

# **COLLECTIVE AGREEMENT**

## **A WORKING DOCUMENT**

**- BETWEEN -**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION /  
THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 87 (STIKINE)  
(The "Employer")**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION /  
STIKINE TEACHERS' ASSOCIATION  
(The "Local")**

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

**AS IT APPLIES IN S.D. #87 (Stikine)**

|                                                                                                                                                                                                                                                                                                                                                                                        |
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| 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 <u>Public Education Labour Relations Act</u> , as those terms and conditions are applicable to School District No. 87 (Stikine). In the event of dispute, the original source documents would be applicable. |
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### **Acknowledgement of Traditional Territories**

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

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## **PREAMBLE**

It is recognized that it is in the best interests of both parties, as well as those served by the school system, that harmonious relations and settled conditions of employment be maintained.

This agreement recognizes that the School Board and the Local will maintain an effective working relationship to provide the highest quality of educational service possible. It is further recognized that it is in the mutual interest of the School Board and the Local to provide for the effective and orderly operation of the schools within the School District under methods which will further, to the fullest extent possible, the education of the pupils in the School District.

## **DEFINITIONS**

A "teacher" means a person holding a valid and subsisting certificate of qualification issued by the Teacher Regulation Branch, who is appointed or employed by the board to give tuition or instruction in a public school or to provide other educational services to the board, and includes a person to whom the Teacher Regulation Branch issues a letter of permission for teaching, but does not include a person appointed by a board as Superintendent of Schools, Assistant Superintendent of Schools, Director of Instruction, Principal or Vice Principal.

A "continuing" teacher shall mean a teacher on a continuing contract until:

- a. the teacher has been dismissed as per this agreement, or
- b. the contract has been terminated as per this agreement, or
- c. the teacher ceases to be a member of the Teacher Regulation Branch.

A "part-time" teacher is defined as a teacher teaching less than a 1.0 F.T.E. assignment.

A "temporary" teacher shall mean a teacher employed on a temporary appointment in accordance with Article C.25 (Temporary Teachers' Employment Rights).

A "Teacher Teaching on Call" shall have the same meaning in this collective agreement effective July 01, 1992 and for subsequent years, as the terms "Teacher on Call" or "Substitute" had in the contract expiring June 30, 1992 and it is the understanding of both parties that no additional benefit is to be conferred on Teacher Teaching on Call as a result of the change in term.

## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

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

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

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

- ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

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

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer [The Board of Education for School District No. 87 (Stikine)] in each district recognizes the local [Stikine Teachers' Association] in that district as the teachers' union for the negotiation in that district [School District No. 87 (Stikine)] of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district [School District No. 87 (Stikine)] subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by Collective Agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

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

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

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

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in

the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.

2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

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

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

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

### **1.        Preamble**

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

### **Steps in Grievance Procedure**

#### **2.        Step One**

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

#### **3.        Step Two**

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

#### **4.        Step Three**

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

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

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

**5. Omitting Steps**

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

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

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

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

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a Provincial Matters Grievance, as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a Provincial Matters Grievance. The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:
  - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a Provincial Matters Grievance that has been referred to arbitration.

- ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
- iii. Each party shall determine who shall attend the meeting on its behalf.

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

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

## **9. General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the

grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.

- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
  - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a Teacher Teaching on Call (TTOC) is required, such costs shall be borne by the employer;
  - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
  - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

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

### **1. Scope**

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

### **2. Process**

- a. The grievance shall be referred to one of the following arbitrators:
  - i. Mark Brown
  - ii. Irene Holden
  - iii. Chris Sullivan
  - iv. Elaine Doyle
  - v. Judi Korbin
  - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.

- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel.
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

### **3. Local Provisions**

- a. Any grievance that has not been resolved prior to arbitration may be referred to expedited arbitration pursuant to A.6.6 and A.6.7, by the party originating the grievance within forty-five (45) days of the step 3 of grievance committee decision.
- b. All grievances except the following may be referred by the party originating the grievance to expedited arbitration:
  - i. Dismissals;
  - ii. Suspensions in excess of 20 days;
  - iii. Policy or general grievances.

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

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

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

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

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

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

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

#### **ARTICLE A.20 CONTRACTING OUT**

1. The Board shall not contract out duties that would normally and regularly be performed by a teacher.
2. The Local and the Board recognize that the educational needs of the District may be met by offering locally based programs which shall be supervised by a teacher or an Administrator.
3. Supervision of locally based programs by teachers shall be by mutual agreement between the teacher and the Administrator.

#### **ARTICLE A.21 MANAGEMENT RIGHTS**

1. Subject to the provisions of this agreement, the Local recognizes the right and responsibility of the Board to manage, operate, and direct the School District. The Board shall perform its functions in a fair, just and reasonable manner.

## **ARTICLE A.22      PRESIDENT'S RELEASE TIME**

1. The Local shall advise the Board of the name of the upcoming Local President by June 1 of each year. The Board hereby agrees to release the President of the Local from teaching duties for the school year.
2. The Board will continue to pay the President their salary and allowance and to provide benefits as specified in this agreement. The Local will reimburse the Board for all such salary, allowance and benefit costs, including Teacher Pension Plan Contributions, upon receipt of a monthly statement.
3. For the purposes of pension, experience, sick leave, and seniority, the President shall be deemed to be in the full employ of the Board.
4.
  - a. The teacher returning to full teaching duties shall be assigned the same position within the same school.
  - b. If the same position does not exist, the Principal / Vice Principal, in consultation with the teaching staff of the school and the returning teacher, shall develop a teaching assignment for the returning teacher which includes any remaining elements of the position previously held.
5. The release time is dependent upon the availability of a suitable replacement with the necessary qualifications. "Necessary qualifications" and judgement of the educational situation for the school shall be decided by the Superintendent of Schools in consultation with the Principal / Vice Principal of the respective school.

## **ARTICLE A.23      LEAVES FOR LOCAL BUSINESS**

1. An employee covered by this agreement shall be entitled to leaves of absence with full pay and benefits from teaching duties in order to carry out Local business. Local business, for the purpose of this Article, means business on behalf of the Stikine Teachers' Association, the B.C. Teachers' Federation, the Teacher Regulation Branch or the Canadian Teachers' Federation.
2. The Local will reimburse the Board for the full cost of any Teacher Teaching on Call required while the teacher is on Local business as defined in Article A.23.1.
3. The Local may utilize a maximum of forty-five (45) days leave in any one school year exclusive of leaves for contract negotiations.
4.
  - a. In the event that an employee covered by this agreement is elected, appointed or seconded to a professional body, as outlined in Article A.23.1, leave of absence without pay and benefits shall be granted for the duration of those duties, providing ninety (90) days notice in writing is given to the Board. For the purposes of pension, experience, sick leave and seniority the employee shall be

deemed to be in the full employ of the Board. Such leave shall be provided only if there is no cost to the Board.

- b. The employee shall be entitled, on written notice to the Board, at least ninety (90) days prior to the intended day of return, to employment with the Board and shall be entitled to the same position within the school.
  - c. If the same position does not exist, the Principal / Vice Principal, in consultation with the teaching staff of the school and the returning teacher, shall develop a teaching assignment for the returning teacher which includes any remaining elements of the position previously held.
5. Leaves in excess of forty-five (45) days shall be granted provided the Local reimburses the Board for the full cost of pay and benefits for any teacher on such approved leave.

#### **ARTICLE A.24 LEAVE FOR LOCAL CONTRACT NEGOTIATIONS**

1. Release time with pay and benefits shall be provided for up to a maximum of four (4) members of the Local in order to enter into negotiation discussions with the Board. Such leave shall not exceed twelve (12) days per person for each negotiated contract. A member of the Local replacing a member of the Negotiation Committee shall be eligible for the balance of the leave not used by the member being replaced. No more than two (2) members may come from the same school.
  - a. The cost of the Teachers Teaching on Call required for leaves approved under this article shall be borne equally between the Board and the Local.
  - b. The Board may approve days in excess of the twelve (12) provided for in this article. The Local shall reimburse the Board for the full cost of pay and benefits.
2. Under normal circumstances the employee shall request such leaves at least three (3) days in advance of the discussions.

#### **ARTICLE A.25 SCHOOL STAFF COMMITTEES**

1. The teaching staff of each school shall have the right to form a staff committee. The decision to form a school staff committee shall be done by the teaching staff in a meeting without the presence of the Principal / Vice Principal.
2. The teaching staff, including the school Principal or Vice Principal, shall elect the school staff committee.
3. The school Principal or Vice Principal shall attend all School Staff Committee Meetings.

4. The School Staff Committee shall operate in a professional, democratic, and consultative manner. They may study and make recommendations on educational matters and matters relating to the operation of the school. Consultation on such matters may be initiated by either the teaching staff or the administration.
5. A Chairperson shall be elected from the Staff Committee. The Chairperson shall publish an agenda prior to meetings, and see that minutes are kept and distributed to the staff and Principal / Vice Principal(s) of the school.
6. The Principal shall consider and respond to all recommendations made by the Staff Committee within seven (7) calendar days.

#### **ARTICLE A.26      USE OF SCHOOL FACILITIES**

1. Subject to the availability of space and the approval of the appropriate Principal / Vice Principal, representatives of the Local shall have the right to transact Local business on school property without charge. Such requests will not be unreasonably denied.
2. The Local shall pay for all consumable items used and cover any additional costs incurred as a result of their use of the facility.

#### **ARTICLE A.27      BULLETIN BOARDS**

1. The Local shall have the right to post notices related to matters of the Local's concern on staff room bulletin boards at each school.

#### **ARTICLE A.28      INTERNAL MAIL**

1. The Local shall have reasonable access to the district mail service and employee school mail boxes, free of charge, for communication to Local members.

#### **ARTICLE A.29      SHARING OF INFORMATION**

1. The Board, upon written request by the Local and within ten (10) working days, agrees to furnish to the Local or its designated representative the following information:
  - a. public information concerning the financial resources of the district;
  - b. other public information that may be used in negotiations and processing grievances;
  - c. such other information that is normally made available to the public.
2. The Board shall provide the Local with a list of members of the Local including grid placement, seniority, F.T.E. and appointment. This information shall be provided to the

Local by October 15 in each year of the contract, or within two (2) weeks of appointment in the case of new teachers hired after October 15.

3. The Local shall be notified within a reasonable time of all transfers, resignations, retirements, employee deaths, discharges, Local job postings and appointments.
4. The Board shall provide the President of the Local with the agenda and attachments of all public meetings, and shall provide within a reasonable time the minutes of such meetings.

#### **ARTICLE A.30 PICKET LINE PROTECTION**

1. All employees covered by this Agreement shall have the right to refuse to cross a legally constituted picket line as defined under the *Labour Relations Code*. For the purpose of this Article, a picket line shall be considered legal until declared illegal by the Labour Relations Board of British Columbia.
2. Any employee failing to report for work for this reason under this clause shall be considered absent without pay and shall have their salary deducted at the daily rate.
3. The Board shall not request, require nor direct teachers covered under this Agreement to work or carry out duties normally performed by employees engaged in a legally constituted strike or lock out.
4. Failure to cross a legally constituted picket line shall not be considered a violation of this Agreement, nor shall it be cause for disciplinary action.
5. In the event that a legally constituted picket line prevents a teacher from carrying out normal duties, the teacher shall contact the Principal of the school as soon as possible and advise that they do not intend to cross the picket line.

#### **ARTICLE A.31 COPY OF AGREEMENT**

1. The Board shall provide every member of the Bargaining Unit with a copy of this Agreement at the conclusion of negotiations. New employees shall be provided with a copy of this Agreement at the time of appointment.

#### **ARTICLE A.32 STAFF ORIENTATION**

1. All employees new to the staff of the Board shall receive, within the first thirty (30) working days of commencing duties, an orientation provided by the Board. The orientation shall acquaint employees with the basic operation of the School District and the school.
2. The Local shall acquaint the employee with the rights and responsibilities of the Collective Agreement.

### **ARTICLE A.33      RIGHT TO REPRESENTATION**

1. A representative of the Local may attend a meeting between a member of the Local and an Administrator of the Board if the member, Administrator, or the Board believes a representative should be present.

### **ARTICLE A.34      EXCLUSION FROM THE BARGAINING UNIT**

1. The Board shall notify the Local of all new teaching positions offered in the district and submit to the Local a written job description of the new position(s).
2. Newly created teaching positions shall be included in the bargaining unit unless the position is excluded by mutual agreement.

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

### **ARTICLE B.1      SALARY**

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

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

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

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

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

**Local Provisions:**

10. Salary Grids

**July 1, 2022 – June 30, 2023**

| Step |  | Cat 4     |  | Cat 5     |  | Cat 5+     |  | Cat 6      |
|------|--|-----------|--|-----------|--|------------|--|------------|
|      |  |           |  |           |  |            |  |            |
| 0    |  |           |  |           |  |            |  |            |
| 1    |  | \$ 65,273 |  | \$ 70,411 |  | \$ 74,109  |  | \$ 75,376  |
| 2    |  | \$ 67,736 |  | \$ 73,220 |  | \$ 77,248  |  | \$ 78,601  |
| 3    |  | \$ 70,199 |  | \$ 76,027 |  | \$ 80,386  |  | \$ 81,826  |
| 4    |  | \$ 72,661 |  | \$ 78,837 |  | \$ 83,525  |  | \$ 85,050  |
| 5    |  | \$ 75,128 |  | \$ 81,646 |  | \$ 86,664  |  | \$ 88,275  |
| 6    |  | \$ 77,589 |  | \$ 84,451 |  | \$ 89,802  |  | \$ 91,500  |
| 7    |  | \$ 80,048 |  | \$ 87,264 |  | \$ 92,943  |  | \$ 94,724  |
| 8    |  | \$ 82,511 |  | \$ 90,068 |  | \$ 96,080  |  | \$ 97,949  |
| 9    |  | \$ 84,979 |  | \$ 92,878 |  | \$ 99,220  |  | \$ 101,174 |
| 10   |  | \$ 90,928 |  | \$ 99,505 |  | \$ 106,446 |  | \$ 108,567 |

**July 1, 2023 – June 30, 2024**

| Step |  | Cat 4     |  | Cat 5      |  | Cat 5+     |  | Cat 6      |
|------|--|-----------|--|------------|--|------------|--|------------|
|      |  |           |  |            |  |            |  |            |
| 0    |  |           |  |            |  |            |  |            |
| 1    |  | \$ 69,679 |  | \$ 75,163  |  | \$ 79,111  |  | \$ 80,463  |
| 2    |  | \$ 72,308 |  | \$ 78,162  |  | \$ 82,463  |  | \$ 83,906  |
| 3    |  | \$ 74,938 |  | \$ 81,159  |  | \$ 85,812  |  | \$ 87,349  |
| 4    |  | \$ 77,566 |  | \$ 84,159  |  | \$ 89,163  |  | \$ 90,791  |
| 5    |  | \$ 80,199 |  | \$ 87,157  |  | \$ 92,514  |  | \$ 94,234  |
| 6    |  | \$ 82,826 |  | \$ 90,152  |  | \$ 95,864  |  | \$ 97,676  |
| 7    |  | \$ 85,451 |  | \$ 93,154  |  | \$ 99,216  |  | \$ 101,118 |
| 8    |  | \$ 88,081 |  | \$ 96,147  |  | \$ 102,566 |  | \$ 104,561 |
| 9    |  | \$ 90,715 |  | \$ 99,147  |  | \$ 105,917 |  | \$ 108,003 |
| 10   |  | \$ 97,338 |  | \$ 106,520 |  | \$ 113,950 |  | \$ 116,221 |

July 1, 2024 – June 30, 2025

| Step | Cat 4      | Cat 5      | Cat 5+     | Cat 6      |
|------|------------|------------|------------|------------|
| 0    |            |            |            |            |
| 1    | \$ 71,770  | \$ 77,418  | \$ 81,484  | \$ 82,877  |
| 2    | \$ 74,477  | \$ 80,507  | \$ 84,936  | \$ 86,423  |
| 3    | \$ 77,186  | \$ 83,594  | \$ 88,386  | \$ 89,970  |
| 4    | \$ 79,893  | \$ 86,683  | \$ 91,838  | \$ 93,515  |
| 5    | \$ 82,605  | \$ 89,772  | \$ 95,289  | \$ 97,061  |
| 6    | \$ 85,311  | \$ 92,856  | \$ 98,740  | \$ 100,606 |
| 7    | \$ 88,015  | \$ 95,949  | \$ 102,193 | \$ 104,151 |
| 8    | \$ 90,723  | \$ 99,032  | \$ 105,643 | \$ 107,697 |
| 9    | \$ 93,436  | \$ 102,121 | \$ 109,095 | \$ 111,244 |
| 10   | \$ 100,365 | \$ 109,833 | \$ 117,494 | \$ 119,836 |

## ARTICLE B.2 TTOC PAY AND BENEFITS

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

### **Local Provisions:**

7. A Teacher Teaching on Call shall receive consideration for this Article only if they meet the following criteria:
  - a. Possess a valid current teaching certificate for the Province of B.C.
  - b. Possess documentation indicating that their qualifications and experience has been reviewed and accepted by the Teacher Qualification Service.
  - c. Maintain current membership in the Stikine Teachers' Association.
8. Pay pursuant to B.2.6.a and b shall be prorated if less than a full day is worked.
9. Where a school has a long extended day with a shortened work week a Teacher Teaching on Call shall be paid at a daily rate of 111% of the pay rate in Article B.2.6.

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

PCA Article B.3 does not apply in School District No. 87 (Stikine).

### **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. [Applicable in S.D. No. 87]
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2. [Not applicable in S.D. No. 87]
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

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

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

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

1.     Private Vehicle Damage

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

2.     Personally Owned Professional Material

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

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

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

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

1.     Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2.     A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3.     An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
4.     An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5.     Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6.     Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7.     An employee's accumulation in the Plan including their interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
8.     Interest earned by the Plan in the months of April through August shall be retained by the employer.
9.     The employer shall inform employees of the Plan at the time of hire.
10.    Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

## **ARTICLE B.9        PAY PERIODS**

Article B.9.1 through B.9.3 does not apply in School District No.87 (Stikine).

### **Local Provisions:**

4. Teachers shall be paid in semimonthly installments. The mid- month payment shall be paid on the last teaching day closest to the 15th (fifteenth) of the month. The month end payment shall be paid on the last teaching day closest to the end of the month.
5. The Board shall allow a teacher to deposit their net pay into two accounts based on a percentage of net pay. The Board and the Local agree that this will allow teachers to set aside money for the summer months.
  - a. The Board shall deposit all salary payments to the individual teacher's account in the bank of their choice.
  - b. Employees who elect a bank other than the Royal Bank of Canada may receive their deposit three days later than provided in Article B.9.4.

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

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

|                               |                  |
|-------------------------------|------------------|
| <b>Effective July 1, 2022</b> | \$0.60/kilometre |
| <b>Effective July 1, 2023</b> | \$0.64/kilometre |
| <b>Effective July 1, 2024</b> | \$0.66/kilometre |
2. The mileage reimbursement rate established in Article B.10.1 shall be increased by \$0.05/kilometre for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

PCA Article B.10.4 does not apply in School District No. 87 (Stikine).

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

## **ARTICLE B.11      BENEFITS**

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

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

### **Local Provisions:**

5. General Benefits
  - a. The Board shall provide each teacher with an application or enrollment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrollment form must be so noted by the teacher and kept on file by the Board.
  - b. The Board shall provide upon request information to teachers regarding the various benefit plans.
  - c. It is understood that the benefits described in Articles B.11.6.a, B.11.6.b, B.11.6.c, B.11.6.d also apply to all dependents of the teachers.
6. Benefits
  - a. Medical Services - for full-time teachers the Board shall pay 100% of the cost of the medical services provided by M.S.P. under the British Columbia Medical Plan.
  - b. Extended Health Benefits - for full-time teachers the Board shall pay 100% of the cost of the Provincial Extended Health Benefit Plan. For full-time teachers the Board shall pay 100% of the cost of the transportation and per diem rider.

- c. Dental Plan Benefits - for full-time teachers the Board will pay 100% of the cost of a Dental Plan A (100% payment of claims), Plan B (50% payment of claims) and Plan C (50% of claims for orthodontic work for teachers' children up to the age of 20, to a lifetime maximum of \$1,250.00). Effective July 1, 2018, major dental coverage is per provincial minimum. Effective July 1, 2015, orthodontics coverage and lifetime maximum are per provincial minimums. Participation in the plan shall be a condition of employment for all teachers hired after January 1, 1978, unless they provide proof of coverage under another dental plan.
- d. Part-time teachers who require coverage of Medical, Dental or Extended Health Benefits should make individual requests to the Secretary Treasurer. Payments for benefits for part-time teachers will be on a pro rata basis as per their current F.T.E.
- e. Group Life Insurance - participation in a Group Life Insurance Plan shall be a condition of employment for all teachers hired after January 1, 1978. The Board shall pay 100% of the premium.
- f. Optional Life Insurance - the Board shall administer the B.C.T.F. optional term Life Insurance Plan and deduct a monthly premium from the salary of each teacher participating in the plan. Premiums shall be paid fully by the participating teacher.
- g. By October 15 of each year the Board shall make available, in each school, a detailed and complete statement of the exact coverage provided for in this Article. In addition the Board shall also provide each teacher with a statement of benefits and the monthly cost to the employee.
- h. In the event that the Board changes carriers there shall be no reduction in coverage unless mutually agreed upon between the Board and the Local. [Not applicable for the Provincial Extended Health Benefit Plan. See LOU No. 9.]

## 7. Death Benefits

- a. The Board shall pay a benefit to the widow/widower/estate of a teacher who dies while in the employ of the Board.
- b. The benefit is payable only if the deceased teacher has been employed by the Board for a period of six (6) school months.
- c. The benefit shall consist of one tenth (1/10) of annual salary being earned by the teacher at the time of their death, plus a sum equal to 50% of the teacher's accumulated sick leave up to a maximum of fifteen (15) days. The accumulated sick leave shall be prorated at a daily rate of 1/200th of the annual salary being earned by the teacher at the time of their death.
- d. The death benefit shall be a payment above and beyond the normal salary and benefits due to the teacher up to the day of their death.

## **ARTICLE B.12      CATEGORY 5+**

### **1.      Eligibility for Category 5+**

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

### **2.      Criteria for Category 5+**

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

### **3.      Salary Rate Calculation**

- a.      Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and/or during the term of the 2006-2011 Provincial Collective Agreement.

### **4.      Application for Category 5+**

- a.      BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
- b.      BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

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

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

**ARTICLE B.14      EXPERIENCE RECOGNITION**

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

shall receive credit for their work experience for the purposes of placement on the salary scale.

**Local Provisions:**

2. Full experience shall be granted to teachers who have had teaching experience in public schools or related educational services on a full time basis to a school district in Canada, U.S.A. or Commonwealth countries and private, vocational or parochial schools subject to government inspection in Canada, Department of National Defense and schools while on an approved exchange.
3. By October 15th (fifteenth) of each year the Board shall furnish to each teacher a statement of their category and experience as recognized by School District #87 for salary purposes.
4. Teachers appointed as part-time teachers shall accumulate experience credit proportionate to the percentage of time they are employed. Part-time experience credit shall be equated to full time experience by multiplying the fractional assignment by the number of months worked. e.g.  $0.6 \times 8 = 4.8$  full months.

## **ARTICLE B.20      INITIAL PLACEMENT**

1. The placement of each teacher upon the schedule shall be in accordance with the teacher's qualifications as most recently determined by the Teacher Regulation Branch and the Teacher Qualification Service and in accordance with experience.
2. While awaiting such confirmation, salary payments shall be at the level tentatively accepted by the Board at the time of appointment and indicated in the offer of appointment. In the month following submission of confirmation appropriate adjustments will be made, retroactive to the time of initial appointment.
3. Teachers new to the District shall have three (3) months following commencement of employment to submit necessary proof of salary placement. Where proof of qualifications is not provided within the three (3) months, the teacher shall revert to their highest established level. Where proof of qualification is subsequently submitted after the deadline, the new placement on scale shall be made effective the beginning of the month in which the proof of qualifications was submitted.
4. Extension to the time limit shall be made where it can be demonstrated that an undue delay in processing of documents has occurred. The Board shall advise the employee when documentation has not been received.
5. Persons holding Letters of Permission (LP) whose years of preparation can be equated to years of university training shall be paid as if in a salary category next below that which would apply.
6. Persons holding Letters of Permission (LP) whose years of preparation cannot be equated to years of university training shall be paid as if in a salary category which will provide a salary appropriate to their teaching function as determined by the Superintendent. Placement shall not exceed Category 4/PC of this Agreement.

## **ARTICLE B.21      POSITION ON GRID**

1. No teacher shall have their position on the salary grid altered to a lower step or category as a result of the implementation of this collective agreement.

## **ARTICLE B.22      INCREMENTS**

1. Provided a teacher has not reached maximum salary in accordance with the Salary Schedules, increments shall be effective on the first day of the month following such time as the total number of full time equivalent months divided by ten (10) equals a whole number.

## **ARTICLE B.23      PART-TIME TEACHERS' PAY AND BENEFITS**

1. Part-time teachers shall be paid on a pro rata basis as per their current F.T.E.
2. Part-time teachers who require coverage of Medical, Dental, or Extended Health Benefits shall make individual requests to the Secretary Treasurer. Payments for benefits for part-time teachers will be on a pro rata basis as per their current F.T.E.

## **ARTICLE B.24      PRINCIPAL'S DESIGNATE**

1. In each school the Principal shall advertise for a five day period, the position of Principal's Designate and recommend to the Board an appointment.
2. While acting as Principal's Designate, the teacher is covered by all terms and conditions of this Agreement.
3. If it is known that the Principal is to be absent longer than three (3) consecutive working days, the Board shall provide a Teacher Teaching on Call for the Principal's Designate, equivalent to the time allocated to the Principal for administrative duties, up to a maximum of 0.5 F.T.E., starting on the first day.
4. Teachers appointed as the Principal's Designate shall be paid an honorarium each school year which they act in this capacity. Each Principal's Designate shall be paid a base annual honorarium and shall receive an additional annual honorarium per F.T.E. teacher assigned to their school as of September 30th of the school year.
  - i. Annual Honorarium:

| <b>Date</b>                   | <b>Annual Honorarium</b> |
|-------------------------------|--------------------------|
| <b>Effective July 1, 2022</b> | \$ 551.44                |
| <b>Effective July 1, 2023</b> | \$ 588.66                |
| <b>Effective July 1, 2024</b> | \$ 606.32                |

- ii. Additional Annual Honorarium (per FTE teacher):

| <b>Date</b>                   | <b>Additional Annual Honorarium</b> |
|-------------------------------|-------------------------------------|
| <b>Effective July 1, 2022</b> | \$ 27.58                            |
| <b>Effective July 1, 2023</b> | \$ 29.44                            |
| <b>Effective July 1, 2024</b> | \$ 30.32                            |

## ARTICLE B.25 ISOLATION ALLOWANCE

1. An isolation allowance shall be paid semi-monthly to each teacher, as per their current F.T.E., at the following locations:

| Date                   | Telegraph Creek | Atlin    | Dease Lake | Lower Post |
|------------------------|-----------------|----------|------------|------------|
| Effective July 1, 2022 | \$ 182.32       | \$ 85.81 | \$ 76.86   | \$ 70.66   |
| Effective July 1, 2023 | \$ 194.63       | \$ 91.61 | \$ 82.05   | \$ 75.43   |
| Effective July 1, 2024 | \$ 200.47       | \$ 94.35 | \$ 84.51   | \$ 77.69   |

## ARTICLE B.26 MOVING RELOCATION ALLOWANCE

1. The Board shall assist teachers moving into School District #87 by paying allowances up to a maximum per household, as follows:

| Date                   | Maximum per household |
|------------------------|-----------------------|
| Effective July 1, 2022 | \$ 2,027.32           |
| Effective July 1, 2023 | \$ 2,164.17           |
| Effective July 1, 2024 | \$ 2,229.09           |

2. The allowances in Article B.26.1 are to be paid on the following basis:

- a. Teachers newly appointed to the District:

- i. Within twenty (20) working days of the teacher's commencement of duty the Board shall pay an allowance per household, as follows:

| Date                   |             |
|------------------------|-------------|
| Effective July 1, 2022 | \$ 1,351.56 |
| Effective July 1, 2023 | \$ 1,442.79 |
| Effective July 1, 2024 | \$ 1,486.07 |

- ii. At the end of two (2) years continuous employment the Board shall pay an allowance to each household, as follows:

| Date                   |           |
|------------------------|-----------|
| Effective July 1, 2022 | \$ 675.77 |
| Effective July 1, 2023 | \$ 721.38 |
| Effective July 1, 2024 | \$ 743.02 |

- iii. If the teacher resigns during the first year of the appointment, 1/10 of the allowance paid pursuant to B.26.2.a.i shall be deducted from the teacher's final pay cheque for each complete month of the year not worked.

3. Teachers moving in-district because of a district-initiated transfer:
  - a. These teachers shall be paid an allowance (per household) on the following basis:

| Date                   | Less than 200 km | 200 to 350 km | Greater than 350 km |
|------------------------|------------------|---------------|---------------------|
| Effective July 1, 2022 | \$ 473.05        | \$ 675.77     | \$ 1,013.66         |
| Effective July 1, 2023 | \$ 504.98        | \$ 721.38     | \$ 1,082.08         |
| Effective July 1, 2024 | \$ 520.13        | \$ 743.02     | \$ 1,114.55         |

## **ARTICLE B.27 LONG SERVICE**

1. Teachers who are in the continuous employment of the School District for a period of four (4) years shall receive one half (1/2) an increment above that normally paid.
2. Teachers who are in the continuous employment of the School District for a period of eight (8) years shall receive one (1) increment above that normally paid.
3. For the purpose of this Article, continuous employment shall mean the number of years employment of the teacher dating from the most recent starting date in the School District and shall include all leaves within that period.
4. Part-time teachers who are in the continuous employment of the School District shall have their years of employment prorated.

## **ARTICLE B.28 TRAVEL ALLOWANCE**

1. A 1.0 F.T.E. teacher shall be eligible for a travel allowance for themselves and their dependents. A dependent spouse is one who is employed for fifty percent (50%) or less and/or who does not receive a travel allowance from some other source. A dependent child is a natural or adopted preschool child, a natural or adopted child attending elementary or secondary school. All dependents must reside north of the 57th parallel to qualify for an allowance.
2. A part-time teacher shall have their travel allowance pro-rated for themselves as per their current F.T.E.
3. A teacher teaching less than full time, who is the spouse of a full time teacher, shall receive full travel benefits as a dependent spouse.

4. Travel allowances shall be paid in semi-monthly installments to each teacher based on the following annual rates:

| Date                   | Employee    | Dependent Wife/Husband | Dependent Child over 12 | Dependent Child over 2 & Under 12 |
|------------------------|-------------|------------------------|-------------------------|-----------------------------------|
| Effective July 1, 2022 | \$ 2,067.88 | \$ 1,743.90            | \$ 1,743.90             | \$ 1,488.87                       |
| Effective July 1, 2023 | \$ 2,207.46 | \$ 1,861.61            | \$ 1,861.61             | \$ 1,589.36                       |
| Effective July 1, 2024 | \$ 2,273.68 | \$ 1,917.46            | \$ 1,917.46             | \$ 1,637.04                       |

5. Teachers shall be responsible for notifying the district office upon any change in dependent status. Such changes will be retro-active to the first day of the pay period in which it is received.

## **ARTICLE B.29 FIRST AID**

1. The Board shall pay an allowance per annum to a teacher holding a valid Industrial First Aid certificate and acting as the designated First Aid attendant in each school. The First Aid attendant shall be designated by the Principal of the school by September 15th in each year.

| Date                   | First Aid |
|------------------------|-----------|
| Effective July 1, 2022 | \$ 275.71 |
| Effective July 1, 2023 | \$ 294.32 |
| Effective July 1, 2024 | \$ 303.15 |

## **ARTICLE B.30 PART MONTH PAYMENTS AND DEDUCTIONS**

1. The rate of deduction for a day without pay shall be 1/194 (one hundred ninety fourth) of the total current annual salary of the teacher. The same rate will be applied if a teacher works additional days beyond the school year with Board approval.
2. A teacher shall be paid 1/10 (one tenth) of the total current annual salary in respect to each month in which the teacher works all prescribed days or is eligible for sick leave or other approved leave with pay for that month.
3. A teacher who commences their employment with the Board part way through any teaching month shall be paid in accordance with 1/10 of their annual salary minus the rate of deduction for a day without pay as per Article B.30.1.

**ARTICLE B.31      BOARD REMITTANCE OF TEACHER REGULATION  
BRANCH FEES**

1. The Board shall remit annual fees deducted from teachers for membership in the Teacher Regulation Branch as established under the *Teaching Profession Act*.

**ARTICLE B.32      COORDINATOR(S)**

The Board and the Local agree that the position of Coordinator(s) be created.  
The Coordinator(s) shall be covered by the Collective Agreement between the Stikine Teachers' Association and the Board of Education of School District No. 87 (Stikine); and  
The Coordinator(s) shall be entitled to an allowance per annum, as follows:

| <b>Date</b>                   | <b>Coordinator(s)</b> |
|-------------------------------|-----------------------|
| <b>Effective July 1, 2022</b> | \$ 5,517.93           |
| <b>Effective July 1, 2023</b> | \$ 5,890.39           |
| <b>Effective July 1, 2024</b> | \$ 6,067.10           |

## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

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

### **ARTICLE C.2      SENIORITY**

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

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

**Local Provisions:**

7. Principle of Seniority

The Board and the Local agree that increased length of service in the employment of the Board entitles teachers on continuing appointments, who have the necessary qualifications as defined in Article C.20.1 of this Agreement, to a commensurate increase in security of teaching employment.

8. Definition of Seniority

- a. In this Agreement, "seniority" means a continuing appointment teacher's aggregate length of service in the employment of the Board, inclusive of:
  - i. part-time teaching. For the purposes of calculating length of service, part-time teaching, if a continuing appointment, shall be credited on a prorated basis.
  - ii. maternity leave (maximum of twenty-four (24) weeks for each pregnancy).
  - iii. extended educational leave, with credit documentation.

- iv. leave for duties with the Local or affiliated organizations up to a maximum of one (1) year.
  - v. temporary teachers subsequently appointed to a continuous contract shall be credited with seniority while on the temporary appointment.
  - vi. secondment to the Ministry of Education, a Faculty of Education, pursuant to a recognized teacher exchange program.
  - vii. long-term sick leave.
  - viii. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas.
  - ix. Compassionate Care Leave pursuant to Article G.2.
- b. In addition to the foregoing, the seniority for a teacher on a continuing contract shall include:
- i. Teacher Teaching on Call seniority accumulated pursuant to Article C.2.3; and
  - ii. seniority ported in accordance with Article C.2.2 provided that in no case shall a teacher be credited with more than one (1) year of seniority in any school year.
- c. When the seniority of two (2) or more teachers is equal pursuant to Article C.2.8.a and b of this Agreement, the teacher with the longest period of continuous teaching time with the Board shall be deemed to have the greatest seniority.
- d. When the seniority of two (2) or more teachers is equal pursuant to Article C.2.8.c of this Agreement, the teacher with the greatest aggregate length of service as a continuing appointment teacher with a British Columbia school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- e. When the seniority of two (2) or more teachers is equal pursuant to Article C.2.8.d of this Agreement, the teacher with the greatest aggregate length of service as a continuing appointment teacher with any other Canadian school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority, and finally, any other school authority should be considered pursuant to this Agreement.
- f. When the seniority of two (2) or more teachers is equal pursuant to Article C.2.8.e of this agreement, the teacher with the earliest continuing appointment date to School District #87 (Stikine) shall be deemed to have the greatest seniority.

- g. For the purposes of this Agreement a continuity of service shall be deemed not to have been broken by an approved leave of absence.
- h. A teacher whose job is terminated pursuant to this Agreement, then subsequently re-engaged pursuant to Article C.20.3 of this Agreement, shall retain previously accumulated seniority unless severance pay is accepted.
- i. Where either a part-time continuing teacher or a continuing teacher is re-engaged pursuant to Article C.20.3 of this Agreement accepts a temporary assignment, the temporary service will count towards seniority pursuant to this Article.

9. Seniority List

- a. The Board shall maintain an active up-to-date seniority list of all teachers on continuing appointment employed by the Board in order of seniority calculated according to Article C.2.8 of this Agreement setting out the length of seniority as of September 1st of that year. This list shall be forwarded to the Local by October 15 of each 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.20 LAYOFF, RECALL AND SEVERANCE PAY

### 1. Definitions of Qualifications

- a. Necessary qualifications for the purposes of this Article shall mean "necessary qualifications and suitability" as defined below.

In this Article "necessary qualifications and suitability" shall consider the following:

- i. certification;
  - ii. recent experience in a similar assignment;
  - iii. academic preparation - suitability of major and minor subject fields, program concentrations and subsequent training;
  - iv. necessary quality of service as reflected in reports from Administrators and the Superintendent (or designate);
  - v. past performance judged from contacts made with the referee's name by the applicant, one of which should include the applicant's last supervisor;
  - vi. contributions to the school district.
- b. Necessary qualifications and suitability shall be solely decided by the Superintendent of Schools.

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

- a. When the Board, after consultation with the Local with regard to the reasons for the proposed reduction of the total number of teachers, finds it necessary to reduce the total number of teachers employed by the Board, the teachers to be retained shall be those who have the greatest seniority, provided they have the qualifications for the positions available as defined in Article C.20.1 of this Agreement.
- b. The Board shall give each teacher it intends to terminate pursuant to this Article at least thirty (30) days notice in writing to be effective for a December 31st or a June 30th termination, and the notice shall contain the reason(s) for this termination. A list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority shall be forwarded to the Local, and the teacher(s) who have been served notice.

### 3. Teachers' Rights of Re-engagement

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provisions of this Agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this Agreement, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this Agreement. A continuing teacher, who is laid off and has accepted a temporary appointment with the Board, shall be returned to the recall list at the conclusion of the temporary appointment with full rights and seniority.
- b. A teacher who is offered re-engagement pursuant to Article C.20.3.a of this Agreement shall inform the Board within forty-eight (48) hours whether or not the offer is accepted.
- c. The Board shall allow ten (10) days from an acceptance of an offer pursuant to Article C.20.3.b of this Agreement, 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 period shall not exceed thirty-one (31) calendar days.

A teacher's rights to re-engagement under this Agreement is lost if:

- i. the teacher elects to receive severance pay pursuant to Article C.20.6 of this Agreement,
- ii. the teacher refuses to accept two (2) different positions of equal or greater percentage of full-time for which the teacher possesses the necessary qualifications. A teacher attending university on a full-time basis or unable to teach due to pregnancy, may reject, without prejudice, an employment offer if the commencement date is inappropriate.
- d. Whenever possible, upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the Board if they held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing contract pursuant to this Agreement. Acceptance of a temporary position with the Board does not affect a teacher's continuing appointment status.

### 4. Re-engagement List

- a. The Board shall maintain a re-engagement list. Copies of this list shall be sent to the Local by October 15 of each year.

- b. It shall be the responsibility of the teacher to notify the Board and the Local of any change of address.
- 5. Sick Leave
  - a. A teacher re-engaged pursuant to this Agreement shall be entitled to all sick leave credit accumulated at the date of termination unless severance pay is accepted pursuant to Article C.20.6 of this Agreement.
- 6. Severance Pay
  - a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed for proper cause in accordance with this Agreement may elect to receive severance pay by October 31st, following termination.
  - b. Severance pay shall be calculated at a rate of five percent (5%) of one year's salary for each year of service in School District #87 (Stikine) to a maximum of one (1) year's salary. Severance pay calculations shall be based on the teacher's salary at the time of their termination.
  - c. A teacher who receives severance pay shall be removed from the recall list.
  - d. A teacher who receives severance pay and is subsequently rehired shall retain any payment granted under the terms of this Article. Any subsequent severance payouts shall be calculated from the employees' most recent date of appointment.

## **ARTICLE C.21 EMPLOYMENT ON A CONTINUING CONTRACT**

- 1. All teachers appointed by the Board to the teaching staff of the District shall be appointed on a continuing contract of employment, except for temporary appointments made in accordance with the provisions of this Agreement.

## **ARTICLE C.22 DISCHARGE, SUSPENSION AND DISCIPLINE**

- 1. The Board shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
  - a. Where a teacher is under investigation by the Board for any cause, the teacher and the Local shall be advised immediately in writing of that fact and of the particulars of any allegations, unless substantial grounds exist for concluding that such notification would prejudice the investigation.
  - b. The Superintendent shall provide the teacher with seventy-two (72) hours notice prior to the investigation meeting provided for in Article C.22.1.c.

- c. The Superintendent may at their discretion hold an investigative meeting with the teacher involved.
  - d. If the Superintendent refers the matter to the Board, the teacher shall be notified at the earliest reasonable time and at least seventy-two (72) hours before any action is taken by the Board.
  - e. The teacher shall be advised of the right to be accompanied by a representative of the Local, in writing, at any interview or meeting between the Board or Superintendent and the teacher in conjunction with such investigation or discipline.
- 2. In accordance with Section 15.4 of the *School Act*, where a teacher has been charged with a criminal offence and the board believes that the circumstances created by it render it inadvisable for the teacher to continue their duties, the Board may suspend the teacher.
  - 3. In accordance with Section 15.5 of the *School Act*, where the Board considers that the presence of a teacher in a school would be dangerous or harmful to the pupils, the Board may suspend the teacher with or without pay.
  - 4. Where the Board suspends a teacher referred to in Article C.22.2 or Article C.22.3 the Board shall advise the teacher of the reason(s) for the suspension prior to the meeting referred to in Article C.22.1.
  - 5. The teacher and their representative shall have an opportunity to make submission at the meeting referred to in Article C.22.1 and they shall be entitled to hear all the evidence presented to the Board or Superintendent and to receive copies of all such documents.
  - 6. The decision of the Board shall be communicated to the teacher in writing, and shall contain a statement of the grounds for the decision.
  - 7. The Board shall not release to the media or the public, information in respect of the suspension or dismissal of a teacher, until the President, or designate, of the Local has been notified.
  - 8. Notwithstanding Article A.6 (Grievance Procedure) where a teacher has been dismissed, the teacher shall have the right to refer a grievance regarding the dismissal directly to Arbitration.
  - 9. Where a teacher has been suspended under Section 15(4) of the *School Act*, and at the final disposition of the matter, the teacher is not convicted of the offence, the teacher shall be reinstated with full pay for the period of suspension.

## **ARTICLE C.23      TERMINATION OF A CONTINUING CONTRACT BASED ON TEACHING PERFORMANCE**

1. The Board shall not dismiss a teacher for performance except where the Board has received three (3) reports indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
2. The reports shall be prepared pursuant to Article E.22 (Evaluation of Teaching Performance) of this Agreement and in accordance with the following conditions:
  - a. the reports have been issued in a period of not less than ten (10) months nor more than twenty-four (24) months;
  - b. the reports shall be written by two (2) different evaluators;
  - c. at least one of the reports shall be a report of the Superintendent of Schools or the Director of Education;
  - d. the reports shall be written independently.
3. Where a teacher receives a less than satisfactory report the Board may grant a leave of absence, at no cost to the Board, for up to one (1) year for the purposes of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than twenty (20) teaching days after the teacher has returned to teaching duties.
  - a. When such leave of absence is granted Article C.23.2.a shall not apply.
  - b. Teachers on this type of leave shall not receive an experience credit for the purpose of increments or seniority.
4. Where the Board intends to dismiss a teacher pursuant to this Article, it shall give thirty (30) days advance notice in writing of such intention to the teacher and the President of the Local. The teacher shall have the opportunity to meet with the Superintendent, or designate, and the Board within fourteen (14) days of such notice, and shall have the right to be accompanied by a representative at this meeting.

## **ARTICLE C.24      PART-TIME TEACHER'S EMPLOYMENT RIGHTS**

1. Part-time teachers employed by the Board, upon written application, shall receive consideration for vacant positions within the District.
2. Part-time teachers shall be required to participate in professional development activities to a minimum equivalent of the pro-rated teaching assignment. Anything beyond this minimum shall be at the teacher's professional discretion.

## **ARTICLE C.25      TEMPORARY TEACHER'S EMPLOYMENT RIGHTS**

1.      The Board shall appoint teachers on temporary contracts to any position temporarily existing or temporarily vacant.
2.      Temporary teachers employed by the Board, upon written application, shall receive consideration for vacant positions within the District.

## **ARTICLE C.26      TEACHER TEACHING ON CALL - HIRING PRACTICES**

1.      Each school Principal shall maintain a list of Teachers Teaching on Call (TTOC). Each school shall forward within ten (10) working days a copy of the list to the Local upon request.
2.      The school Principal shall not remove a person from the list of TTOCs, save for just cause.

## SECTION D WORKING CONDITIONS

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

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

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

Local language:

1. The Local and the Board recognize the difficulties in adhering to any class size and/or composition formula.

### ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

1. The Board and the Association agree that exceptional students shall be integrated into regular classrooms.
2. A school based team consisting of the Principal/Vice-Principal, Teachers, Learning Assistance teacher, Counsellor, and a District Staff Representative shall meet to consider relevant educational and medical information.
3. The receiving teacher has the right to be involved in the Individual Educational Program (IEP) for the student with exceptional needs who is to be included in their classroom. There shall be no requirement that the receiving teacher be solely responsible for the development of an IEP.
4. A teacher who is concerned about the physical environment or composition of their class is expected to bring those concerns to the attention of the principal of the school and the Local representative.
5. Step 1: The teacher shall meet with the principal, with or without another member of the school staff, to resolve or to improve the situation.

Step 2: In the event that the concern of the teacher is not resolved at step 1, then the teacher, together with a Local representative shall meet again with the Principal and the Superintendent or Designate in order to resolve the concern.

Step 3: In the event that the concern of the teacher is not resolved at Step 2, the teacher and Local shall meet with the school board to further attempt to resolve the concern.

6. The parties accept the principle that solutions shall be sought within available resources before requesting additional resources in staff.
7. Additional resources shall be sought only after all other alternatives have been carefully examined.
  - a. Following agreement, the teachers shall assist in the implementation of any organizational changes in the reallocation of resources within the school or district which may be deemed to be necessary to resolve the concern.
  - b. These changes may include a more equitable distribution of students to classes, a change in the composition of the class or classes, a change to the physical environment, or the provision of adequate support services.
  - c. In some cases all or a combination of these factors may be necessary. In any case, both parties shall endeavour to implement a solution even though other teachers or other staff may be affected and may object.

### ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

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

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

| Position                                                       | Ratio                 | Source of ratio         |
|----------------------------------------------------------------|-----------------------|-------------------------|
| Teacher Librarian                                              | 1:702 students        | LOU No. 12              |
| Counsellors                                                    | 1:693 students        | LOU No. 12              |
| Learning Assistance Teachers (LAT)                             | 1:504 students        | LOU No. 12              |
| Special Education Resource Teachers (SERT)                     | 1:342 students        | LOU No. 12              |
| English Second Language (ESL)/ English Language Learning (ELL) | 1:74 ESL/ELL students | Former LOU No. 5 (2000) |

### ARTICLE D.4 PREPARATION TIME

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

[See Article D.30 for additional preparation time provisions]

### 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      TEACHER ASSIGNMENT**

1. In determining a teacher's assignment, the following criteria shall be taken into consideration:
  - a. The number of students with learning disabilities or emotional disorders
  - b. The total student population
  - c. The number of grades taught
  - d. The number and range of courses offered
  - e. General student ability and background
  - f. The number of teacher-student contacts per week
  - g. The number of teacher preparations per school year
  - h. The needs of beginning teachers
  - i. Staff qualifications, training and experience
  - j. Teacher preferences wherever practical
  - k. Equitable distribution of workload
  - l. All other things being equal, seniority
2. Teacher assignments shall, whenever practical, be determined by the Principal / Vice Principal in consultation with the school staff.
3. The Local recognizes that the Principal of a school makes the final decision in determining a teacher's assignment in that school.

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

1. Instructional days shall be scheduled between August 1st and June 30th.
2. As with past practice, if any stakeholder group does not agree to a local calendar proposal, the Ministry Calendar will be the default calendar for that school. Stakeholders are: CUPE, the Local, Local First Nations Band, the Board, Administrators and Parent Advisory Committees.
3. No employee shall suffer economic or other contractual disadvantage as a result of the implementation of a local school calendar, nor will a teacher be required to work more instructional days in total for the school year than would be required under the annual school calendar established by the Ministry.

## **ARTICLE D.22 EXTENDED DAY/SHORTENED WORK WEEK**

1. Where a school has elected a long extended day with a shortened work week the following interpretations of a work day and rate for employees shall apply.
  - a. Morning and afternoon shall constitute one half day regardless of whether the day is extended or not.
  - b. The teaching staff's work day is recognized as one full day per week regardless of the length of time scheduled, be it a regular or an extended day.

## **ARTICLE D.23 SUPERVISION DUTIES**

1. Teachers shall not be required to supervise during the school's regularly scheduled noon intermission.
2. Should the Board be unable to employ a noon-hour supervisor after advertising the position for two weeks then the teaching staff shall assume the supervision responsibility.
  - a. No teacher shall be required to supervise more than one- half hour per week under Article D.23.2.
3. The supervision funds generated by the staff carrying out the noon hour supervision may be utilized by the staff committee to purchase teacher professional development materials, teacher release time for school initiated projects, in school aide time or finance school initiated professional development projects.
4. These funds will be payable upon request but no more frequently than once a month to the school Non Public Funds account.

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

1. In this Agreement, extra curricular programs and activities include all those that are beyond the Provincially prescribed and locally determined curricula of the School District.
2. The Board agrees that all extra curricular activities are voluntary.
3. Extra curricular activities shall not form part of a job posting.

#### **ARTICLE D.25      NON-AVAILABILITY OF TEACHERS TEACHING ON CALL**

1. Teachers shall not be required except by mutual agreement with the Principal / Vice Principal and/or the absent teacher to:
  - a. perform the tuition or instructional duties of a teacher who is absent
  - b. supervise the students of a teacher who is absent except in emergency situations.

#### **ARTICLE D.26      TEACHER TEACHING ON CALL**

1. A Teacher Teaching on Call (TTOC) covered by this agreement, who is requested to assume the duties of a regular teacher, shall be called out for a minimum of a full morning or a full afternoon, unless the TTOC requests a shorter working period.
2. A TTOC has completed their assignment may volunteer to perform other duties.

#### **ARTICLE D.27      STAFF MEETINGS**

1. At least seven (7) days' notice of regular staff meeting shall be given.
2. An agenda of items to be considered shall be available three (3) days prior to the scheduled meeting.
3. All staff members shall have the right to request the inclusion of specific items on the staff meeting agenda.
4. All school staff meetings shall be held between the hours of 8:00 A.M. and 5:00 P.M. and during the normal instructional week. Except for emergency reasons, staff meetings shall not be held during recess periods and lunch hours.
5. Written minutes of staff meetings shall be kept and circulated to all staff members within five (5) days.

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

1. The Board shall ensure that each worksite has availability to access the Industrial Health and Safety Regulations of the *Workers' Compensation Act [RSBC 1996] Chapter 492*.
2. Health and Safety Committees within the District shall be established by the employer to assist in creating a safe and healthful place of work and learning in accordance with Part 3, Division 4, Section 125 - 140 of the *Workers' Compensation Act [RSBC 1996] Chapter 492*.
3. When required the health and safety committee shall be composed of members chosen by and representing the Local, CUPE and the employer. In no case shall the employer's representatives outnumber those of the employees.
4. The committee shall recommend measures required to attain compliance with the *School Act*, the *Workers' Compensation Board of B.C. Act* and the Occupational Health and Safety Regulations and the correction of hazardous conditions.

## **ARTICLE D.29      HOME SCHOOLING**

1. Any student who requires home schooling for an extended period of time will receive educational services from a teacher specifically assigned to those duties.
2. If a regular classroom teacher is assigned to the student(s) in Article D.29.1, they shall have their teaching assignment adjusted to reflect the time necessary to offer such services.

## **ARTICLE D.30      INSTRUCTIONAL/PREPARATION TIME**

1. The instructional time shall be twenty-five (25) hours per week for full time elementary teachers and twenty-seven and one half (27.5) hours per week for full time secondary teachers.
2. Each 1.0 F.T.E. primary and early intermediate program teacher shall be entitled, in each five (5) day week, to one hundred (100) minutes [one hundred and ten (110) minutes effective June 30, 2019) of time free from instructional and supervisory duties during the school day exclusive of recess and the noon intermission.
3. Each F.T.E. late intermediate and graduation program teacher shall be entitled, in each five (5) day week, to a minimum of one-hundred- ninety (190) minutes of time free from instructional and supervisory duties the school day exclusive of the noon intermission.
4. Each part-time teacher of a 0.5 F.T.E. or greater assignment shall be entitled, in each five (5) day week, to a prorated allocation of time free from instructional and supervisory duties during the school day exclusive of recess and/or the noon intermission.

5. Each teacher teaching an assignment, of 0.5 F.T.E. or greater, comprised of both elementary and secondary classes, shall be entitled, in each five (5) day week, to a prorated allocation of time, based on the elementary and secondary component of their assignment, free from instructional and supervisory duties during the school day exclusive of the noon intermission.
6. When scheduling makes a preparation time assignment impractical, the salary of the teacher shall be increased on a prorated basis.

## **ARTICLE D.31      SATELITE PROGRAMS**

1. For each F.T.E. assigned to a school for the Satellite Program, the Administrator, in consultation with the school staff, will schedule educational services that shall not exceed 35 hours per week.
2. Educational services shall include:
  - a. contact with students to monitor and/or instruct educational programs;
  - b. travel time;
  - c. development, accumulation and coordination of resources to support the individual education programs of the student;
  - d. where applicable, assist in supporting the educational needs of students covered by Education Service Agreements;
  - e. staff meetings;
  - f. record keeping, and report card writing;
  - g. other activities associated with the Satellite Program.
3. Travel Expenses shall be reimbursed in accordance with District Policy, including travel, accommodation and meals.
4. The Board agrees to pay the difference between "Business Insurance" and "To and From Work Insurance" or "Pleasure Insurance" as provided by I.C.B.C. if required to use a personal vehicle in the course of their assigned duties.
5. Satellite teachers shall have the right to leave or to refuse to work at a job or on a work site which the teacher believes is unsafe, unhealthy, or that exposes the teacher to an infestation or contagious disease, and shall advise their supervisor immediately.

## **SECTION E      PERSONNEL PRACTICES**

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

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

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

#### **General**

1. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment, including harassment based on the grounds in the *Human Rights Code* of BC.
2. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include:
  - a. counselling;
  - b. courses that develop an awareness of harassment;
  - c. verbal warning, written warning, transfer, suspension or dismissal.
3. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.

4. There will be no harassment and/or discrimination against any member of the local because they are participating in the activities of the local or carrying out duties as a representative of the local.
5. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
6. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

## **Definitions**

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

## Resolution Procedure

### 9. Step 1 – Informal Resolution Process

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

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

### 10. Step 2 – Formal Complaint Process

- a. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- b. The complaint should include a description of the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- c. The complainant may request that the employer consider an alternative dispute resolution process to attempt to resolve the complaint.
- d. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.

- e. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

11. Step 3 – Formal Resolution Process

- a. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.10.a. The employer may request further particulars from the complainant, including information about any requested alternative dispute resolution process. Upon the conclusion of such a review, the employer shall:
  - i. initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.11.c below, or;
  - ii. recommend mediation or other alternative dispute resolution processes to resolve the complaint.
- b. Should the complainant not agree with the process described in Article E.2.11.a.ii, the employer shall initiate an investigation. The employer shall provide notice of investigation.
- c. The investigation or other formal resolution process shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.
- d. The complainant may request an investigator, mediator or facilitator who:
  - i. is of the same gender as the complainant;
  - ii. is Indigenous, and/or has cultural knowledge and sensitivity if a complainant self-identifies as Indigenous;
  - iii. is a person of colour if the complainant is a person of colour.

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

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

## Remedies

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

## Training

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

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

18. The awareness program shall include but not be limited to:
  - a. the definitions of harassment and sexual harassment as outlined in this Agreement;

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

## **ARTICLE E.20 POSTING AND FILLING VACANT POSITIONS**

1. "Vacancy" for the purpose of this Article, shall mean an existing or newly created teaching position to which a teacher is not assigned, and for which all teachers in the district are eligible to apply. Continuing vacancies that arise mid-year will be posted as temporary for the balance of the year and reposted as continuing in the spring for the following year.
2. Teachers, through the school staff committee, may provide input to the Principal / Vice Principal of the school regarding the determination of the instructional staffing needs in their school.
3. All known vacant teaching, administrative and special responsibility positions within the District shall be posted and advertised for at least seven (7) calendar days in all schools in the district.
4. Internal applicants with the necessary qualifications shall be assigned to posted teaching positions on the basis of seniority.
5. A teacher with a continuing full-time assignment, continuing part-time assignment, or a temporary assignment will not be considered for temporary vacancies. Exceptions will be at the discretion of the Superintendent.
6. If a vacancy occurs while school is not in session, the district administration shall make a reasonable attempt to contact those district teachers who have expressed an interest in changing positions. The Board will keep on file a list of teachers, phone or fax contact numbers and the position(s) in which they are interested.
7. It is the responsibility of teachers interested in an anticipated opening, and not at their normal residence, to notify the district administration in writing of an address or telephone number where they may be contacted.

8. Whenever practicable, a school staff member shall have input into the selection of new Principal / Vice Principal(s) in their school.

## **ARTICLE E.21 BOARD INITIATED TRANSFERS**

1. The Board may transfer a teacher from one assignment to another at any time by giving at least seven (7) days notice in writing. Such notice shall include the reasons for the transfer.
2. In the interests of employer-employee harmony, the Board shall endeavour to limit notification of such transfers to the periods May 1 - June 15, and September 15 - October 31.
3. Within seven (7) days of receiving notice of the transfer the teacher may request a meeting with the Superintendent to appeal the decision.
4. In the event that a teacher initiates a grievance with regards to a transfer, and the decision resulting from this process upholds the transfer order, the teacher upon written or verbal notification, may immediately resign.
5. In the event that the Board initiates a transfer involving a change of community of residence, the teacher shall be granted leave of absence with full pay and benefits to complete the move, providing the transfer does not occur during the summer vacation. Such leave shall not exceed five (5) days and may be appended to Christmas and Spring Breaks.
6. Any teacher who has been transferred pursuant to this Article shall not be subject to a further Board initiated transfer for two school years.

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

1. The purpose of supervision and evaluation is to promote and reinforce good instruction.
2. An evaluation of a teacher may be conducted at any time by a supervisor or where the teacher and supervisor otherwise agree.
3. Evaluations shall be completed by the Superintendent of Schools, the Director of Curriculum and Instruction, or the Principal / Vice Principal of the school in which the teacher is assigned.
4. In evaluating the performance of a teacher it is recommended that the following criteria be considered:
  - a. the teacher's knowledge of their pupils
  - b. the teacher's planning in relation to definite purposes and clear objectives

- c. the teacher's attempts to involve students in experiences and activities designed to develop skills and stimulate thought, with due consideration for individual differences
  - d. the teacher's provision of opportunities for questions, speculations and originality
  - e. the teacher's endeavours to keep their knowledge current and their teaching techniques effective in the subject areas they teach
  - f. the teacher's classroom management practices with regard to educational objectives
  - g. the teacher's relationship with pupils
5. In evaluating teaching performance for the purposes of a report the following shall apply:
- a. The teacher shall be given a copy of any Board policy or the supervisory plan for the District dealing with evaluation criteria at least four (4) weeks prior to the first visitation.
  - b. An evaluation leading to a report shall be based on a minimum of three (3) classroom visits nor more than six (6) formal classroom visits, which should include the criteria outlined in Article E.22.4, as well as the teacher's general and professional performance in the school. The teacher and the evaluator shall select two (2) observation times by mutual consent, each observation being within a two (2) week time frame designated by the evaluator.
  - c. The teacher shall be notified at least four (4) weeks in advance that an evaluation is to be conducted and the evaluator shall discuss with the teacher the process by which the evaluation shall take place.
  - d. Each mutually agreeable visitation shall include:
    - i. a pre-observation conference;
    - ii. a classroom observation;
    - iii. a post-observation conference;
  - e. The evaluation process may also include one or more unscheduled visitations by the evaluator. Such visitations shall include a classroom observation and a post-observation conference.
6. In the post-observation conference, the evaluator's observations and impressions shall be provided to the teacher in the form of a written statement. Suggestions for improvement shall be included in the written statement. This post-observation conference shall normally occur within one (1) week of the classroom visit.

7. The teacher shall be given a draft copy of the report at least one (1) week prior to preparation of the final draft.
8. Within one (1) week of receipt of the draft report, the teacher may request a meeting with the evaluator to discuss the report. Such a meeting shall be arranged. The evaluator shall make every effort to ensure accuracy within the report prior to filing the final report.
9. The final report shall be given to the teacher normally one (1) month after the final observation and not later than May 15th.
10. Written reports shall normally include a reference to the teacher's prime area of assignment.
  - a. If the report does not cover all aspects of the assignment because all aspects have not been observed, this shall be noted in the report.
  - b. The report shall reflect any discrepancy between the teacher's assignment and their professional training.
11. In the event of a less than satisfactory report, the Board evaluator shall develop a plan of assistance in consultation with the teacher and staff representative and shall make it available to the teacher.
12. The teacher may submit a written commentary on any written report, which shall be attached to and filed with all copies of the report.
13. Nothing in this Article shall preclude:
  - a. any visits to the classroom by the Superintendent, or designate(s), at any time for supervision or any other purpose;
  - b. any communications from the Superintendent, or designate(s), to teachers in respect of their general or professional performance in the school;
  - c. when any of the processes set out in this Article are not appropriate to the nature of the teacher's assignment, (i.e. non-classroom assignment) the evaluator and the teacher shall seek agreement on the process that shall be followed. Should an agreement not be reached within a period of ten (10) working days, the decision of the evaluator shall be final.
  - d. the inclusion in any report of informal observations, and/or comments about a teacher's performance in the months of September and June.

14. Positions of special responsibility shall include, but are not limited to, the position of District Resource Centre Librarian.
  - a. Article E.22.1 to Article E.22.13 shall apply to the evaluation of teachers assigned to positions of special responsibility. The specific evaluative criteria shall be decided in discussions between the teacher and the evaluator.

## **ARTICLE E.23      PERSONNEL FILES**

1. There shall be only one personnel file including electronic files for each teacher, maintained at the district offices.
2. A teacher shall have the right to request to have access to and review their personnel file. No items may be removed from the file at the time of viewing, however, the teacher may request copies of items in the file. The following conditions apply:
  - a. viewing shall be by prior appointment;
  - b. the file normally may be viewed not more than once per calendar year, but may be viewed at any time a teacher files a grievance;
  - c. the viewing will be done in the presence of an official designated by the Secretary Treasurer.
  - d. if requested by a teacher in a community other than Dease Lake, the file will be sealed and transported to the teacher by a member of Management next time they visit the school. The file will be returned to the Board office when the management member leaves the school and returns to Dease Lake.
3. The Board agrees that only factual material and material relevant to the employment of the teacher shall be maintained in personnel files
4. Personnel files, regardless of storage format, shall not be made available to any person except the Superintendent, the Secretary Treasurer, Board Office staff, Principal / Vice Principal(s) or the teacher, except upon written request of the teacher, or as required by law.
5. Information in personnel files may be made available to the Board at the professional discretion of the Superintendent or by motion of the Board. The teacher shall receive written notice within seven (7) working days when such action has taken place.
6. Any teacher's file kept at the school shall be kept in a locked file cabinet or cupboard.
7. Any teacher file kept at the school shall be destroyed on the teacher's departure from the school.

## **ARTICLE E.24 NO DISCRIMINATION**

1. The Board agrees that there shall be no discrimination or a demonstration of prejudice exercised or practiced with respect to the hiring of employees, nor with respect to the treatment of employees in the administration of this collective agreement for any reasons including those provided for by any provincial or federal statute or act that may exist now or in the future, nor by reasons of membership in the Local.

## **ARTICLE E.25 RACE RELATIONS**

1. The Board and the Local agree that all personnel employed by School District #87 (Stikine) work with students to encourage and create a continuing atmosphere of racial and ethnic harmony both inside and outside the school community.
2. The Board and the Local do not condone and will not tolerate any expressions of racial and/or ethnic bias in any form by the trustees, school district employees or students. Any written allegation of racism shall be investigated by the Superintendent and the results reported to the Board and the person reporting the incident.

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

1. Where a teacher has been falsely accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, the teacher shall be assisted by the Board in assuring a successful return to teaching duties.
2. This assistance may include:
  - a. leave of absence with or without pay
  - b. opportunity for transfer to vacant teaching positions within the district
  - c. the provision for a public statement by the Board.

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

1. Where a pupil and/or parent/guardian files an appeal under the *School Act* (Section 11) and the Board Bylaw of a decision of an employee covered by the Agreement, or in connection with or affecting such an employee:
  - a. the employee shall immediately be notified of the appeal and shall be entitled to receive all documents relating to the appeal;
  - b. the employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Local; and
  - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.

## **SECTION F      PROFESSIONAL RIGHTS**

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

Article F.1.1 and F.1.2 does not apply in School District No.87 (Stikine).

3.      Upon ratification in each subsequent round of bargaining, where Article F.1.1 does not already apply, then Article F.1.2 will be implemented as part of the melding process.

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

1.      Teachers shall be a key agent in the implementation of educational change.
2.      The Board agrees that implementation of educational changes requires an understanding of the concept/value/procedure of the implementation.

### **ARTICLE F.21      PROFESSIONAL DEVELOPMENT**

1.      The Board shall pay an annual amount of \$30,000.00 into a fund administered by the Local specifically for the purpose of professional development activities.
2.      The full amount shall be issued by September 30th of each school year.
3.      The Professional Development Committee shall provide an accounting of the fund to the Secretary Treasurer by May 31st.
4.      A surplus may be carried forward into the next year's fund. Any surplus from the Pro-D account retained by the Local must be used specifically for the purpose of professional development.
5.      The cost of Teachers Teaching on Call, up to a maximum of three (3) substitute days per approved application, for those teachers granted professional development leave of absence shall be borne by the Board and shall be in addition to the Board's regular contributions to the Professional Development Fund.
6.      All applications for professional development leave must be approved by both the school Principal and the Superintendent.

## **ARTICLE F.22      NON-INSTRUCTIONAL DAYS**

1. The Board shall approve such non-instructional days for professional school-based activities as are sanctioned by the school staff and the Principal of that school. Such requests for approval must be submitted to the Superintendent at least sixty (60) days prior to the activity.

## **ARTICLE F.23      ACCREDITATION/SCHOOL ASSESSMENT**

1. The Board and the Local agree that evaluation of programs and their implementation is beneficial to the continued provision of quality education in the District. It is acknowledged that an external evaluation or assessment requires increased duties for teachers.
2. Prior to undertaking accreditation, the school staff (inclusive of the school Principal / Vice Principal(s)) shall:
  - a. Establish goals and objectives of the accreditation process.
  - b. Make recommendations on the resources which it believes should be committed to the process. Such Recommendations may include, but are not limited to:
    - i. staff release time
    - ii. clerical support
    - iii. appropriate technology
  - c. Such recommendations shall not be unreasonably denied.
3. If an external team is required, the staff and the Principal shall be consulted on the final make-up of the external review team.
4. The Board shall ensure that all funds and resources available from the Ministry in support of the accreditation shall be dedicated to the process.
5. The Board shall ensure that the implementation monies for the school growth plan received from the Ministry be used for that purpose.

## **ARTICLE F.24      PROFESSIONAL AUTONOMY**

1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice have individual professional autonomy in determining the methods of instruction, and the planning and presentation of course materials in the classes of pupils to which they are assigned.
2. This professional autonomy shall not derogate from the rights and responsibilities of Administrators and the Superintendent, to supervise, evaluate and to provide professional opinions, both formally and informally, on the professional performance of teachers.

## **SECTION G      LEAVES OF ABSENCE**

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

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

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

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

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

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

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

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

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

[See also Article G.29 Emergency Leave for Family Illness for short term compassionate leaves of up to five days.]

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

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

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

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

[See also Article G.29 Emergency Leave for Family Illness for short term compassionate leaves of up to five days.]

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

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

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

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

- a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, former ward or guardian or their spouses;
  - b. in relation to an employee's spouse or common-law partner or same-sex partner:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
4. Any and all superior provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.

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

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

#### *Implementation:*

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

[Note: See also Article G.30 Discretionary Leave.]

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

**PCA Article G.6 does not apply in School District 87 (Stikine).**

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.

[Note: G.6.1.b applies for the purposes of article A.10 only.]

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

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

## **ARTICLE G.8 TTOCs - CONDUCTING UNION BUSINESS NEGOTIATING TEAM**

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

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

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

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

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

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

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

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

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

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

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

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

[See Article G.21 Maternity Leave, for leave provisions]

## **ARTICLE G.20      SICK LEAVE**

1. It is recognized that the purpose of sick leave is to provide sick leave benefits, as set out in this Article, for teachers who are unable to work due to illness of the teacher.
2. Teachers shall be entitled to all sick leave credits earned in the employ of the Board but not used at the date of signing this contract.
3. Sick leave is earned at a rate of one and one-half (1 1/2) days for each month taught by the teacher in the service of the Board.
4. Part time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.
5. Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
6. There is no maximum number of days of sick leave that may be accumulated.

7. Fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. If a teacher ceases to be employed by the Board prior to the end of a school year, any sick leave days which were used but not earned shall be repaid to the Board by the teacher.
8. Each teacher shall receive on or before October 15th an annual accounting of their accumulated sick leave.
9. The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed 120 (one hundred and twenty) days.
10. After five (5) consecutive days or absence, the board may require a teacher to provide a medical certificate confirming the reason for the absence.
11. If a teacher resigns or is laid off from the Board's employ and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit of the balance of all sick leave remaining to a teacher's credit at the time of the teacher's resignation or layoff less any sick leave credit transferred to another B.C. School District provided that they have not previously accepted a severance payout.
12. Refer to PCA Article G.1 for porting of sick leave to/from other school districts.

## **ARTICLE G.21 MATERNITY LEAVE**

1. Maternity leave shall be granted in compliance with Part 6 Pregnancy Leave - *Employment Standards Act* of British Columbia.
2. An employee, on their written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of a child, is entitled to a leave of absence from work, without pay, for a period of 18 consecutive weeks or a shorter period if the employee requests, commencing 11 weeks immediately before the estimated date of birth or a later time the employee requests.
3. Provided a teacher has forwarded medical proof of pregnancy, maternity leave without pay shall be granted upon request of the teacher.

[See Article G.12 Maternity/Pregnancy Leave Supplemental Employment Benefits, for provisions on supplemental employment benefits]

4. Maternity leave shall be without pay. The teacher shall be entitled to continuation of all eligible employee benefits, per the *Employment Standards Act* of British Columbia.
5. Maternity leave shall be counted for salary purposes, as teaching services with the Board where the period of leave does not exceed 18 weeks as per the *Employment Standards Act* of British Columbia.

6. A request for a shorter period under subsection (2) must be given in writing to the employer at least one month before the date that the employee indicates they intend to return to work and the employee must furnish the employer with a certificate of a medical practitioner stating that the employee is able to resume work.
7. In the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may, as per Article G.21.6, return to duty earlier than provided in the agreed leave.
8. A terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act* and the maternity leave provisions of this policy.

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

1. A teacher who has been granted a Maternity Leave, as per Article G.21 may be granted an Extended Maternity Leave upon the submission of a written application to the Superintendent of schools. This application should state the estimated starting and ending dates of the leave.
2. Maternity Leave in excess of the terms outlined in the *Employment Standards Act* shall be granted without pay and benefits and without security of assignment to a specific position, and the date of termination of the maternity leave shall be subject to a suitable position in the same community being available for reassignment. This leave may be granted for a period of up to one year.
3. It is the responsibility of the teacher to advise the Superintendent, in writing of their availability for reassignment and their teaching preferences, at least four (4) months prior to the expiration of the maternity leave.
4. If the position previously held does not exist, the Principal / Vice Principal, in consultation with the teaching staff of the school and the returning teacher, shall develop a teaching assignment for the returning teacher which includes any remaining elements of the position previously held.
5. The Superintendent shall attempt to satisfy the teacher's preferences, but failing that, the teacher shall be notified of any positions in the district for which they are deemed to be suitably qualified.

## **ARTICLE G.23      PARENTHOOD LEAVE**

1. A teacher who is a parent may be granted a leave of absence with loss of full pay for up to thirty (30) school days to carry out their parental duties.
2. If both parents are teacher employees of the Board, only one parent is eligible for the leave of absence.

3. In extraordinary circumstances arising out of unique situations the Superintendent of Schools may recommend that such leave be extended to the end of the current school year.
4. Parenthood leave shall not be permitted to bridge two consecutive school years.

#### **ARTICLE G.24 EXTENDED PARENTHOOD LEAVE**

1. An employee who is granted a pregnancy or parental leave pursuant to Part 6 of the *Employment Standards Act* may be granted an extended parenthood leave upon submission of a written application to the Superintendent of Schools. The application shall state the estimated starting and ending dates of the leave.
2. Extended parenthood leave may be up to one year.
3. It is the responsibility of the employee to advise the Superintendent, in writing, of their availability for reassignment and their teaching preferences, at least four (4) months prior to the expiration of the extended parenthood leave.
4. If both parents are employees covered by this agreement, only one parent is eligible for this leave of absence.

#### **ARTICLE G.25 PATERNITY LEAVE**

1. A teacher who is a prospective father shall be granted a leave of absence with full salary at the time of his spouse's confinement. Such leave is not to exceed three (3) school days.
2. Reasonable travel time shall be added to the leave with loss of full pay.

#### **ARTICLE G.26 ADOPTION LEAVE**

1. A teacher shall be granted leave of absence on the occasion of their adoption of a child.
2. The leave shall be granted with full pay up to a maximum of five (5) working days.
3. If both parents are teachers, each parent may be entitled to the leave.
4. Adopting parents shall be granted leave, with loss of full pay, to attend such interviews and inquiries as are requested by the adoption agency.
5. Following the adoption, an extended leave of six (6) weeks may be granted, with loss of pay, to one parent for the purpose of family establishment.

## **ARTICLE G.27      JURY DUTY**

1. A teacher shall be granted a leave of absence with full salary for the days during which they are required to be in attendance for jury duty or in the capacity of a witness for the court.
  - a. Any remuneration of indemnity which the teacher receives as a result of attendance at such proceedings, shall be assigned and paid to the Board.
  - b. Leave applications must be accompanied by a copy of the subpoena or summons for jury duty.

## **ARTICLE G.28      EXTENDED EDUCATIONAL LEAVE**

1. This leave may be granted at the discretion of the Board.
2. Extended leave may be granted to a teacher wishing to further their educational/professional qualifications and who has a minimum of four (4) years continuous service in the District. Consideration may be granted to a reduced service requirement, but in no case would this be less than a period of three (3) years continuous years of service.
  - a. This leave shall be granted without pay. The teacher will be guaranteed the same position in the same school at the conclusion of the leave.
  - b. If the same position does not exist, the Principal / Vice Principal, in consultation with the teaching staff of the school and the returning teacher, shall develop a teaching assignment for the returning teacher which includes any remaining elements of the position previously held.
3. Application for this leave shall be made not less than four (4) months in advance of the expected date for commencement of the leave.
4. The teacher shall be entitled to a continuation of all eligible employee benefits provided that such continuation shall be at no cost to the Board. Upon the successful completion of a Board approved program of studies and the completion of one more year in the employ of the Board the teacher shall be reimbursed the full cost of the benefits as per Article G.28. Such reimbursement will be made prior to June 30 of the school year in which the employee returns to the District.
5. It shall be the responsibility of the teacher to advise the Superintendent in writing of their intentions to return to the position previously held not less than four (4) months prior to the expiration of the leave.
6. A teacher who fails to notify the Superintendent in writing of their intention to return to the position previously held, by the specified date, will be deemed to have resigned from School District #87 (Stikine).

7. Upon successful completion of an approved course of studies, teachers on this leave shall receive an experience credit for the purpose of increments.
8. Teachers on this leave shall receive an experience credit for the purpose of seniority.

## **ARTICLE G.29 EMERGENCY LEAVE FOR FAMILY ILLNESS**

1. A teacher shall be granted a leave of absence with full salary for up to five (5) days in the event of a critical illness in the immediate family.
2. Immediate family is as defined as a spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any other person living within the same household as the employee.

[See also PCA Article G.2 Compassionate Care Leave for leaves in excess of five days, and Article G.3 for Employment Standards Leaves]

[Note: See also Article G.4 Bereavement Leave.]

## **ARTICLE G.30 DISCRETIONARY LEAVE**

1. Continuous employment shall mean the number of years of employment of the teacher dating from the most recent starting date in the School District and shall include all leaves within that period. However, leaves other than those specified in Article C.2.8.a may not be used to accumulate service for the purpose of calculating the number of discretionary days available to a teacher.
2. Within the first year of employment a teacher shall receive one half (1/2) day's leave with pay for personal reasons.
3. A teacher who has accumulated one (1) years of continuous employment within the district shall be granted one (1) day's leave with pay per school year for personal reasons.
4. A teacher who has accumulated two (2) years of continuous employment within the district shall be granted two (2) days leave with pay per school year for personal reasons.
5. A teacher who has accumulated three (3) years or more of continuous employment within the district shall be granted three (3) day's leave with pay per school year for personal reasons.
6. Principals may approve the leave but must notify the Superintendent as soon as possible.

7. Teachers shall submit a letter of referral from their family doctor, or a letter from the examining doctor, in order to be eligible to charge medical appointments to sick leave. If these conditions are not met the teacher shall be charged a discretionary day or assessed a day's leave with loss of full salary.
8. Discretionary days may not be used to extend the school vacation periods of Christmas, Spring Break and Summer except with the approval of the Superintendent.  
  
\* For the purpose of this clause, "days leave" shall be based on the teacher's current assignment. e.g. .5 F.T.E. = .5 day; 1.0 F.T.E. = 1.0 day.
9. This leave is to be noncumulative.
10. This leave shall be utilized prior to requesting Superintendent's discretionary leave or extensions to other leaves.

[Note: See also Article G.5 Unpaid Discretionary Leave.]

#### **ARTICLE G.31 LEAVE FOR ELECTIVE OFFICE AND COMMUNITY SERVICE**

1. A teacher may be granted a discretionary leave, for the period preceding the election, without pay but with the continuation of benefits when as a candidate, they are contesting a municipal, regional, provincial or federal election.
2. A long term leave of absence shall be granted without pay or benefits on request of a teacher should they be elected as a result of such a candidacy in a provincial or federal election. Such leave shall not exceed one (1) term of office.
3. Teachers involved in a Community Service may be granted, at the full cost of a Teacher Teaching on Call, a leave of absence up to a maximum of three (3) days in any one school year.

#### **ARTICLE G.32 WORKERS' COMPENSATION BOARD LEAVE WITH PAY**

1. All monies received by a teacher by way of compensation for loss of wages under the Occupational Health and Safety Regulations shall be paid to the Board in return for which the Board shall pay the teacher the full amount of their wages to which they would have been otherwise entitled, but for the compensatable workplace related injury or occupational disease suffered or incurred, up to a maximum of two (2) months.
2. A teacher shall not be required to use their sick leave credits for time lost.
3. Following the receipt of a full two (2) months payment from a Workers' Compensation Board claim, the teacher may elect to use their eligible sick leave at a rate of .25 sick days for every continued day away from work until such time as the Workers' Compensation Board stops payments on behalf of the employee.

## **ARTICLE G.33      DEFERRED SALARY LEAVE PLAN**

1. The Board agrees to continue a Deferred Salary Leave Plan between itself and the Stikine Teachers' Association enabling District teachers with three (3) years seniority in the District to plan and finance a one (1) year leave of absence from the District. Teachers with less than (3) three years of seniority may apply, but must take the leave no earlier than after accumulating (3) three years seniority.
  - a. The Board shall approve up to four (4) district leave requests per school year on a first received, first approved basis. No more than two (2) teachers per school shall be on leave in any school year.
2. The self-funded leave plan shall be administrated on an ad hoc basis by members of the Local participating in the program and Board representatives. This committee shall discuss issues relating to finance and administration of the program. Should changes be necessary to the plan wording itself the Local shall be involved.
3. The teacher shall be entitled to a continuation of all eligible employer benefits provided that such continuation is at no cost to the Board.
4. The intent of the leave is determined by the teacher.
5. Should the teacher choose to use the leave for a Board approved program of studies and upon successful completion of those studies and the completion of one more year in the employ of the Board, the teacher shall be reimbursed the full cost of the benefits as per Article B.11.3. Such reimbursement shall be made prior to June 30th of the school year in which the employee returns to the district.
  - a. The teacher shall be guaranteed the same position in the same school at the conclusion of the leave.
  - b. If the position previously held does not exist, the Principal / Vice Principal, in consultation with the teaching staff of the school and the returning teacher, shall develop a teaching assignment for the returning teacher which includes any remaining elements of the position previously held.
6. Upon the successful completion of a Board approved course of studies, teachers on this leave shall receive an experience credit for the purpose of increments.
7. Teachers on this leave shall receive an experience credit for the purpose of seniority.
8. It is understood that withdrawal from the plan can take place at any time in any year up to May 31 of the year in which the leave is scheduled to take place.

## **ARTICLE G.34      EXTENDED PERSONAL LEAVE**

1. This leave may be granted at the discretion of the Board.
  - a. The leave shall be granted without pay and the teacher shall be guaranteed the same position held at the time the leave is granted. This guarantee is dependent upon the teacher's returning to the district at the commencement of the following school year.
  - b. If the position guaranteed does not exist, the Principal / Vice Principal, in consultation with the teaching staff of the school and the returning teacher, shall develop a teaching assignment for the returning teacher which includes any remaining elements of the position previously held.
2. The teacher shall be entitled to continuation of all eligible employee benefits provided that such continuation shall be at no cost to the Board.
3. A teacher normally shall have a minimum of four (4) years of continuous service in the district to be eligible for this type of leave.
4. The leave normally shall be granted for one (1) complete school year.
5. Applications for this leave shall be submitted to the Superintendent of Schools not later than March 31st of the school year prior to the commencement of the leave.
6. The applicant shall certify that they shall not accept a substitute teaching position, a temporary teaching position or a permanent teaching position with any other School Board, public or private, during the leave. A teacher who fails to abide by this commitment shall be deemed to have resigned from School District #87 (Stikine).
7. The Board recognizes that a teacher on leave of absence has the right to resign under conditions specified in the *School Act* while on such leave.
8. It shall be the responsibility of the teacher to advise the Superintendent in writing of their intention to return to the position previously held not less than four (4) months before the expiration of the leave.
9. A teacher who fails to notify the Superintendent in writing of their intention to return to the position previously held, by the specified date, shall be deemed to have resigned from School District #87 (Stikine).
10. Teachers on this type of leave shall not receive an experience credit for the purpose of increments or seniority.

## **ARTICLE G.35      CONVOCATION CEREMONIES**

1. A teacher shall be granted a leave of absence of up to three (3) days with full salary to attend their convocation ceremony. This leave includes travelling time.

## **ARTICLE G.36      SECONDMENT**

1. Any teacher who is seconded to another educational agency shall be considered on leave of absence without pay. For the purpose of pension, sick leave and seniority, the employee shall be deemed to be in the full employ of the Board. An experience increment will only be granted for a secondment to a position actually involved in instructing school age children, or developing school curricula.
2. Upon the conclusion of the secondment, the employee shall be entitled to an assignment comparable to that previously held.

## **ARTICLE G.37      SUPERINTENDENT'S DISCRETIONARY LEAVE**

1. In extraordinary circumstances arising out of unique situations not covered by other leave regulations, application for leave may be made to the Superintendent of Schools, who may grant leave and determine whether such leave shall be with full salary, or with full salary minus the cost of any substitute required, or with loss of full salary. The granting of this leave is at the sole discretion of the Superintendent. This clause is not subject to the grievance procedure.

## SIGNATURES

Signed at Dease Lake, British Columbia, this 5<sup>th</sup> day of SEPTEMBER, 2024.



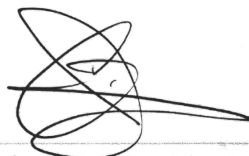
Alanna Cameron, Secretary Treasurer  
School District No. 87 (Stikine)



Dana Leigh Galjouw, President  
Stikine Teachers' Association



Alison Jones, Director  
Labour Relations (Collective Bargaining)  
British Columbia Public School  
Employers' Association



Clint Johnston, President  
British Columbia Teachers' Federation

# CONTRACT MODIFICATION

between

B.C. PUBLIC SCHOOL EMPLOYERS'

ASSOCIATION ("BCPSEA")

As:

Bargaining agent for all the school boards and authorities established under the *School Act*,

*R.S.B.C. 1996, c.412 with amendments*

And:

BRITISH COLUMBIA TEACHERS' FEDERATION ("BCTF")

On behalf of:

All employees included in the bargaining unit established under the Public Education Labour

Relations Act (PELRA)

In:

SCHOOL DISTRICT NO. 87 (STIKINE)

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 87 (STIKINE)

("The Employer")

and

THE STIKINE TEACHERS' ASSOCIATION/UNION

(The Local)

## CONTRACT MODIFICATION

### **[Re: STA President Administrative Allowance]**

1. For the purpose of Salary, the Stikine Teachers Association (STA) has agreed that the Union President will be paid an Administrative Allowance as directed by the Association.
2. This matter was voted on and ratified by the STA at its May 1999 Annual General Meeting.
3. The Local will reimburse the Board for all costs associated with this administrative allowance.

|                      |                         |
|----------------------|-------------------------|
| _____                | _____                   |
| LOCAL REPRESENTATIVE | EMPLOYER REPRESENTATIVE |

|                     |                       |
|---------------------|-----------------------|
| _____               | _____                 |
| BCTF REPRESENTATIVE | BCPSEA REPRESENTATIVE |

**Provincial Letters of Understanding**

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

# LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

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

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

|                                                |
|------------------------------------------------|
| <b>Appendix 1</b><br><b>PROVINCIAL MATTERS</b> |
|------------------------------------------------|

## **Appendix 1 – Provincial Matters**

### **Housekeeping – Form Issues**

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

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

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

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

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

14. Payment of Teacher Regulation Branch and other professional fees
15. Benefits – general information and benefits management committee
16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

### **Section C – Employment Rights**

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

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

1. Teacher Workload
  1. *Class Size*
  2. *Class Composition*
2. Inclusion
  1. *Urgent Intervention Program or similar*
  2. *School Based Team*
3. Professional Teaching Staff Formulas including advisory committees

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

## **Section E – Personnel Practices**

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

## **Section F - Professional Rights**

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

## **Section G - Leaves of Absence**

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

21. Leave for Blood, Tissue and Organ Donations, Leave for Bone Marrow, Cell Separation Program Participation
22. Miscellaneous Leaves with cost

**January 22, 2021 - Provincial Matters**

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

|                                           |
|-------------------------------------------|
| <b>Appendix 2</b><br><b>LOCAL MATTERS</b> |
|-------------------------------------------|

## **Appendix 2 – Local Matters**

### **Housekeeping – Form Issues**

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

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

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

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

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

## **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

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

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

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

#### **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.

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

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

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

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

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

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

**Concerning Selection of Administrative Officers**

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

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

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

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

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

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

**Professional Development**

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

Teacher Assistants:

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

Professional Development:

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

Signed this 23rd day of April 1997.

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

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

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

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

**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

**Between**

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

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

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

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

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Not Applicable in School District No. 87 (Stikine).

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

Not Applicable in School District No. 87 (Stikine).

## LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

### Re: Employment Equity – Indigenous Peoples

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

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

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

## LETTER OF UNDERSTANDING No. 5

### BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### 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.

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

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

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

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

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

The committee will review:

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

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

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

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

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

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

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

**70 - Alberni (only part of district approved)**

|               |          |
|---------------|----------|
| Bamfield      | Bamfield |
| Wickanninish  | Tofino   |
| Ucluelet Elem | Ucluelet |
| Ucluelet Sec  | Ucluelet |

**72 - Campbell River (only part of district approved)**

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

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

|                 |               |
|-----------------|---------------|
| Blue River Elem | Blue River    |
| Vavenby Elem    | Vavenby       |
| Brennan Creek   | Brennan Creek |

**74 - Gold Trail (only part of district approved)**

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

**81 - Fort Nelson (Entire District)****82 - Coast Mountain (Entire District)****84 - Vancouver Island West (entire district approved)****85 - Vancouver Island North (Entire District)****87 - Stikine (Entire District)****91 - Nechako Lakes (Entire District)****92 - Nisga'a (Entire District)****93 - Conseil Scolaire Francophone (only part of district approved)**

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

## LETTER OF UNDERSTANDING No. 6

**BETWEEN  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

- For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.
3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
    - A combined total of up to 20 years of seniority can be ported.
    - No more than 1 year of seniority can be credited for any single school year.
  4. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
    - Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
    - No seniority could be ported to the other seniority list.
    - For example, teacher A in District A currently has 24 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

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

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

## LETTER OF UNDERSTANDING No. 7

**BETWEEN  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

The following examples are intended to provide further clarification:

#### Example 1

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

#### Example 2

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

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

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

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

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

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

**BETWEEN  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

The following examples are intended to provide further clarification:

#### Example 1

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

#### Example 2

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

Original signed March 26, 2020

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

## **LETTER OF UNDERSTANDING No. 9**

### **BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

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

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

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

## Appendix A to Letter of Understanding No. 9

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

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

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

Not applicable in SD No. 87 (Stikine).

## **LETTER OF UNDERSTANDING NO. 11**

### **BETWEEN**

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

### **AND THE**

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

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

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

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

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

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experience earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.

7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Article C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).
8. Once transferred, the previous local Collective Agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than June 30<sup>th</sup> of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30<sup>th</sup> of the preceding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than November 15<sup>th</sup> of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15<sup>th</sup> of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date signed below.

Example:

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

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

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

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

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

This constitutes my written notice under LOU No. 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 Letter of Understanding has been negotiated pursuant to the Letter of Understanding No. 17 fully and finally resolves all matters related to the implementation of the Supreme Court of Canada's Decision. As such, the Parties acknowledge that the re-opener process set out in Letter of Understanding No. 17 has been completed.

**THEREFORE THE PARTIES AGREE THAT:**

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

### Shared Commitment to Equitable Access to Learning

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

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

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

### Agreement to be Implemented

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

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

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

- iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;
  - iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
  - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) - (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
  - C. Where a local Collective Agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above - the services, caseload limits or ratios from the local Collective Agreement shall apply. (Provisions to be identified in Schedule "A" to this Letter of Understanding).
  - D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
  - E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2022-2025 BCPSEA – BCTF provincial Collective Agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

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

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

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

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

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

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

The size of primary classes shall be limited as follows:

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

##### *K-3 Superior Provisions to Apply*

9. For primary and combined primary/intermediate classes where the restored Collective Agreement provisions provide for superior class size provisions beyond those listed in paragraphs 6 through 8 above, the superior provisions

shall apply. [Provisions to be identified in Schedule “A” to this Letter of Understanding].

*Class Size Language: 4-12*

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

**PART II - CLASS COMPOSITION PROVISIONS**

*Implementation of Class Composition Language*

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

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

*Efforts to Achieve Compliance: Provincial Approach*

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

*Best Efforts to Be Made to Achieve Compliance*

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

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

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

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

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

### Non-Compliance

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

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

### Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

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

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

## LETTER OF UNDERSTANDING NO. 13

### BETWEEN

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

### AND THE

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

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

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

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

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

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

The committee will:

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

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

**LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

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

**AND THE**

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

**Re: Cultural Leave for Aboriginal Employees**

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

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

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

## LETTER OF UNDERSTANDING NO. 15

### BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
(BCPSEA)

### AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

#### Re: Structural Review Committees

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

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

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

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

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

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

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

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

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

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

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

**Re: Benefits Improvements**

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

The allocation of benefits improvement funding may include the standardized provincial extended health plan, local dental plan provisions, and local dental plan levels of minimum coverage.
3. The parties will conclude benefit improvement discussion by no later than April 30, 2023.

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

## LETTER OF UNDERSTANDING NO. 17

### BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
(BCPSEA)

### AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

The parties therefore agree that:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, to make application to the Office of the Human Rights Commissioner (under section 42 of the *Human Rights Code*) to obtain approval for a "special program" that would serve to attract and retain employees from groups who face disadvantage.
2. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the group(s) the special program is intended to attract and retain.
3. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the position(s) to which the special program application should apply. The parties recognize that a special program application may be in relation to a specific position or program, or an overall hiring objective.
4. They will encourage and assist boards of education and local teachers' unions to include in applications to the Office of the Human Rights Commissioner a request to grant:
  - a. priority hiring rights to applicants from groups who face disadvantage; and

- b. priority in the post and fill process for employees from groups who face disadvantage.
- 5. In conjunction with LOU No. 4, the provincial parties will jointly:
  - a. develop communications and training which will support the application for and implementation of special programs in districts; and
  - b. develop an Implementation Guide to share with boards of education and local teachers' unions.

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

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