreement:

Article D.4.4.c Preparation Time shall be amended to include the following new clause:

Commencing on September 1, 2008, preparation time in Trafalgar Middle School will include personal preparation time for teachers of all grades and group planning time for teachers of grades six and seven. Personal preparation time will not be less than ten percent (10%) of instructional time. Group planning time will be in addition to personal preparation time and will be not less than one third of the allocation for personal preparation time.

The terms of this Memorandum of Agreement have been determined pursuant to and satisfy the requirements of Letter of Intent No.1 Middle Schools. They shall be incorporated into the Collective Agreement at the next printing of the Working Document.

DATE of signing: \_\_\_\_\_

\_\_\_\_\_  
For BCPSEA

\_\_\_\_\_  
For the BCTF

\_\_\_\_\_  
For S.D. No. 8(Kootenay Lake)

\_\_\_\_\_  
For Kootenay Lake Teachers' Federation

\_\_\_\_\_  
For Kootenay Lake Teachers' Federation

## **MEMORANDUM OF SETTLEMENT**

**Re: Grievance Concerning Recognition of Local Union, Dues Deduction and Membership**

**Between:**

**British Columbia Public School Employers' Association (BCPSEA)**

**And:**

**British Columbia Teachers' Federation (BCTF)**

**RE: Grievance Concerning Recognition of Local Union, Dues Deduction and Membership – SD No. 5 (South East Kootenay), SD No. 6 (Rocky Mountain), SD No. 8 (Kootenay Lake), SD No. 53 (Okanagan Similkameen), SD No. 58 (Nicola-Similkameen), SD No. 79 (Cowichan Valley), SD No. 82 (Coast Mountains), SD 83 (North Okanagan-Shuswap), SD No. 91 (Nechako Lakes).**

The following agreement is made on a without precedent and prejudice basis, respecting the above noted districts only and represents full and final settlement to the above noted grievance on the following terms and conditions:

### **1.0 Union Recognition**

- 1.1 For collective agreement purposes, BCPSEA and each employer recognize one (1) local union/association per School District (Article A.2).
- 1.2 The organization of a local union/association and matters of how its authority/responsibilities are framed or delegated are matters within the exclusive authority of the BCTF and the local union/associations. Subject to PELRA and the exclusive bargaining agency of the BCTF, the local union/association designated by the BCTF has the exclusive right to exercise the local rights and capacities delegated by the BCTF pursuant to PELRA.
- 1.3 For purposes of recognition (Article A.2), upon written notice by the BCTF pursuant to Section 8 of PELRA, a new local union/association in the district succeeds and replaces the previously recognized union/association.
- 1.4 Nine (9) new local union/associations have been created:
  1. the “Cranbrook and Fernie Teachers’ Association”;
  2. the “Rocky Mountain Teachers’ Association”;
  3. the “Kootenay Lake Teachers’ Federation”;
  4. the “South Okanagan Similkameen Teachers’ Union”;
  5. the “Nicola Valley and Princeton Teachers’ Union”;

6. the “Cowichan Valley Teachers’ Federation”;
7. the “Coast Mountain Teachers’ Federation”;
8. the “North Okanagan Shuswap Teachers’ Association”; and
9. the “Burns Lake and Nechako Teachers’ Union”;

As a result,

SD No. 5 (Southeast Kootenay) – The Cranbrook and Fernie District Teachers’ Association will replace all references to the Cranbrook District Teachers’ Association in the previous local agreement.

SD No. 6 (Rocky Mountain) – The Rocky Mountain Teachers’ Association will replace all references to the Windermere District Teachers’ Association in the previous local agreement.

SD No. 8 (Kootenay Lake) – The Kootenay Lake Teachers’ Federation will replace all references to the Nelson District Teachers’ Association in the previous local agreement.

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers’ Union will replace all references to the Southern Okanagan Teachers’ Association in the previous local agreement.

SD No. 58 (Nicola-Similkameen) – The Nicola Valley and Princeton Teachers’ Union will replace all references to the Nicola Valley Teachers’ Union in the previous local agreement.

SD No.79 (Cowichan Valley) – The Cowichan Valley Teachers’ Federation will replace all references to the Cowichan District Teachers’ Association in the previous local agreement.

SD No. 82 (Coast Mountains) – The Coast Mountain Teachers’ Federation will replace all references to the Terrace District Teachers’ Union in the previous local agreement.

SD No. 83 (North Okanagan-Shuswap) – The North Okanagan Shuswap Teachers’ Association will replace all references to the Shuswap Teachers’ Association in the previous local agreement.

SD No. 91 (Nechako Lakes) – The Burns Lake and Nechako Teachers’ Union will replace all references to the Nechako Teachers’ Union in the previous local agreement.

- 1.5 For grievances from the Column C geographical area, it is understood that the language from the Column C agreement would apply for incidents which crystallized prior to July 1, 2002. The BCTF will provide BCPSEA with a list of such grievances. Should the date of crystallization be unclear, further discussions by the provincial parties shall take place.



## **2.0 Union Membership**

2.1 With the exception of the exempted employees referred to in Article A.3.2, as a condition of employment (Article A.3), employees covered by the teachers' collective agreement must become and remain members of the BCTF and the local Union/Association recognized and named in Article A.2 of the collective agreement.

2.2 The active membership application form prepared by the Union will require membership in the BCTF and the recognized local Union/Association. Should the recognized local Union/Association require membership in another Union/Association/organization as a condition of their membership in the BCTF and/or recognized local Union/Association, such membership requirement for these organizations can be included on this form.

2.3 As a result,

SD No. 5 (Southeast Kootenay) – as a condition of employment, teachers will become and remain members of the BCTF and the Cranbrook and Fernie District Teachers' Association.

SD No. 6 (Rocky Mountain) – as a condition of employment, teachers will become and remain members of the BCTF and the Rocky Mountain Teachers' Association.

SD No. 8 (Kootenay Lake) – as a condition of employment, teachers will become and remain members of the BCTF and the Kootenay Lake Teachers' Federation.

SD No. 53 (Okanagan-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the Nicola Valley and Princeton Teachers' Union.

SD No. 58 (Nicola-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the Nicola Valley and Princeton Teachers' Union.

SD No. 79 (Cowichan Valley) – as a condition of employment, teachers will become and remain members of the BCTF and the Cowichan Valley Teachers' Federation.

SD No. 82 (Coast Mountains) – as a condition of employment, teachers will become and remain members of the BCTF and the Coast Mountain Teachers' Federation.

SD No. 83 (North Okanagan-Shuswap) – as a condition of employment, teachers will become and remain members of the BCTF and the North Okanagan Shuswap Teachers' Association.

SD No. 91 (Nechako Lakes) – as a condition of employment, teachers will become and remain members of the BCTF and the Burns Lake and Nechako Teachers' Union.

2.4 The Board of Education will send the completed active membership application form to the recognized local union/association.

### **3.0 Local and BCTF Dues Deductions**

3.1 The Board of Education agrees to deduct and remit dues and fees from teachers to the BCTF and the recognized local union/association pursuant to their constitutions and by-laws (Article A.4).

3.2 Pursuant to the BCTF and recognized local union's constitutions and by-laws, it is understood that this does not preclude the union from setting different dues/fee deductions for different members. Should this be the case, the recognized local union/association shall supply the Board of Education with a letter from the recognized local union/association indicating the amount of dues/fees to be deducted.

3.3 When the Board of Education remits the dues and fees to the BCTF and the recognized local union/association, the Board of Education shall supply the recognized local union/association with a listing of the amount remitted for each member.

3.4 As a result,

SD No. 5 (Southeast Kootenay) – the Cranbrook and Fernie District Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 6 (Rocky Mountain) – the Rocky Mountain Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 8 (Kootenay Lake) – the Kootenay Lake Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 58 (Nicola-Similkameen) – the Nicola Valley and Princeton Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 79 (Cowichan Valley) – the Cowichan Valley Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 82 (Coast Mountains) – The Coast Mountain Teachers’ Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 83 (North Okanagan-Shuswap) – The North Okanagan Shuswap Teachers’ Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 91 (Nechako Lakes) – the Burns Lake and Nechako Teachers’ Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

#### **4.0 Effective Date**

- 4.1 The implementation of this grievance settlement shall take effect July 1, 2003 or at a later date agreed to by the parties. Notwithstanding the above, should there be a change to the dues deduction/remittance that does not allow for implementation by September 1, 2003, the local parties shall meet to discuss the implementation date for these changes to the dues/remittance, but in no case shall these changes take effect later than thirty (30) days from receipt of notice.

This document replaces the original signed by Hugh Finlayson (for BCPSEA) and Jinny Sims (for BCTF) on July 8, 2003 and reflects necessary amendments as a result of the formation of a new amalgamated local union/association (the South Okanagan Similkameen Teachers’ Union) in SD No. 53 Okanagan Similkameen..

## **APPENDIX A: Self-Funded Leave**

Whereas the Board and the Association wish to establish for the benefit of employees of the Board a plan to enable them to fund leaves of absence from employment of not less than six (6) consecutive months, or not less than three (3) consecutive months, if in full-time attendance at a designated educational institution, through deferral of salary on such terms as may be set out in this Agreement; and

Whereas it is intended that such plans qualify as “prescribed plans” within the meaning of Regulation 6801 of the Income Tax Act (Canada),

Now therefore this Agreement witnesseth that in consideration of the premises the parties agree to institute the plan, as set out in the following terms, of the Self-Funded Leave Plan for the eligible employees of the Board of Education of School District No. 8 (Kootenay Lake).

### **1. Definitions**

“Accrued interest” means the amount of interest earned in accordance with Clause 3.c of the monies retained by the Board on behalf of the participant, calculated from:

a. the first (1<sup>st</sup>) day any of such monies has been received by the eligible financial institution, or

b. the last date to which interest has been paid in accordance with Clause 3.e

whichever is later.

“Agreement(s)” means the agreement(s) in force from time to time between the Board and the Association.

“Board” means the Board of Education, School District No. 8 (Kootenay Lake).

“Committee” means a Committee, as defined by agreement between the Board and the Association.

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

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

“Deferral period” shall be the number of years not to exceed six (6) years for which compensation is deferred, in accordance with Clause 3.1, including the years referred to in Clauses 4.d and 4.e, if applicable. To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

“Deferred compensation amount” means the portion of the current compensation amount which is retained by the Board for a participant in each year, in accordance with Clause 3.a and augmented from time to time by interest thereon calculated in accordance with Clause 3.c, but less all interest paid to the participant, in accordance with Clause 3.d.

“Eligible employee” means an employee of the Board in continuing employment.

“Eligible financial institution” means any Canadian chartered bank, any Trust Company authorized to carry on business in the Province of British Columbia and any Credit Union authorized to carry on business in the Province of British Columbia.

“Leave of absence” means the period described in Clause 4.a.

“Memorandum of Agreement” means the agreement described in Schedule “B”.

“Participant” means an eligible employee who has completed a memorandum of agreement and whose application for participation in the plan has been approved by the Superintendent, in accordance with Clause 2.b.

“Plan” means the self-funded leave plan set out in this agreement and includes all amendments thereto.

“Superintendent” means Superintendent of Schools or District Superintendent of Schools.

## 2. Application

### a. Formal Application

In order to participate in the plan, an eligible employee must make written application by way of Schedule “B” to the Superintendent at least three (3) months prior to the commencement of deferrals under the plan, or at a date otherwise agreed between the Board and the Association, stating the date when the eligible employee wishes the deferrals to commence.

### b. Approval

The approval of each application made under Clause 2.a shall rest in the sole discretion with the Superintendent. The Superintendent shall at least one (1) month prior to the requested commencement of deferrals under the plan or at a date otherwise agreed between the Board and the Association, advise each applicant of their approval or disapproval of their application, and if the latter, an explanation therefor.

### c. Date of Participation

If the Superintendent gives their approval, in accordance with Clause 2.b, the participation of the eligible employee in the plan will become effective on the date requested by the eligible employee, or if such date is not agreed to by the Superintendent then on a date which is agreed to by the Superintendent and the eligible employee.

### 3. Funding for Leave of Absence

Funding for leave of absence shall be as follows:

#### a. Compensation Deferred

During each year of the deferral period, the participant will receive their compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement, which is to be retained by the Board and less statutory deductions and other withholdings. Such percentage amount may be varied, subject to Clause 3.b, by giving written notice to the Board at least one (1) month prior to July 1 in any year for the next or subsequent years.

#### b. Maximum Percentage Deferred

The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one-third (33 1/3) per cent.

#### c. Investment of Deferred Compensation

The monies retained by the Board for each participant, in accordance with Clause 3.a, including interest thereon (until paid out in accordance with Clause 3.e), shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible financial institution. The monies retained shall be forwarded to the eligible financial institution within fifteen (15) calendar days. The Committee shall choose such eligible financial institution and, in making such determination, the Board, the Association and members of the Committee shall not be liable to any participant for any investments made which are authorized by this clause.

#### d. Insolvency

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

#### e. Payment of Accrued Interest

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

#### f. Reporting to Participants

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

4. Taking of Leave of Absence

- a. The leave of absence shall be for not less than six (6) consecutive months, or not less than three (3) months, if in full-time attendance at a designated educational institute.

b. Manner of Payment During Leave

The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event, payments shall not be more frequently than provided for the payment of regular salaries and all amounts payable shall be paid to the participant no later than the end of the first (1<sup>st</sup>) taxation year that commences after the end of the deferral period.

c. Amount of Payment During Leave

The total of the payments to be made to a participant, in accordance with Clause 4.b, during a leave of absence shall be the deferred compensation amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of a participant. The participant shall not receive any salary from the Board during the leave, other than the deferred compensation amount.

d. Board's Right to Refuse Leave

If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Memorandum of Agreement, the Board, upon not less than six (6) months' notice prior to the scheduled date for the commencement of the leave, may, in its discretion, defer the leave of absence on one (1) occasion, only, for one (1) year.

e. Participant's Right to Defer Leave

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

f. Leave of Absence

The leave of absence shall immediately follow the deferral period.

g. Return to Employment

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

h. Salary and Benefits After Leave

After participation in the plan, the teacher's salary and benefits will be as set out in the Agreement then in force between the Board and the Association governing such matter.

5. Withdrawal

a. Termination of Employment

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

b. Withdrawal from Plan

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

c. Payment

Upon termination of employment and/or withdrawal from the plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days or, at the option of the participant, at a later date but no later than the end of the first (1<sup>st</sup>) taxation year that commences after the end of the deferral period. Upon such payment being made, the Board shall have no further liability to the participant.

d. Upon Death

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

6. Termination or Amendment of Plan

a. Agreement

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

7. General

a. Administration

The board will bear the administrative expenses of the plan.



- b. The matters of the composition of the Committee, the assignment on return from leave, the salary and benefits after the leave and the payment of fringe benefits during the leave shall be dealt with by separate agreement(s) between the Board and the Association.

## Leave of Absence and Deferred Compensation Plan

### SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE) & KOOTENAY LAKE TEACHERS' FEDERATION COLLECTIVE AGREEMENT

#### ANCILLARY AGREEMENT

Whereas the Board and the Association have entered into an agreement whereby teachers employed by the Board have the opportunity to take a leave of absence not to exceed one (1) year on a deferred compensation basis;

And whereas, an ancillary agreement is needed to set out the provisions to be determined by a further agreement, as contemplated by Clause 4.a of the agreement, and also set out other understandings between the parties.

Now therefore, this ancillary agreement witnesseth as follows:

1. the Board and the Association agree that for the interpretation of the agreement on a deferred compensation plan:
  - a. "Committee" shall mean Agreements Chairperson of the Kootenay Lake Teachers' Federation and the President of the Kootenay Lake Teachers' Federation, the Superintendent of Schools and the Secretary-Treasurer of the Board.
  - b. "Eligible teacher" shall mean any teacher on continuing appointment having three (3) years' service with the Board. The number of teachers eligible each year for entry into the plan will equal five percent (5%) of the full-time teacher equivalent.
2. For the purpose of Clause 4.g, it is understood that although no guarantee can be given by the Board, every attempt will be made by the Board to place a returning teacher at or near the position held before the leave of absence, in any event the returning teacher is guaranteed a position in the District.
3. For the purpose of Clause 4.h, it is understood that no increment will be earned by a participant during the period of the leave of absence.
4. A participant's fringe benefits will be maintained by the Board during the leave of absence. The gross premium costs of all fringe benefits, together with the Board of Education's share of Workers' Compensation assessment, Employment Insurance premium and Canada Pension Plan contributions shall be paid by the participant in ten (10) monthly deductions.
5. It is understood that during the leave of absence, no sick leave credits will be earned or lost.
6. It is the intent that this plan will be at no cost to the Board, other than the cost of administering the plan.

## Schedule A: Self-Funded Leave Plan Memorandum of Agreement

### SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE) AND KOOTENAY LAKE TEACHERS' FEDERATION COLLECTIVE AGREEMENT

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

1. Commencement

My deferral shall commence \_\_\_\_\_, 20\_\_.

2. Number of Years of Participation

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

3. Period of Leave

In accordance with Clause 4.f of the plan, I shall take my leave of absence from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ (not to be less than six (6) consecutive months), but I shall have the right, in accordance with Clause 4.e of the plan, to postpone such leave for twelve (12) months and the Board shall have the right, in accordance with Clause 4.d of the plan, to defer such leave for twelve (12) months.

4. Funding of Leave of Absence

In accordance with Clause 3.a of the plan, I direct that the Board withhold \_\_\_\_\_ percent (not to exceed thirty-three and one-third (33 1/3) percent) of my current compensation amount during my participation in the plan. I understand that I may, by written notice given to the Board one (1) month prior to July 1 in any year, alter the percentage amount for the next or subsequent years.

5. Return to Employment

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

DATED: \_\_\_\_\_  
Applicant's Signature

AGREED TO BY THE BOARD:  
DATE: \_\_\_\_\_  
Superintendent of Schools  
Signature

## Schedule B: Salary Grids

Effective July 1, 2019

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,877	\$ 53,078	\$ 56,920	\$ 58,270
1	\$ 50,560	\$ 55,975	\$ 60,022	\$ 61,444
2	\$ 53,245	\$ 58,871	\$ 63,125	\$ 64,619
3	\$ 55,930	\$ 61,768	\$ 66,228	\$ 67,794
4	\$ 58,613	\$ 64,664	\$ 69,329	\$ 70,968
5	\$ 61,297	\$ 67,561	\$ 72,431	\$ 74,143
6	\$ 63,981	\$ 70,458	\$ 75,533	\$ 77,317
7	\$ 66,665	\$ 73,354	\$ 78,636	\$ 80,492
8	\$ 69,349	\$ 76,251	\$ 81,739	\$ 83,668
9	\$ 74,194	\$ 79,147	\$ 84,841	\$ 86,842
10	\$ -	\$ 84,506	\$ 90,582	\$ 92,717

School District No. 08 (Kootenay Lake) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5. Effective July 1, 2019: \$2,570.

Effective July 1, 2020

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,834	\$ 54,139	\$ 58,058	\$ 59,435
1	\$ 51,572	\$ 57,094	\$ 61,222	\$ 62,673
2	\$ 54,310	\$ 60,049	\$ 64,387	\$ 65,911
3	\$ 57,048	\$ 63,004	\$ 67,552	\$ 69,150
4	\$ 59,786	\$ 65,957	\$ 70,716	\$ 72,387
5	\$ 62,523	\$ 68,912	\$ 73,880	\$ 75,626
6	\$ 65,260	\$ 71,867	\$ 77,044	\$ 78,863
7	\$ 67,998	\$ 74,821	\$ 80,209	\$ 82,102
8	\$ 70,736	\$ 77,776	\$ 83,373	\$ 85,341
9	\$ 76,420	\$ 80,730	\$ 86,537	\$ 88,579
10	\$ -	\$ 87,041	\$ 93,300	\$ 95,498

School District No. 08 (Kootenay Lake) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5. Effective July 1, 2020: \$2,622.

**Effective July 1, 2021**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 49,811	\$ 55,222	\$ 59,220	\$ 60,624
<b>1</b>	\$ 52,603	\$ 58,236	\$ 62,447	\$ 63,926
<b>2</b>	\$ 55,396	\$ 61,250	\$ 65,675	\$ 67,230
<b>3</b>	\$ 58,189	\$ 64,264	\$ 68,903	\$ 70,533
<b>4</b>	\$ 60,981	\$ 67,276	\$ 72,130	\$ 73,835
<b>5</b>	\$ 63,773	\$ 70,290	\$ 75,357	\$ 77,138
<b>6</b>	\$ 66,565	\$ 73,304	\$ 78,585	\$ 80,441
<b>7</b>	\$ 69,358	\$ 76,318	\$ 81,813	\$ 83,744
<b>8</b>	\$ 72,150	\$ 79,332	\$ 85,041	\$ 87,048
<b>9</b>	\$ 77,948	\$ 82,344	\$ 88,268	\$ 90,350
<b>10</b>	\$ -	\$ 88,782	\$ 95,166	\$ 97,408

School District No. 08 (Kootenay Lake) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5. Effective July 1, 2021: \$2,674.

# PROVINCIAL 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”

For BCTF

“Renzo Del Negro”

For BCPSEA

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

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

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

**Section A – The Collective Bargaining Relationship**

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

**Section B – Salary and Economic Benefits**

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

## **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

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

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

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

### **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.



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

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

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

"D. Hogg"  
Negotiation Team For  
British Columbia Teachers' Federation

"K. Halliday"  
Negotiation Team For  
British Columbia Public School  
Employers' Association

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"  
President  
BC Teachers' Federation

"K. Halliday"  
Chief Negotiator  
BC Public School Employers' Association

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

Date: Original April 23, 1997

Amended by *Education Services Collective Agreement Amendment Act, 2004*

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“R. Worley”

“K. Halliday”

**LETTER OF UNDERSTANDING NO. 2**

**Between:**

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

**And:**

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

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

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

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

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

Original signed by:

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Jacque 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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Section 4 of Bill 27 indicates that, "Effective July 1, 2002, the provisions of an agreement referred to in Column A of the following table, which provisions form part of the collective agreement constituted under section 2(1) of this Act, are deemed to apply for the purposes of all teachers employed by the school board in the school district referred to in the same row in Column B, and the agreements referred to in Column C are void and cease to have any effect."

The Federation remains of the view that total compensation should be preserved for employees who are presently covered by terms and conditions that are found in local agreements identified in Column C Bill 27 Section (4) "Column C Agreements". Total compensation includes all allowances and bonuses, including funding for professional development, currently paid to said employees. As well, the Federation maintains the view that superior benefit coverage and/or premium sharing should be preserved. Still further, it is the position of the Federation that increment values are to be preserved from Column C agreements where those increment values are greater than those found in agreements identified in Column A Bill 27 Section (4) "Column A agreements". Lastly, a superior daily rate, both short and long term, for TTOCs in the Column C agreements should continue through the term of the agreement and any bridging period. The above-cited positions of the Federation are founded, in part, on the Federation's view that the "No Cut" provisions set out in the Column A Agreements properly apply to employees presently covered by the terms and conditions of the Column C Agreement.

Notwithstanding the Federation's view on these matters, on a without prejudice and precedent basis to the Federation's overall position in respect of Bill 27 "Education Services Collective Agreement Act" and Bill 28 "Public Education Flexibility and Choice Act", including any legal or other challenges, and to any future amalgamation of school districts or local agreements consolidated as a result of amalgamation, the parties agree to the following transitional issues with respect to the implementation of Section 4 of Bill 27.

### **1.0 RATE OF PAY MAINTENANCE**

Continuing and term/temporary employees now covered by Column C agreements, including employees who are laid off effective June 30, 2002, will be placed on the salary grid of the Column A agreements as of July 1, 2002 according to paragraphs 1.1 and 1.2 below.

1.1 Continuing Employees

1.1.1 All continuing employees presently at maximum salary or who would qualify for maximum salary as at June 30, 2002 pursuant to the Column C agreement will be placed at the maximum salary in the Column A agreement effective July 1, 2002 notwithstanding that the Column A agreement may have a greater number of increment steps to maximum.

1.1.2 All other continuing employees from the Column C agreement will be placed in the Category and Experience level of the Column A agreement according to the Category and Experience earned under the Column C agreement as at June 30, 2002.

*Example:*

Fernie Grid — Category 5 step (6) as at June 30, 2002 to be placed on the Cranbrook grid at Category 5 step (7) effective July 1, 2002 provided that the employee would have qualified for an increment under the terms and conditions of the Fernie agreement.

1.1.3 Continuing employees shall be notified, in writing, of their intended grid placement under the Column A agreement for the 2002-2003 school year within one month of the signing of this Letter of Understanding.

a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.

b. Appeals must be referred to the Board and the Union by October 15, 2002.

c. Appeals not resolved by November 15, 2002, shall be referred to step 3 of the grievance procedure, Article A.6.

1.1.4 Any continuing employee covered by a Column C agreement whose salary at June 30, 2002 (x) 1.025 is greater than that they would receive according to their salary in the Column A agreement at July 1, 2002, shall receive the difference in equal monthly instalments during the 2002-2003 school year. Such employees shall have their names and salary as at June 30, 2002 included on a “Rate of Pay Maintenance Schedule” attached to the Collective Agreement.

**Sample Rate of Pay Maintenance Schedule:**

Name		Annual Salary Effective June 30, 2002	Monthly Installment	
			July 1, 2002	July 1, 2003
First	Last	\$39,365	\$202	\$ 13
First	Last	\$42,564	\$215	\$ 0
First	Last	\$62,752	\$180	\$184

The local parties shall compile and forward the “Rate of Pay Maintenance” Schedule(s) to the provincial parties.

- 1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what they would receive according to their salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal monthly installments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.1.6 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly installments for any time they are employed.
- 1.1.7 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a TTOC, be placed on the "TTOC Schedule" at the daily rate they would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.1.8 The following describes the calculation for 1.1.4 and 1.1.5 above:

Year	Column A Agreement	Column C Agreement
02-03	Placement on grid according to Category and experience earned at June 30, 2002 = A.1	Salary at June 30, 2002 x 1.025 = B.1
	<ul style="list-style-type: none"> <li>(B.1 – A.1 = Difference/10= Monthly Installment)</li> </ul>	
03-04	Placement on grid according to Category and experience earned at June 30, 2003 = A.2	B.1 x 1.025 = B.2
	<ul style="list-style-type: none"> <li>(B.2 – A.2 = Difference/10= Monthly Installment)</li> </ul>	

- Notes: 1. *For 12-month pay schedules, the divisors will be 12.*
2. *The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly instalment will be adjusted to reflect the salary and increment value of the Column A agreement.*
3. *Please refer to Appendix "A" for examples.*

## 1.2 Term/Temporary Employees

- 1.2.1 A term/temporary employee covered by a Column C agreement who has worked in term/temporary assignment(s) which, in the aggregate, equal(s) a minimum of .5 FTE during the 200 1-2002 school year shall have their name added to the Rate of Pay Maintenance Schedule as appropriate.

- 1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly installment outlined in paragraphs 1.1.4 and 1.1.5 above for any time they are employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A.1.2.
- 1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a TTIC, be placed on the "TTOC Schedule" at the daily rate they would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

**1.3 TTOCs**

- 1.3.1 Any TTOC on the TTOC List pursuant to a Column C agreement at June 30, 2002 whose daily rate of pay effective June 30, 2002 is greater than the daily rate stipulated in the Column A agreement effective July 1, 2002 shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.3.2 A "TTOC Schedule" shall be appended to the collective agreement that identifies each eligible TTOC and their daily rate at June 30, 2002.

**Sample TTOC Schedule:**

<b>Name</b>	<b>Daily Rate Effective June 30, 2002</b>
First Last	\$159.64
First Last	\$166.70

*NOTE: In some districts the daily rate for TTOCs will be the same for all TTOCs on the Schedule.*

- 1.3.3 The daily rate of pay for non-certificated teacher replacements in School Districts #08 (Kootenay Lake) and #82 (Coast Mountains) shall continue according to the terms and conditions of the Column C agreement unless varied pursuant to 9.3.2 of this Letter of Understanding.
- 1.3.4 The local parties shall compile and forward these "Teacher teaching on call Schedules" to the provincial parties.

**1.4 Employees Hired After June 30, 2002**

- 1.4.1 Continuing and term/temporary employees, hired after June 30, 2002, who are not covered by 1.1 and 1.2 above, shall be placed on the salary grid according to the provisions of the Column A agreement.
- 1.4.2 Teachers teaching on call placed on the Teacher teaching on call list after July 1, 2002, who are not covered by 1.3 above, shall be paid a daily rate according to the provisions of the Column A agreement.

## **2.0 SICK LEAVE CREDITS**

Effective July 1, 2002, the accumulated sick leave credits of employees covered by a Column C agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with the Column A agreement.

## **3.0 SENIORITY LISTS - DISTRICT-WIDE**

Seniority lists shall be established on a district-wide basis. The local parties shall compile and forward the district-wide seniority list to the provincial parties. For administrative purposes, the local parties may establish administrative lists from the district-wide seniority list which set out the relative seniority of employees by geographic region.

## **4.0 STAFFING PROVISIONS - TRANSITIONAL EFFECTIVE DATE**

In accordance to Section 4 of Bill 27, the staffing provisions of the Column C agreement becomes void on July 1, 2002 and the staffing provisions of the Column A agreement will apply to all teachers throughout the district. In recognition that this effective date (July 1, 2002) is in the midst of the yearly staffing process (May — October), subject to the local parties agreement and the approval of the provincial parties, the following options pertaining to staffing provisions are available:

- i. The Column A staffing provisions would take effect prior to July 1, 2002 (implement staffing provisions from the Column A agreement early).
- ii. The staffing provisions of the Column A agreement would take effect after July 1, 2002 but no later than October 31, 2002 (delayed implementation of the staffing provisions from the Column A agreement).

It is understood that the above are only options to consider and failing agreement of all parties, the staffing provisions of the Column A agreement will take effect for all employees in the district on July 1, 2002.

Should the local parties agree to one of the alternatives available, this agreement will be forwarded to the provincial parties for approval.

## **5.0 GEOGRAPHICAL BOUNDARIES - STAFFING PROVISIONS**

In the event that the local parties wish to incorporate geographical boundaries/factors into the Column A agreement's staffing provisions, the mid contract modification process would apply, i.e., these amendments to the Column A agreement would be agreed upon at the local level and submitted to the provincial parties for approval.

## **6.0 LEAVES COMMENCING PRIOR TO JULY 1, 2002**

If a leave was approved and commenced under the Column C agreement prior to July 1, 2002 and is to continue past July 1, 2002, the terms and conditions of this leave, including the method of returning from leave of the Column C agreement would continue to apply for the duration of that leave. The Column A agreement would apply to all leaves that commence after June 30, 2002.



## **7.0 SALARY PLANS**

### **7.1 Deferred Salary Plan**

Employees who have commenced a deferred salary plan under the Column C agreement shall be eligible to continue this plan until its completion under the terms and conditions contained in the Column C agreement, including any provisions related to return from leave.

### **7.2 12 Month Payroll Savings Plan/ 12-Month Pay Plan**

Employees currently on a 12-month payroll savings plan or a 12-month pay plan under the Column C agreement shall continue with that plan until August 31, 2002 under the terms and conditions contained in the Column C agreement.

## **8.0 BENEFIT PLANS - TURNOVER DATE**

8.1 In SD.83 (North Okanagan-Shuswap) premiums for benefits are paid in advance and calculated for deduction over the course of the year. As a result, the turnover date for benefits in SD.83 (North Okanagan-Shuswap) will be delayed until October 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until September 30, 2002 and the benefit plans under the Column A agreement would then start to apply on October 1, 2002.

8.2 Effective September 1, 2002, employees under the Column A agreement in SD.53 (Okanagan-Similkameen) will be covered by a new benefit provider. As a result, the turnover date for benefits in SD.53 (Okanagan-Similkameen) will be delayed until September 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until August 31, 2002 and the benefit plans under the Column A agreement would start to apply on September 1, 2002.

## **9.0 INCLUSIONS**

### **9.1 List**

The following list sets out membership in the teachers' bargaining unit, as defined by PELRA, currently included in the Column C agreement, by variation of the LRB, but not included for purposes of the Column A agreement.

- i SD.6 (Rocky Mountain) — Employees instructing adult education academic credit courses.
- ii SD.82 (Coast Mountains) — Speech Language Pathologists and uncertified substitute teachers. in.
- iii SD.83 (North Okanagan-Shuswap) — Persons employed to teach the Family Life curriculum in the Family Life Education program and Speech Language Pathologists
- iv SD.91 (Nechako Lakes) — Associated professionals including Speech Language Pathologists, Native Educational Counsellors, Native Language and Culture Instructors.

### **9.2 School District No.8 (Kootenay Lake)**

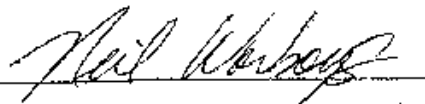
Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.

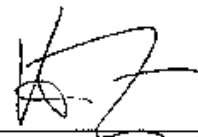
**9.3 Application**

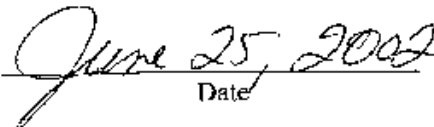
- 9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.
- 9.3.2 BCPSEA and the BCTF shall determine the terms and conditions of employment for the employees identified in 9.1 and 9.2 above. Should the parties be unable to reach agreement, the terms of Article A. 1.4 of the collective agreement shall apply.
- 9.3.3 In the geographical area of the former Column A agreement, employees listed in the above classifications shall not become members of the bargaining unit except through the processes provided in the Labour Code.

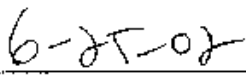
**9.4 School District No.79 (Cowichan Valley)**

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs in the former School District No.65 (Cowichan) and former School District No.66 (Lake Cowichan) are included in the bargaining unit and are covered by the terms and conditions of employment in the Column A agreement.

  
British Columbia Teachers' Federation

  
British Columbia  
Public School Employers' Association

  
Date

  
Date

*Revised with housekeeping March 26, 2020*

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
5	0	\$38,378	\$39,337	\$40,321	\$41,329
5	1	\$40,513	\$41,526	\$42,564	\$43,628
5	2	\$42,648	\$43,714	\$44,807	\$45,927
5	3	\$44,783	\$45,903	\$47,050	\$48,226
5	4	\$46,918	\$48,091	\$49,293	\$50,526
5	5	\$49,053	\$50,279	\$51,536	\$52,825
5	6	\$51,188	\$52,468	\$53,779	\$55,124
5	7	\$53,323	\$54,656	\$56,022	\$57,423
5	8	\$55,458	\$56,844	\$58,266	\$59,722
5	9	\$57,593	\$59,033	\$60,509	\$62,021
5	10	\$59,728	\$61,221	\$62,752	\$64,321

Example # 3 Teacher hired under old PLA S.D. 1 - Cat. 5, Step 0 = \$43,626 on June 30, 2002

Placed on new scale	1-Jul-02	5.1	\$42,564	Compare with \$43,626 +2.5%	\$44,717	Annual Difference	\$2,153	Monthly Installment*	\$215
	1-Jul-03	5.2	\$45,927	\$45,935	\$0	\$0	\$0	\$0	

Example #4 Teacher hired under old PLA S.D. 1 - Cat. 5+, Step 10 = \$62,976 on June 30, 2002

Salary grid does not contain Category 5+, therefore placed on Category 5

Placed on new scale	1-Jul-02	5.10	\$62,752	Compare with \$62,976 +2.5%	\$64,550	Annual Difference	\$1,798	Monthly Installment*	\$180
	1-Jul-03 <th>5.10</th> <th>\$64,321</th> <th>\$66,154</th> <th>\$1,843</th> <th>\$184</th>	5.10	\$64,321	\$66,154	\$1,843	\$184			

\* Monthly Installment assumes annual salary paid over 10 months

**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**

The parties agree that the amounts paid to employees at June 30, 2013, pursuant to the "Rate of Pay Maintenance" provisions of the Letter of Understanding (June 25, 2002) shall continue. Those same amounts shall be increased by the same percentage increases as are applied to the Column A salary grids in the applicable district.

Signed this 10<sup>th</sup> day of April, 2013

Original signed by:

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Jacque Griffiths  
For BCPSEA

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Jim Iker  
For BCTF

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

Signed this 26th day of March, 2020

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

## LETTER OF UNDERSTANDING No. 5

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Teacher Supply and Demand Initiatives**

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

#### **Remote Recruitment & Retention Allowance:**

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

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

upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.
  
- b. All employees identified will receive the annual recruitment allowance of

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

as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.
  
- c. The allowance will be paid as a monthly allowance.

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

*Revised: March 26, 2020*

Original signed by:

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Jacque Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

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

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

Kersley Elem	Kersley
Lakeview Elem	Lakeview
Barlow Creek Elem	Barlow Creek
Parkland Elem	Moose Heights
Bouchie Lake	Bouchie Lake

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

Texada Elem	Texada Island
Kelly Creek Elem	

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

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

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

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

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

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

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

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

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

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

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

Saturna Elementary	Saturna
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**69 - Qualicum (only part of district approved)**



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, 2011

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, 2011

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

*Revised with housekeeping March 26, 2020*

## **LETTER OF UNDERSTANDING No. 8**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

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March 26, 2020  
Date

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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)

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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.



- b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
  - c. Vancouver Island West Teachers' Union / SD No. 84 (Vancouver Island West)
8. The local unions representing all members in the school districts in paragraphs 7.a through 7.c may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the collective agreement.

Agreed to on: November 26, 2012

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 30th 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. 08 (Kootenay Lake).

# 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'  
Federation  
Association

British Columbia Teachers

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

## LETTER OF UNDERSTANDING NO. 13

### BETWEEN

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

### AND THE

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'  
Federation  
Association

British Columbia Teachers

\_\_\_\_Alan Chell\_\_\_\_\_

\_\_\_\_Teri Mooring\_\_\_\_\_

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

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

**AND THE**

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

**Re: Cultural Leave for Aboriginal Employees**

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

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

**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN**

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

**AND THE**

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

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

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

Discussions will take place prior to June 30, 2020.

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'  
Federation  
Association

British Columbia Teachers

\_\_\_\_\_ Alan Chell \_\_\_\_\_

\_\_\_\_\_ Teri Mooring \_\_\_\_\_

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Early Career Mentorship**

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

**LETTER OF UNDERSTANDING NO. 17**

**BETWEEN**

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

**AND THE**

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

**Re: Potential Grievance Resolution**

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

# INDEX

## A

ABORIGINAL EMPLOYEES - EMPLOYMENT EQUITY	141
ACCESS TO INFORMATION	20
ACCESS TO PERSONNEL FILES	77
ACCESS TO THE WORKSITE	17
ACCREDITATION	80
ACCUMULATION OF UNUSED SICK LEAVE	88
ADMINISTRATIVE OFFICER VACANCIES	74
ADOPTION LEAVE	91
AGREED UNDERSTANDING OF THE TERM TEACHER	
TEACHING ON CALL	131
ALLOWANCES	
COORDINATOR	36
DEPARTMENT HEAD	36
RECRUITMENT & RETENTION	116, 117
SALARY INDEMNITY PLAN	27
TEACHER-IN-CHARGE	35
ALTERNATE SCHOOL CALENDAR	61
ANNUAL ALLOWANCES, POSITIONS OF SPECIAL RESPONSIBILITY	36
APPEALS	
ASSIGNMENT	76
SCHOOL ACT	79
APPLICATION TO PART-TIME TEACHERS	43
APPOINTMENTS	
AUTOMATIC APPOINTMENT TO CONTINUING	45
CONFIRMING OF CONTINUING APPOINTMENT	45
INITIAL APPOINTMENT TO CONTINUING	44
METHOD OF APPOINTMENT - TEACHER-IN-CHARGE	34
ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS	148
ASSIGNMENTS	
CONFIRMATION	76
DETERMINATION OF IN-SCHOOL	76
STAFF MEETING REQUIRED	76
TEACHER'S RIGHT OF APPEAL	76
AUTOMATIC APPOINTMENT TO CONTINUING CONTRACT	45
AUTOMOBILE DAMAGE	28

## B

B.C.T.F. OPTIONAL TERM LIFE INSURANCE	31
BARGAINING AGENT	7
BARGAINING LEAVE	15

BARGAINING UNIT, EXCLUSIONS FROM	18
BEGINNING TEACHERS	65
BENEFIT PLAN INFORMATION AND CHANGES	31
BENEFITS	29, 152, 154
B.C.T.F. OPTIONAL TERM LIFE INSURANCE	31
DEATH	31
DENTAL	31
EARLY RETIREMENT	34
EXTENDED HEALTH	31
GROUP LIFE INSURANCE	30
MAINTENANCE OF (RECALL)	43
MEDICAL INSURANCE	30
PLAN INFORMATION AND CHANGES	31
SALARY INDEMNIFICATION PLAN	31
SUPPLEMENTAL EMPLOYMENT INSURANCE	
BENEFITS ON MATERNITY LEAVE	89
WHILE ON EXTENDED MATERNITY/PARENTAL LEAVE	90
BENEFITS WHILE ON EXTENDED MATERNITY/PARENTAL LEAVE	90
BEREAVEMENT LEAVE	84
BOARD INITIATED TEACHER TRANSFERS	74
BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL PSYCHOLOGISTS' PROFESSIONAL FEES	32
BULLETIN BOARDS	17

## C

CATEGORY 5+	32
CERTIFIED TEACHER-TEACHING-ON-CALL	46
CLASS COMPOSITION AND INCLUSION	55
CLASS SIZE AND TEACHER WORKLOAD	54
COMMITTEE MEMBERSHIP	8
COMMITTEES	
TTOC ON COMMITTEE	8
COMPASSIONATE CARE LEAVE	82
COMPLAINTS BY STUDENTS/PARENTS	79
CONFIRMATION DATE (ASSIGNMENTS)	76
CONFIRMATION OF CONTINUING APPOINTMENTS	45
CONSIDERATION TO CONTINUING AND TERM TEACHERS	73
CONTENTS OF PERSONNEL FILES	77
CONTINUATION	6
CONTINUING APPOINTMENTS	45
CONTINUING CONTRACTS	44
CONTRACTING OUT	18
COPIES OF AGREEMENT	19
CORRESPONDENCE SCHOOL	63



COURT SUMMONS.....	92
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES.....	87
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES LOU .....	172

**D**

DAILY RATE OF PAY .....	24
DEATH BENEFITS .....	31
DEFERRED SALARY PLAN .....	93, 108
DEFINITION OF DAY'S PAY.....	24
DEFINITION OF QUALIFICATIONS.....	41
DEFINITION OF SENIORITY .....	38
DEFINITION OF VACANCY.....	72
DENTAL PLAN.....	31
DEPARTMENT HEAD.....	35
DESIGNATION OF PROVINCIAL AND LOCAL MATTERS .....	118
DETERMINATION OF IN-SCHOOL ASSIGNMENTS.....	76
DISCIPLINE AND DISMISSAL .....	48
DISMISSAL BASED ON TEACHER PERFORMANCE.....	49
DISMISSAL FOR PERSONAL/PROFESSIONAL MISCONDUCT .....	48
JUST CAUSE REQUIREMENT.....	48
DISCRETIONARY LEAVE .....	91
DISCRETIONARY LEAVE, UNPAID.....	85
DISCRIMINATION .....	71
DISMISSAL BASED ON TEACHING PERFORMANCE.....	49
DISMISSAL FOR PERSONAL/PROFESSIONAL MISCONDUCT .....	48
DISTANCE EDUCATION SCHOOL OF THE KOOTENAYS .....	63
DISTRICT EVALUATION MODEL .....	50
DISTRICT HEALTH AND SAFETY COMMITTEE .....	64
DUES DEDUCTION .....	7
DUTIES OF TEACHERS-IN-CHARGE .....	35
DUTY FREE LUNCH .....	64

**E**

EARLY RETIREMENT INCENTIVE PLAN .....	33
EARLY RETURN FROM EXTENDED LEAVE - EXTENDED MATERNITY OR PARENTAL .....	90
EDUCATION LEAVE - FULL YEAR .....	92
EDUCATIONAL CHANGE .....	81
EFFECT OF LEGISLATION CHANGES (WORK YEAR) ....	63
EFFECT OF TERM OR TEACHER-ON-CALL EMPLOYMENT ON RECALL RIGHTS .....	43
EI REBATE .....	26
EMPLOYMENT EQUITY - ABORIGINAL EDUCATORS ..	79
EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES	141
EMPLOYMENT STANDARDS ACT LEAVES .....	84
ESTABLISHING AND HONOURING CRITERIA FOR POSTED POSITIONS.....	74
EVALUATION .....	40
PROCESS FOR CONFIRMATORY EVALUATION OF TEACHERS.....	52

PROCESS FOR REGULAR EVALUATION OF TEACHERS .....	50
EVALUATION TASK FORCE .....	52
EVALUATORS .....	52
EXERCISE OF SENIORITY BY LAID-OFF TEACHERS .....	42
EXPEDITED ARBITRATION.....	12
EXPERIENCE CREDIT FOR NON-WORKING PERIODS ..	23
EXPERIENCE CREDIT FOR TEACHER-ON-CALL TEACHING .....	23
EXPERIENCE CREDIT, TEACHER'S RESPONSIBILITY TO APPLY .....	23
EXPERIENCE OUTSIDE THE KOOTENAY LAKE SCHOOL DISTRICT .....	22
EXPERIENCE WITHIN THE KOOTENAY LAKE SCHOOL DISTRICT.....	22
EXTENDED HEALTH BENEFITS.....	31
EXTENDED MATERNITY/PARENTAL LEAVE .....	89
EXTRA-CURRICULAR ACTIVITIES .....	72
EXTRA-CURRICULAR DUTIES.....	63

**F**

FALSELY ACCUSED TEACHER ASSISTANCE .....	78
FILLING VACANCIES .....	72
FREEDOM FROM VIOLENCE .....	77
FUNERAL LEAVE.....	91

**G**

GRIEVANCE PROCEDURE .....	9
GROUP LIFE INSURANCE.....	30

**H**

HARASSMENT/SEXUAL HARASSMENT.....	67
HEALTH AND SAFETY COMMITTEE .....	64
HOME EDUCATION.....	65

**I**

INCREMENTS .....	22, 23, 24
INITIAL APPOINTMENT TO CONTINUING CONTRACTS .....	44
INITIAL ASSESSMENT .....	45
INPUT BUDGET AND FACILITIES .....	65
INSURANCE BCTF OPTIONAL TERM LIFE .....	31
GROUP LIFE .....	30
MEDICAL .....	30
INSURANCE.....	29
INTERNAL MAIL .....	17
INTIMIDATION.....	77

**J**

JOINT HEALTH AND SAFETY COMMITTEE.....	64
--	----

JURY DUTY .....	92
JUST CAUSE REQUIREMENT .....	48

L
---

LAYOFF .....	41
LAYOFF NOTICE REQUIREMENTS .....	41
LAYOFF ORDER .....	41
LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS' ACT .....	14
LEAVE FOR UNION BUSINESS .....	85
LEAVES OF ABSENCE .....	89
ADOPTION .....	91
ASSOCIATION AND BCTF BUSINESS .....	15
BARGAINING .....	15
BEREAVEMENT LEAVE .....	84
CITIZENSHIP COURT .....	91
COMMUNITY SERVICE .....	91
COMPASSIONATE CARE .....	82
COURT AND SUMMONSED .....	92
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	87
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES LOU .....	172
DEFERRED COMPENSATION PLAN .....	114
DISCRETIONARY .....	91
DISCRETIONARY LEAVE, UNPAID .....	85
DUTIES ASSOCIATED WITH ELECTED MUNICIPAL, SCHOOL BOARD OR REGIONAL DISTRICT OFFICE .....	91
EARLY RETURN FROM EXTENDED LEAVE - EXTENDED MATERNITY OR PARENTAL .....	90
EDUCATIONAL .....	91
EDUCATIONAL - FULL YEAR .....	92
EMPLOYMENT STANDARDS ACT LEAVES .....	84
EXTENDED MATERNITY/PARENTAL .....	89
FUNERALS - LOCAL .....	91
JURY DUTY .....	92
LOCAL FUNERALS .....	91
MISCELLANEOUS .....	91
PARENTAL .....	89
PATERNITY .....	91
PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST .....	150
PREPARATION .....	75
PROVINCIAL CONTRACT NEGOTIATIONS .....	14
REGULATORY BUSINESS PER TEACHERS' ACT .....	14
RETIREMENT SEMINARS .....	91
RETURN TO TEACHING - EXTENDED MATERNITY/PARENTAL LEAVE .....	90
SELF-FUNDED .....	93
SENIORITY .....	39, 40
SHORT-TERM MATERNITY .....	89
SICK LEAVE .....	87
SUBPOENA .....	92
TEACHER EXCHANGE .....	93
TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES .....	87
TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE	86

TRAVEL DELAYS .....	91
UNION .....	15
UNION BUSINESS .....	85
UNPAID DISCRETIONARY LEAVE .....	85
USE OF SICK LEAVE - MATERNITY/EXTENDED MATERNITY .....	90
WEDDINGS OR GRADUATIONS .....	91
LEAVES OF ABSENCE AND DEFERRED COMPENSATION PLAN .....	114
LEGISLATIVE CHANGE .....	14
LETTERS OF PERMISSION .....	24
LETTERS OF UNDERSTANDING AGREED UNDERSTANDING OF THE TERM TEACHER TEACHING ON CALL .....	131
AGREEMENT REGARDING RESTORATION OF CLASS SIZE, COMPOSITION, RATIOS AND ANCILLARY LANGUAGE .....	161
APPENDIX A TO LOU NO. 9 (BENEFITS) .....	154
ARTICLE C.2. – PORTING OF SENIORITY – SEPARATE SENIORITY LISTS .....	146
ARTICLE C.4 – TTOC EMPLOYMENT - FORM A TEACHER NOTICE TTOC EXPERIENCE TRANSFER REQUEST .....	159
ARTICLE C.4 – TTOC EMPLOYMENT - FORM B TEACHER NOTICE TTOC EXPERIENCE TRANSFER REQUEST .....	160
ARTICLE C.4 TTOC EMPLOYMENT - TTOC EXPERIENCE CREDIT TRANSFER WITHIN A DISTRICT .....	157
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES .....	172
DESIGNATION OF PROVINCIAL AND LOCAL MATTERS .....	118
EARLY CAREER MENTORSHIP .....	174
EDUCATION FUND AND IMPACT OF THE COURT CASES .....	161
EMPLOYMENT EQUITY – ABORIGINAL EMPLOYEES .....	141
MATERNITY/PREGNANCY SUPPLEMENTAL EMPLOYMENT BENEFITS .....	173
PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS .....	148
POTENTIAL GRIEVANCE RESOLUTION .....	175
PROVINCIAL EXTENDED HEALTH BENEFIT PLAN	152
RECRUITMENT AND RETENTION FOR TEACHERS AT ELEMENTARY BEAVERDELL AND BIG WHITE ELEMENTARY SCHOOL .....	156
SECTION 27.4 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT .....	140
SECTION 53 – JOINT CONSULTATION AND ADJUSTMENT OPPORTUNITIES .....	170
TEACHER SUPPLY AND DEMAND INITIATIVES ...	142
LETTERS OF UNDERSTANDING, LOCAL LETTER #1 - SCHOOL ACT APPEAL BY-LAW .....	98

LETTER #2 - SALARY CONTINUANCE/DENTAL PLAN PREMIUMS .....	99
LETTER #3 - TEACHER ON CALL SENIORITY	
ARTICLE C.2.8.A.II (2) .....	100
MIDDLE SCHOOL PROGRAM .....	102
LETTERS OF UNDERSTANDING, PROVINCIAL	
2008 SALARY HARMONIZATION .....	169
ARTICLE C.2 – PORTING OF SENIORITY & ARTICLE	
G.1 PORTABILITY OF SICK LEAVE –	
SIMULTANEOUSLY HOLDING PART-TIME	
APPOINTMENTS IN TWO DIFFERENT DISTRICTS	
.....	176
RECOGNITION OF LOCAL UNION, DUES	
DEDUCTION AND MEMBERSHIP .....	103
LGBTQ .....	79
LIFE INSURANCE .....	30
LIST	
CERTIFIED TEACHER-ON-CALL .....	73
CERTIFIED TEACHER-ON-CALL .....	46
POSITIONS FILLED BY TEACHERS WITH LESS	
SENIORITY .....	41
RECALL .....	42, 72
SENIORITY .....	40
TERM TEACHERS .....	45
LIST OF TERM TEACHERS .....	45
LOCAL AND BCTF DUES DEDUCTION .....	106
LOCKOUTS .....	7
LOSS OF RECALL RIGHTS .....	43

**M**

MAIL .....	17
MAINTENANCE OF BENEFITS (RECALL) .....	43
MANAGEMENT RIGHTS .....	18
MATERNITY LEAVE .....	23, 39, 43, 89, 90, 91
MEDICAL INSURANCE .....	30
MEDICATION, STUDENT .....	65
MEMBERSHIP REQUIREMENT .....	7
METHOD OF APPOINTMENT .....	34
MIDDLE SCHOOL PROGRAM MEMORANDUM OF	
AGREEMENT .....	102
MIDDLE SCHOOLS [ARTICLE D.5] .....	60
MILEAGE .....	29
MISCELLANEOUS LEAVE .....	91
MOVING ASSISTANCE .....	76

**N**

NO CONTRACTING OUT .....	18
NO DISCRIMINATION .....	71
NO REDUCTION AS RESULT OF AGREEMENT .....	22
NO STRIKES OR LOCK-OUTS .....	7
NON-ENROLLING STAFFING RATIOS .....	59
NON-INSTRUCTIONAL DAYS .....	62
NON-SEXIST ENVIRONMENT .....	67
NOON HOUR SUPERVISION .....	63
NOTICE REQUIREMENTS (TRANSFER) .....	75

NOTIFICATION OF COMPLETED TRANSFERS .....	75
---	----

**O**

ONE FILE PER TEACHER .....	77
OTHER PROVISIONS OF AGREEMENT APPLYING TO	
CERTIFIED TEACHERS-TEACHING-ON-CALL .....	47

**P**

PARENT CONCERNS ABOUT EMPLOYEES .....	79
PARENTAL LEAVE .....	89
PARENT-TEACHER CONFERENCES .....	62, 63
PART-TIME TEACHER EMPLOYMENT RIGHTS .....	47
PART-TIME TEACHER PAY AND BENEFITS .....	47
PART-TIME TEACHERS	
LAYOFF ORDER .....	41, 43
PAY AND BENEFITS .....	47
REQUESTS FOR A PART-TIME ASSIGNMENT .....	47
SENIORITY .....	39
SICK LEAVE .....	87
TEACHER-TEACHING-ON-CALL TEACHING .....	47
PATERNITY LEAVE .....	91
PAY - DAILY RATE .....	24
PAY PERIODS .....	28
PAYMENT OF INCREMENTS .....	24
PERSONAL PROPERTY LOSS .....	28
PERSONALLY OWNED PROFESSIONAL MATERIAL .....	28
PERSONNEL FILES	
ACCESS TO .....	77
CONTENTS OF .....	77
ONE FILE PER TEACHER .....	77
PICKET LINE PROTECTION .....	18
PORTABILITY OF SICK LEAVE .....	82
PORTING OF SENIORITY – LAID OFF TEACHERS WHO	
ARE CURRENTLY ON THE RECALL LIST .....	150
PORTING OF SENIORITY – SEPARATE SENIORITY LISTS	
.....	146
PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY	
OF SICK LEAVE – SIMULTANEOUSLY HOLDING	
PART-TIME APPOINTMENTS IN TWO DIFFERENT	
DISTRICTS .....	148
POSITIONS OF SPECIAL RESPONSIBILITY .....	35
ANNUAL ALLOWANCES .....	36
JOB DESCRIPTIONS .....	35
POSTING REQUIREMENTS .....	35
POSTING AND FILLING OF VACANCIES	
ADMINISTRATIVE OFFICER VACANCIES .....	74
CONSIDERATION TO CONTINUING AND TERM	
TEACHERS .....	73
DEFINITION OF VACANCY .....	72
ESTABLISHING AND HONOURING CRITERIA FOR	
EXTRA-CURRICULAR .....	72
POSTING REQUIREMENTS .....	72
POSTING REQUIREMENTS, POSITIONS OF SPECIAL	
RESPONSIBILITY .....	35
PROCESS TO BE FOLLOWED WHEN FILLING .....	72

POSTING REQUIREMENTS.....	72
POSTING REQUIREMENTS, POSITIONS OF SPECIAL RESPONSIBILITY .....	35
PREPARATION LEAVE .....	75
PREPARATION TIME .....	59
PRESIDENT'S LEAVE.....	16
PRINCIPLE OF SECURITY.....	38
PRIVATE VEHICLE DAMAGE.....	28
PROCESS TO BE FOLLOWED WHEN FILLING POSTED POSITIONS .....	72
PRO-D DAYS .....	62
PRO-D FUNDING .....	80
PROFESSIONAL AUTONOMY .....	80
PROFESSIONAL DEVELOPMENT	
BEGINNING TEACHERS.....	66
COMMITTEE.....	80
FUNDING .....	80
STATEMENT OF INTENT .....	80
UTILIZATION OF NON-INSTRUCTIONAL DAYS .....	62
PROFESSIONAL DEVELOPMENT COMMITTEE .....	80
PROFESSIONAL MATERIAL .....	28
PROOF OF ILLNESS REQUIRED.....	88

**Q**

QUALIFICATIONS.....	41, 72, 74, 76, 78
---------------------	--------------------

**R**

RECALL .....	41
RECALL LIST .....	42
RECALL RIGHTS.....	42
RECOGNITION OF THE UNION .....	7
REGISTERED RETIREMENT SAVINGS PLAN .....	26
REGULAR WORK YEAR .....	62
REIMBURSEMENT FOR MILEAGE AND INSURANCE ..	29
REIMBURSEMENT FOR PERSONAL PROPERTY LOSS ..	28
REINSTATEMENT OF SICK LEAVE ON RECALL .....	43
RELEASE TIME	
TEACHER-IN-CHARGE.....	35
REMUNERATION	
COMMUNITY SERVICE .....	91
TEACHERS-IN-CHARGE.....	35
RENEGOTIATION .....	6
RENOVATIONS .....	81
REPRESENTATION .....	48, 51
REQUESTS FOR A PART-TIME ASSIGNMENT .....	47
RESIGNATION.....	37
PURPOSE OF MATERNITY AND SENIORITY .....	40
SEVERANCE PAY.....	44
RETIREMENT INCENTIVE PLAN.....	33
RETROACTIVITY - PREVIOUS TEACHING EXPERIENCE AND SALARY CATEGORY .....	23
RIGHT TO GRIEVE (TRANSFERS) .....	75
RIGHT TO REPRESENTATION .....	20

**S**

SALARY .....	21
APPEAL OF SCALE PLACEMENT .....	24
CATEGORY VERIFICATION - TQS .....	22
DEATH BENEFIT .....	31
DEFERRED LEAVE PLAN .....	93
DEFINITION OF DAY'S PAY.....	24
EARLY RETIREMENT INCENTIVE .....	33
EXPERIENCE CREDIT - TEACHER'S RESPONSIBILITY TO APPLY.....	23
EXPERIENCE CREDIT FOR NON-WORKING PERIODS .....	23
EXPERIENCE CREDIT FOR TEACHER-ON-CALL TEACHING .....	23
EXPERIENCE OUTSIDE THE KOOTENAY LAKE SCHOOL DISTRICT .....	22
EXPERIENCE WITHIN THE KOOTENAY LAKE SCHOOL DISTRICT .....	22
INCREMENTS.....	22
INCREMENTS - NON-WORKING PERIODS.....	23
INDEMNIFICATION PLAN.....	31
LETTERS OF PERMISSION .....	24
NO REDUCTION AS RESULT OF AGREEMENT .....	22
PAYMENT OF INCREMENTS.....	24
RETROACTIVITY .....	23
RETROACTIVITY - EXPERIENCE AND SALARY CATEGORY .....	23
SALARY GRIDS .....	116
SCHEDULE "A" - SALARY GRID.....	22
SELF-FUNDED LEAVE .....	108
SELF-FUNDED LEAVE PLAN...94, 108, 111, 112, 113	
SEVERANCE PAY .....	44
SUMMER SCHOOL.....	36
SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFITS ON MATERNITY LEAVE .....	89
TEACHER'S APPEAL OF SCALE PLACEMENT .....	24
SALARY CATEGORY VERIFICATION.....	22
SALARY INDEMNIFICATION PLAN .....	31
SALARY INDEMNITY PLAN ALLOWANCE .....	27
SCHEDULE "A", SALARY GRID .....	22
SCHEDULE A	
SALARY GRIDS .....	116
SCHOOL ACCREDITATION .....	80
SCHOOL ACT APPEALS .....	79
SCHOOL CALENDAR.....	62
REGULAR WORK YEAR.....	62
SCHOOL FACILITIES, USE OF .....	17
SCHOOL STAFF COMMITTEES.....	16
SCHOOL STAFF REPRESENTATIVES .....	16
SECTION 27.4 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT .....	140
SELF-FUNDED LEAVE PLAN .....	93
SELF-FUNDED LEAVE PLAN MEMORANDUM OF AGREEMENT.....	115
SENIORITY.....	34, 37
APPLICATION TO PART-TIME TEACHERS .....	43
DEFINITION OF .....	38

DEFINITION OF QUALIFICATIONS.....	41
EFFECT OF TERM OR TEACHER-ON-CALL	
EMPLOYMENT RIGHTS .....	43
EXERCISE OF BY LAID-OFF TEACHERS .....	42
LAYOFF NOTICE REQUIREMENTS.....	41
LAYOFF ORDER.....	41
LEAVE - COMPASSIONATE CARE .....	40
LEAVE - DEPARTMENT OF NATIONAL DEFENCE OR	
CANADIAN UNIVERSITIES SERVICE OVERSEAS	39
LEAVE - EDUCATIONAL .....	39
LEAVE - ELECTED PUBLIC OFFICIAL .....	39
LEAVE - LONG-TERM SICK.....	39
LEAVE - MATERNITY.....	39
LEAVE - PERSONAL FOR UP TO TWO (2) YEARS ...	40
LEAVE - SECONDMENT TO MINISTRY OF	
EDUCATION, A FACULTY OF EDUCATION OR	
RECOGNIZED TEACHER EXCHANGE .....	39
LEAVE FOR DUTIES WITH THE ASSOCIATION, BCTF,	
COLLEGE OF TEACHERS OR CANADIAN	
TEACHERS' FEDERATION.....	39
LIST .....	40
LOSS OF RECALL RIGHTS .....	43
PORTING.....	37
PRINCIPLE OF SECURITY.....	38
RECALL RIGHTS, LOSS OF .....	43
RECALL LIST.....	42
RECALL RIGHTS .....	42
RESIGNATION FOR MATERNITY .....	40
TEACHER-ON-CALL.....	37
SEVERANCE .....	41
SEVERANCE PAY.....	44
LOSS OF RECALL RIGHTS .....	43
RECALL LIST.....	42
SEXUAL HARASSMENT .....	67
SHORT-TERM MATERNITY LEAVE.....	89
SICK LEAVE .....	87
ACCUMULATION OF UNUSED.....	88
EARLY RETIREMENT INCENTIVE PLAN.....	33
EARLY RETURN FROM EXTENDED LEAVE .....	90
ENTITLEMENT .....	87
EXPERIENCE CREDIT FOR NON-WORKING PERIODS	
.....	23
LEAVE OF ABSENCE & DEFERRED COMPENSATION	
PLAN .....	114
MATERNITY/EXTENDED MATERNITY .....	90
PART-TIME TEACHERS .....	87
PORTABILITY .....	82
PROOF OF ILLNESS REQUIRED .....	88
REINSTATEMENT OF - ON RECALL .....	43
SENIORITY.....	39
USE OF – MATERNITY/EXTENDED MATERNITY....	90
UTILIZATION OF FOR OTHER PURPOSES.....	88
SIGNATURES.....	95
STAFF COMMITTEES.....	16
STAFF MEETING REQUIRED (ASSIGNMENTS).....	76
STAFF MEETINGS.....	66
STAFF ORIENTATION .....	19
STATEMENT IF INTENT	

JOINT HEALTH AND SAFETY COMMITTEE .....	64
STATEMENT OF INTENT	
PROFESSIONAL DEVELOPMENT .....	80
STRIKE.....	7
STUDENT MEDICATION .....	65
SUBPOENA.....	92
SUMMER SCHOOL .....	36
SUPERVISION, NOON HOUR.....	63
SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFITS	
ON MATERNITY LEAVE .....	89

T
---

TEACHER ASSIGNMENT WITHIN SCHOOLS.....	76
TEACHER EVALUATION.....	50
DISTRICT EVALUATION MODEL .....	50
EVALUATION TASK FORCE.....	52
EVALUATORS.....	52
INITIAL ASSESSMENT.....	45
PROCESS FOR CONFIRMATORY EVALUATION OF	
TEACHERS .....	52
PROCESS FOR REGULAR EVALUATION OF	
TEACHERS .....	50
TEACHER EXCHANGE .....	93
SENIORITY .....	39
TEACHER INPUT BUDGET AND FACILITIES.....	65
TEACHER ON CALL SENIORITY: ARTICLE C.2.8.A.II (2)	
.....	100
TEACHER SUPPLY AND DEMAND INITIATIVES .....	142
TEACHER TRANSFER REQUESTS.....	75
TEACHER-IN-CHARGE .....	34
DURATION OF ASSIGNMENT .....	34
DUTIES.....	35
METHOD OF APPOINTMENT .....	34
RELEASE TIME .....	35
REMUNERATION .....	35
TEACHER-ON-CALL	
EXPERIENCE CREDIT .....	23
PROCESS TO BE FOLLOWED WHEN FILLING	
POSTED POSITIONS.....	73
SCHOOL ACCREDITATION.....	81
TEACHER-ON-CALL PAY DAYS.....	26
TEACHER-ON-CALL RATE OF PAY.....	25
TEACHER-ON-CALL TEACHING BY EXISTING PART-	
TIME TEACHERS .....	47
TEACHER'S APPEAL OF SCALE PLACEMENT .....	24
TEACHERS' ASSISTANTS.....	19
TEACHER'S RESPONSIBILITY TO APPLY .....	23
TEACHERS RETURNING FROM PARENTING AND	
COMPASSIONATE LEAVES .....	87
TEACHER'S RIGHT OF APPEAL (ASSIGNMENTS).....	76
TEACHERS' RIGHT TO REFUSE A TRANSFER.....	75
TEACHER-TEACHING-ON-CALL	
DUTIES.....	46
OTHER PROVISIONS OF AGREEMENT APPLYING TO	
CERTIFIED TEACHERS-ON-CALL .....	47
TEACHING BY EXISTING PART-TIME TEACHERS... 47	
TEACHER-TEACHING-ON-CALL DUTIES .....	46

TEACHER-TEACHING-ON-CALL PAY AND BENEFITS...	25
TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE.....	86
TEMPORARY RE-ASSIGNMENT OF EXISTING TEACHERS	
.....	46
TERM.....	6
TERM APPOINTMENTS WHEN MEDICAL ABSENCES	
EXCEED TWENTY DAYS .....	46
TERMINATION OF EMPLOYMENT .....	30, 43, 112
THE BOARD'S RIGHT TO TRANSFER.....	74
TRANSFERS	
BOARD'S RIGHT TO .....	74
MOVING ASSISTANCE .....	76
NOTICE REQUIREMENTS.....	75
NOTIFICATION OF COMPLETED .....	75
PREPARATION LEAVE.....	75
RIGHT TO GRIEVE.....	75
TEACHER REQUESTS .....	75
TEACHERS' RIGHT TO REFUSE .....	75
TRAVEL DELAYS.....	91
TTOC EMPLOYMENT .....	40
EXPERIENCE CREDIT.....	40
TTOCS - CONDUCTING UNION BUSINESS	
NEGOTIATING TEAM.....	86
TTOCS CONDUCTING UNION BUSINESS.....	86
TWELVE (12) MONTHS PAY .....	28

U

UNION LEAVE.....	15
------------------	----

UNPAID DISCRETIONARY LEAVE.....	85
USE OF SICK LEAVE - MATERNITY/EXTENDED	
MATERNITY .....	90
UTILIZATION OF NON-INSTRUCTIONAL DAYS.....	62
UTILIZATION OF SICK LEAVE FOR OTHER PURPOSES	88

V

VACANCIES	
ADMINISTRATIVE OFFICER.....	74
CONSIDERATION TO CONTINUING AND TERM	
TEACHERS .....	73
DEFINITION OF .....	72
ESTABLISHING AND HONOURING CRITERIA FOR	74
EXTRA-CURRICULAR .....	72
POSTING REQUIREMENTS.....	72
PROCESS TO BE FOLLOWED WHEN FILLING.....	72
VEHICLE DAMAGE .....	28

W

WORK OUTSIDE OF REGULAR WORK YEAR .....	63
WORK YEAR	
CORRESPONDENCE SCHOOL .....	63
EFFECT OF LEGISLATION CHANGES .....	63
REGULAR .....	62
SCHOOL CALENDAR.....	62
UTILIZATION OF NON-INSTRUCTIONAL DAYS .....	62
WORK OUTSIDE OF REGULAR .....	63