

**WORKING DOCUMENT**

**PROVINCIAL COLLECTIVE AGREEMENT**

**- BETWEEN –**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION /  
BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 70 (PACIFIC  
RIM)**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION /  
ALBERNI DISTRICT TEACHERS' UNION**

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

**AS IT APPLIES IN S.D. #70 (PACIFIC RIM)**

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

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## **DEFINITIONS**

1. Union

The term "Local" shall mean the Alberni District Teachers' Union, a local of the British Columbia Teachers' Federation. It is understood that the Local designates and delegates functions to the President and other officers of the Local.

2. Board

The term "Board" shall mean the Board of Education of School District No. 70 (Pacific Rim). It is understood that the Board designates and delegates administrative functions to the Superintendent, the Secretary-Treasurer, and other administrative staff.

## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

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

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

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

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

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

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

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

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

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

1. The employer agrees to deduct from the salary of each employee [ADTU member] 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 [ADTU members] 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 [the ADTU] in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties. [In SD No. 70, this shall be not later than fifteen (15) calendar days following the date of hiring.]
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. [The dues for ADTU will be submitted by electronic fund transfer within five (5) working days after the deduction.]
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 [ADTU members] and amounts paid.

### **Local Provisions**

6. The Board shall deduct from the earnings of every ADTU member such annual fees required for membership in the Teacher Regulation Branch established under the Teaching Profession Act and remit same to the Branch when notified by the Branch.

## **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 [ADTU member] 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 costs (TTOC) 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 [ADTU member] 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.

## **10. Expedited Arbitration**

Consistent with Article A.6.6 and A.6.7, any grievance may be referred to expedited arbitration by the party originating the grievance. The only exceptions are grievances in these categories:

- a. dismissals
- b. suspensions in excess of twenty (20) days
- c. policy or general grievances.

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

### **1.      Scope**

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

### **2.      Process**

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

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

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

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

**ARTICLE A.9 LEGISLATIVE CHANGE**

- 1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
- 2. a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.

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

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

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

**ARTICLE A.20 UNION OFFICER(S) RELEASE TIME**

1.
  - a. The Board will continue to pay the salary for the officers granted leave under Article G.6.9 and to provide benefits as specified in the Agreement. The ADTU will reimburse the Board for such salary and benefit costs, upon receipt of a monthly statement.
  - b. The ADTU will reimburse the Board for the Board's contribution to the teachers' pension plan except for the President's pension plan, upon receipt of a monthly statement.
2. For purposes of pension, experience, sick leave and seniority, the officers shall be deemed to be in the full employ of the Board. The officers shall inform the Board of the number of days or partial days, if any, that they were absent from these ADTU duties due to illness.

Such days or part days shall be deducted from the officers' accumulated sick leave credits.

**ARTICLE A.21      RELEASE TIME FOR UNION BUSINESS**

1. Upon the receipt of a letter of authorization from the ADTU, an employee covered by this Agreement shall be entitled to leave of absence in accordance with Article G.6, in order to carry out such duties.
2. Leave pursuant to Article G.6.6 and Article G.6.7 shall be subject to payment to the Board of the full cost of a teacher teaching on call.
3. If an employee covered by this Agreement is elected or appointed to a full-time position with the BCTF, leave of absence shall be granted without pay for the duration of that employee's office or appointment.
4. Where the Board and the ADTU mutually agree to conduct negotiations during instructional time, the cost of teachers teaching on call for up to six (6) teacher representatives shall be shared equally by the Board and the ADTU.

**Note: See also Article G.6 Leave for Union Business.**

**ARTICLE A.22      UNION RIGHTS**

**1.      Access to Worksite**

Representatives of the ADTU and the BCTF shall have the right to transact business on school property on the condition that the normal operations of the school not be disrupted.

**2.      ADTU School Staff Representatives**

- a. An ADTU staff representative may, on notice to the administrative officer in charge, use school facilities and equipment for meetings and other ADTU business subject to availability and booking procedures.
- b. When requested by a teacher, an ADTU staff representative, shall be relieved of instructional duties without loss of pay to attend any meetings concerning any grievance or other member rights related matters involving a member and a Board representative.
- c. An ADTU staff representative, shall be relieved of instructional duties with no loss of pay in order to participate in a grievance.
- d. It is understood that, whenever possible, meetings should be held outside of normal instructional time.

### **3. Right To Representation**

- a. A representative(s) of the ADTU will attend a meeting between an ADTU member and an administrative officer if the meeting is discipline related.
- b. Should a meeting between an employee and an administrative officer become disciplinary, the meeting will be adjourned until such time as a representative of the ADTU is able to be present.
- c. The ADTU representative shall be released from teaching duties without loss in pay in order to attend such a meeting if the meeting takes place during normal instructional hours.
- d. The parties shall endeavour to schedule meetings of a disciplinary nature outside of normal instructional time.
- e. A representative of the ADTU may attend a meeting between the employee and the employer if the employee, or the employer has reason to believe a representative of the union should be present. Representation shall not be unreasonably denied.

### **4. Use of School Facilities**

The ADTU may use school facilities and equipment for meetings and other ADTU business subject to availability and booking procedures.

### **5. Bulletin Boards**

The ADTU shall have the right to post notices of activities and matters of ADTU concern on staffroom bulletin boards at each school building and the district office.

### **6. Internal Mail**

The ADTU shall have reasonable access to the district mail service, electronic mail and employee mail boxes for communication to bargaining unit members.

### **7. Access to Information**

- a. The Board, upon request by the ADTU, agrees to furnish to the Union or its designated representatives the following information:
  - i. Public information concerning the financial resources and professional staff of the district;
  - ii. A list of employees covered by the Collective Agreement showing grid placement, seniority status, and school/district assignment;
  - iii. As they occur, notifications of job postings, lists of bargaining unit applicants on a confidential basis to the ADTU President, successful

candidates, transfers, hirings, resignations, retirements, employee deaths, discharges, suspensions, and completed unsatisfactory evaluations.

- iv. Public meeting agendas and attachments thereto will be made available twenty-four (24) hours prior to the applicable Board meeting;
- v. Minutes of public Board meetings will be made available when completed; and
- vi. A report of class size as determined by September 30 of each year or such other date that may be appropriate;
- vii. A report of administrative time allotment for each school; and
- viii. Other available statistical information which pertains to the employees covered by this Agreement subject to the approval of the Board.

**8. ADTU Involvement in Board Budget Process**

Representatives of the ADTU shall have the opportunity to present and discuss Union concerns with the Board at time(s) sufficiently prior to finalization of the Board's annual budget as to provide meaningful input.

**ARTICLE A.23 SCHOOL STAFF COMMITTEES**

- 1. Every school shall have a staff committee which shall be established by September 30 of each year.
- 2. The staff committee shall meet at least once each month to discuss and make recommendations on issues relevant to the teaching staff that could include any of the following:
  - a. teaching and learning conditions within the school
  - b. school timetable and organization
  - c. school staffing
  - d. liaison with PAC
  - e. school level budget
  - f. other issues of relevance to the teaching staff other than personnel related matters.
- 3. The size, membership and operational guidelines of the staff committee shall be determined by each teaching staff except that an administrative officer from that school shall be entitled to be a member of the staff committee.

4. Should the school administrative officer(s) not implement a recommendation of the staff committee, the administrative officer(s) shall provide reasons orally at a meeting of the staff committee, or at the request of the staff committee, reasons shall be provided in writing.
5. When the administrative officer(s) of the school agrees that a staff committee member is required to perform staff committee work during regular instructional time, release time shall be provided.

#### **ARTICLE A.24      LABOUR DISPUTES**

1. All employees shall have the right, as a matter of conscience, to refuse to cross or work behind a duly constituted picket line. Any employees failing to report for duty for this reason shall be considered to be absent without pay.
2. Failure to cross a picket line encountered in carrying out school board business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action by the Board.
3. The Board shall not request, require, or direct employees to do work or carry out duties normally performed by employees engaged in a strike, or lock out. Teachers shall not request, require, or direct pupils to carry out such duties.
4. In the event that there is a picket line at any school, the President of the ADTU or designate, and the Superintendent of Schools or designate, shall meet forthwith to attempt to determine whether or not such a picket line is viewed as a duly constituted picket line. If the ADTU President or designate, and the Superintendent of Schools or designate, agree that the picket line is not duly constituted, the employees shall be advised forthwith.

#### **ARTICLE A.25      COPY OF AGREEMENT**

1. The Board and the Union shall each pay one-half (1/2) of the cost of providing every employee with a printed copy of this Agreement.
2. The Board and the Union shall jointly seek to have the collective Agreement printed and distributed within sixty (60) days after ratification by both parties.

#### **ARTICLE A.26      ORIENTATION FOR NEW STAFF**

1. All ADTU members new to the staff of the Board and covered by this agreement shall receive an opportunity to attend one of two orientation sessions: by October 31 and/or prior to Spring Break, provided by the Board and the Union. The orientation shall acquaint the employees with the basic operation of the school district and the school as well as the rights and responsibilities of the collective agreement.



2. Such orientation shall be conducted outside of normal instructional time.

#### **ARTICLE A.27      CONTRACTING OUT**

1. Except as mutually agreed by the Board and the Union, work of the type and kind regularly performed by members of the bargaining unit as part of their regular duties and responsibilities shall not be contracted out. Such agreement shall not be unreasonably withheld.

#### **ARTICLE A.28      BARGAINING UNIT EXCLUSIONS**

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The Board will notify and consult with the Union whenever the creation or deletion of the following positions is contemplated by the Board:
  - a. any administrative officer position as defined in the *School Act*.
  - b. any position temporarily created for a specific educational purpose; and
  - c. any new associated professional positions.
3. The Union shall be provided with a description of duties of new positions offered in the District.
4. The Board shall meet with the Union with respect to any new positions which the Union believes are included in the bargaining unit in accordance with Article A.2 (Recognition of the Union). The Board and the Union shall make every effort to agree on whether the new position is included or excluded from the bargaining unit.
5. Where the inclusion or exclusion of a position is in dispute, the issue of whether or not the position is, in substance, that of a teacher and/or is in the bargaining unit is an issue which can be grieved pursuant to Article A.6 (Grievance Procedure).

#### **ARTICLE A.29      INTERPRETATION**

1. It is understood and agreed that this Agreement will be subject to and be interpreted in accordance with the provisions of the *School Act* and its Regulations, the *Labour Relations Code*, the *Employment Standards Act* and its Regulations and any other applicable statutory enactments. In the event of a conflict between this Agreement and the above statutory enactments, those statutory enactments will prevail.
2. The Board intends that employees covered by this Agreement will be provided with no less than the minimum requirements as set out in the *Employment Standards Act* and Regulations and any provision of this Agreement touching on such matters shall be

deemed to be supplemental and additional to the Board's obligation to provide such minimum standards.

### **ARTICLE A.30      EDUCATION ASSISTANTS**

1. All education assistants hired to assist teachers in carrying out their responsibilities and duties, shall be under the direct instructional supervision of teachers. Teachers shall not assume the employment supervision responsibilities for education assistants.
2. Education assistants shall not assume the instructional responsibility for designing the educational programs for students, but may assist the teacher by:
  - a. providing assistance to individual students and groups of students;
  - b. monitoring students;
  - c. maintaining student records;
  - d. providing advice and guidance to students.
3. Education assistants shall not assume instructional responsibility while the teacher is absent.
4. Education assistants shall not be used to replace qualified teachers.
5. No education assistant shall be placed in a class without prior consultation with the teacher.

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

### **ARTICLE B.1      SALARY**

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

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

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

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

**Local Provisions**

**7. Salary Grids**

**July 1, 2019 – June 30, 2020**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,836	\$ 51,308	\$ 55,095	\$ 56,425
1	\$ 50,171	\$ 54,247	\$ 58,290	\$ 59,711
2	\$ 52,507	\$ 57,184	\$ 61,484	\$ 62,995
3	\$ 54,841	\$ 60,123	\$ 64,678	\$ 66,279
4	\$ 57,177	\$ 63,060	\$ 67,872	\$ 69,563
5	\$ 59,511	\$ 65,998	\$ 71,066	\$ 72,847
6	\$ 61,847	\$ 68,936	\$ 74,260	\$ 76,132
7	\$ 64,182	\$ 71,874	\$ 77,456	\$ 79,416
8	\$ 66,517	\$ 74,813	\$ 80,649	\$ 82,701
9	\$ 68,853	\$ 77,751	\$ 83,844	\$ 85,984
10	\$ 73,107	\$ 83,097	\$ 89,315	\$ 91,500

<b>Remote and Rural Schools – Letter of Understanding No. 5:</b>				
<b>Bamfield, Wickaninnish, Ucluelet Elementary, Ucluelet Secondary</b>				
0 – 9 See above				
10	\$ 73,324	\$ 83,110	\$ 89,649	\$ 91,947

**July 1, 2020 – June 30, 2021**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,793	\$ 52,334	\$ 56,197	\$ 57,554
1	\$ 51,174	\$ 55,332	\$ 59,456	\$ 60,905
2	\$ 53,557	\$ 58,328	\$ 62,713	\$ 64,255
3	\$ 55,938	\$ 61,325	\$ 65,972	\$ 67,604
4	\$ 58,321	\$ 64,322	\$ 69,229	\$ 70,954
5	\$ 60,701	\$ 67,318	\$ 72,488	\$ 74,304
6	\$ 63,084	\$ 70,314	\$ 75,745	\$ 77,654
7	\$ 65,466	\$ 73,312	\$ 79,005	\$ 81,005
8	\$ 67,848	\$ 76,309	\$ 82,262	\$ 84,355
9	\$ 70,230	\$ 79,306	\$ 85,521	\$ 87,704
10	\$ 75,301	\$ 85,590	\$ 91,995	\$ 94,245

Remote and Rural Schools – Letter of Understanding No. 5:				
Bamfield, Wickaninnish, Ucluelet Elementary, Ucluelet Secondary				
0 – 9 See above				
10	\$ 75,823	\$ 85,603	\$ 92,338	\$ 94,705

**July 1, 2021 – June 30, 2022**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,769	\$ 53,381	\$ 57,321	\$ 58,705
1	\$ 52,198	\$ 56,438	\$ 60,645	\$ 62,123
2	\$ 54,628	\$ 59,495	\$ 63,967	\$ 65,540
3	\$ 57,057	\$ 62,552	\$ 67,291	\$ 68,956
4	\$ 59,487	\$ 65,608	\$ 70,614	\$ 72,373
5	\$ 61,915	\$ 68,664	\$ 73,938	\$ 75,790
6	\$ 64,345	\$ 71,721	\$ 77,260	\$ 79,208
7	\$ 66,775	\$ 74,778	\$ 80,585	\$ 82,625
8	\$ 69,205	\$ 77,835	\$ 83,908	\$ 86,042
9	\$ 71,635	\$ 80,892	\$ 87,231	\$ 89,458
10	\$ 76,807	\$ 87,302	\$ 93,835	\$ 96,130

Remote and Rural Schools – Letter of Understanding No. 5:				
Bamfield, Wickaninnish, Ucluelet Elementary, Ucluelet Secondary				
0 – 9 See above				
10	\$ 77,034	\$ 87,315	\$ 94,185	\$ 96,599

**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 \$3 (\$11 effective July 1, 2016) over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50 (\$5.50 effective July 1, 2016). Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay:
  - a. An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 7, for each full day worked.

**Local Provisions**

7.
  - a. Teachers teaching on call shall contribute to the Teachers' Pension Plan.
  - b. Where uncertified substitute persons must be hired and their period of employment in any one position is five (5) or more consecutive school days, their rate of pay shall be calculated:

Effective July 1, 2019	\$221.47
Effective July 1, 2020	\$225.90
Effective July 1, 2021	\$230.42

In such cases the Union shall be notified monthly.
  - c. A teacher teaching on call/substitute person who is called out to work in the morning session for the remainder of the day shall be paid for a full day.
  - d. Teachers teaching on call/substitute persons who report to work at the request of the principal or designate and/or work any part of a day will be paid for a minimum of one half (1/2) day's work.

- e. In the event of school closure the teacher teaching on call/substitute person will be paid on the basis of the call out.

**8. Uncertified Substitute Persons**

Uncertified substitute persons shall be paid the following per diem rate effective the date of signing of the Collective Agreement:

	<b>List B Article C.29.5.b</b>	<b>List C Art. C.29.5.c</b>	<b>List C Art. C.29.5.d</b>
Base	\$121.64	\$113.01	\$103.59
Holiday (4%)	4.87	4.52	4.14
Total	\$126.51	\$117.53	\$107.73

**9. Pay Periods**

- a. Uncertified substitute persons are not part of the bargaining unit and shall not be subject to any of the provisions of this Agreement except Article B.2.8 and any other Article where so specifically stated.
- b. The Board shall, at least semi-monthly and not later than five (5) working days after each teacher pay period, pay to each teacher teaching on call/substitute person all wages earned for the pay period.

**10. Continuous Assignment**

- a. In the event that a Teacher Teaching on Call’s assignment is interrupted for one and one half (1-1/2) working days or portion thereof by the return of a teacher who subsequently is absent due to illness, the teacher teaching on call if best suited for the assignment shall be reassigned subject to availability. With the exception of Article C.4 *Teacher Teaching on Call Employment*, the assignment shall proceed as if it had not been broken for contract provisions which depend upon the length of assignment.
- b. A teacher teaching on call/substitute person’s service shall not be considered broken by a non-instructional day.

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

PCA Article B.3 does not apply in School District No. 70 (Pacific Rim).

**ARTICLE B.4      EI REBATE**

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

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

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



7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

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

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

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

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

**PCA B.7.2 is not applicable in S.D. No. 70 (Pacific Rim). See Article B.7.3 below.**

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

**Local Provisions**

**3. Personal Effects Insurance**

- a. The Board shall provide insurance coverage for teachers to a maximum of five hundred dollars (\$500.00) per member, per annum, subject to a fifty dollar (\$50.00) deductible, to cover loss of personal items related to educational use only. This includes personal items stolen from a vehicle but does not include damage to the vehicle itself.

**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**

**PCA Article B.9.1 through B.9.3 is not applicable in S.D No. 70 (Pacific Rim). See Article B.9.4 below.**

### **Local Provisions**

4. The Board shall pay teachers their annual salary and allowances in twenty (20) installments. From September to June, teachers shall be paid five percent (5%) of the annual salary on the 15th of the month and five percent (5%) of the annual salary on the last day of the month. Where the 15th or last day of the month is not a teaching day, such payments will be made on the last teaching day prior to the 15th or the last teaching day of the month. In the month of December, teachers shall be paid their end of month pay on the last business day of the month.

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

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

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

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

**PCA Article B.10.4 and B.10.5 is not applicable in S.D. No. 70 (Pacific Rim).**

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

## **ARTICLE B.11      BENEFITS**

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

### **Local Provisions**

5. In this article, "spouse" means:
  - a. a lawful husband or wife, or
  - b. a person of the same or opposite sex living in a common-law relationship with the employee. A common-law relationship will exist when, for a continuous period of at least one (1) year, an employee has lived with a person in a relationship as a couple, lived and intends to live with that person as a couple, and signs a Statutory Declaration to this effect.

### **6. Summary Explanation of Pay and Benefits**

- a. The Board shall provide the Union with a copy of all master teacher benefit plans that are available to the Board, and shall provide the Union with a copy of any financial/actuarial statements for those benefit plans at the time that they are provided to the Board. [Not applicable to the Provincial Extended Health Benefit Plan. See Article B.11.2.]
- b. The Board shall, in consultation with the Union, prepare and distribute to all teachers a summary explanation of pay and benefit statements.
- c. The Board shall provide each employee with an application or enrollment form for participation in the medical, dental, extended health and group life insurance plans. In the event an employee 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 member and kept on file by the Board.

- d. The Board shall advise all teachers, including certified teachers teaching on call and members who are engaged in less than half time capacity, that it is a condition of employment to contribute to the Teachers' Pension Plan (or Municipal Superannuation Plan if the member is not eligible for enrollment in the Teachers' Pension Plan). The Board shall ensure that the appropriate deductions are made and remitted to the Superannuation Commission.
- e. The Board shall advise each employee on the pay stub at the end of each month of their accumulated sick leave.
- f. Benefit coverage shall be extended to the end of the next teaching month following a deduction of premiums.

**7. Basic Medical Services**

The Board shall pay fifty percent (50%) of B. C. Medical Plan regular premiums and the teacher shall pay fifty percent (50%).

**8. Extended Health Services**

The Provincial Extended Health Benefit Plan premiums for full-time employees or part-time employees teaching fifty percent (50%) or more of full-time will be paid one hundred percent (100%) by the Board.

**9. Dental Service**

- a. The Board shall provide a dental plan paying one hundred percent (100%) of "A" Basic Services and eighty percent (80%) of "B" Crowns and Prosthetics and fifty percent (50%) of "C" Orthodontia with no limit effective October 1, 1987. Effective July 1, 2015, Plan "C" Orthodontia coverage is seventy-five percent (75%) with no lifetime limit. The Board shall pay eighty percent (80%) of the premiums with teachers paying twenty percent (20%) of the premiums through payroll deduction.
- b. Participation in the plan shall be available to teachers employed fifty percent (50%) or more of full-time and shall be a condition of employment for new teachers who are eligible.

**10. Group Life Insurance**

- a. The Board shall administer and pay sixty percent (60%) of the premiums of the BCTF/BCSTA group insurance plan "B" for each full-time employee and each part-time employee who teaches fifty percent (50%) or more of full-time. Participation shall be a condition of employment.
- b. The Board shall deduct and remit the monthly premiums from the pay of those Union members who elect to participate in the BCTF Term Life Insurance Plan.

**11. Survivor Benefits**

- a. In the event of the death of a teacher, who at the time of death has been employed by the Board continuously for at least two (2) years, and providing the deceased was not continuing their benefits pursuant to Article G.39.1 (Health and Welfare Benefits), the Board shall continue to provide Medical Services Plan, Extended Health and Dental Plan benefits for the spouse and dependents as listed in the benefit plans, for a period of six (6) months from the month of death.
- b. The spouse and dependents referred to in Article B.11.8 shall be notified in writing of the terms of this Article upon the death of the teacher.

**12. Employee and Family Assistance Plan**

- a. All regular employees covered by this Agreement shall be members of the Employee and Family Assistance Plan as administered by the Port Alberni Assessment and Referral Service. Payroll deductions will be made in one deduction at the end of September each year.
- b. The Board will contribute sixty (60) percent of the cost and each employee will contribute forty (40) percent of the cost of the Plan each year.

**ARTICLE B.12      CATEGORY 5+**

**1. Eligibility for Category 5+**

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

**2. Criteria for Category 5+**

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

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

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

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

**ARTICLE B.20 GENERAL SALARY**

**1. Part Month Salary Calculations**

- a. All deductions for the purpose of calculating a loss of pay shall be 1/200 of the annual salary.
- b. A teacher shall be paid 1/10 of the current annual salary in respect of each month in which the member works all prescribed school days in that month.
- c. Where a teacher commences work on a day other than the first prescribed school day of a month and/or terminates on a day other than the last prescribed school day of a month, they shall be paid 1/200 of the annual salary for each day taught during that month.
- d. Teachers returning from or commencing an authorized leave of absence shall be paid in accordance with the applicable provisions of this Agreement. In such cases Article B.20.1.c above shall not apply.

**2. No Cuts In Salary**

- a. No teacher presently on staff shall incur a reduction in salary because of the implementation of this Agreement.

- b. Teachers currently on staff who would suffer a reduction in salary as a result of this Agreement will be paid in accordance with the letter of understanding attached to this Agreement and marked "Schedule "A".

### **3. Payment Beyond School Year**

- a. Where extraordinary circumstances exist in the management or operation of the district, a teacher who upon the request of the Superintendent of Schools, voluntarily agrees to work prior to the commencement of the school year, after the end of the school year or during the Christmas or spring breaks shall be granted equivalent time off without loss of pay or benefits during the school year at such times as mutually agreed upon between the member and the teacher's principal.
- b. Where it is impractical to schedule time off in lieu of work done in accordance with Article B.20.3.a above, the teacher shall be compensated at a rate of 1/200 of the member's annual salary for each day worked.
- c. Nothing in this Article shall preclude the voluntary acceptance of a special or extraordinary assignment which is not normally a teaching function with or without compensation during the times that school is not normally in session.
  - i. When contemplating such assignments, the Board will consult with the Union.
  - ii. In cases where compensation is involved, the approval of the Union is required. Such approval shall not be unreasonably withheld.

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

- 1. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service subject to this Article and in accordance with years of experience as determined by Article B.22 (Experience Recognition for Salary Purposes).
- 2. Associated Professionals shall be placed in the appropriate salary category which is most nearly equivalent to the category of teachers based on years of university training in the discipline. Their placement within that category shall be determined in accordance with Article B.22 (Experience Recognition for Salary Purposes).
- 3. Each employee shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within three (3) months of commencement of employment. The employee shall be responsible for advising the Board, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.
- 4. In the letter of appointment the Board shall advise the teacher of the member's initial scale placement. The Board shall advise the teacher of any additional documentation required to finalize the scale placement.



5.
  - a. In the event that an employee wishes to appeal their placement on the salary scale, the member must apply in writing to the Superintendent of Schools. In the event the matter is not resolved to the satisfaction of the employee, the employee may apply in writing to the Salary Grid Placement Committee for adjustment which shall make the appropriate placement decision. In the event that the matter is not satisfactorily resolved and the employee wishes to appeal further, the grievance procedures, as outlined in Article A.6 (Grievance) of this Agreement shall apply. Where such an appeal is upheld the salary shall be adjusted retroactively to September 1 of the year in which the appeal is filed or to the date of appointment in the year in which the appeal is filed, whichever is the lesser.
  - b. Notwithstanding Article B.21.5.a, upon receipt of documentation which establishes a salary category different from that in which the employee was initially placed, a salary adjustment shall be effective retroactive to the time of initial placement.
6. **Holders of Letters of Permission**
  - a. Persons holding Letters of Permission whose years of preparation can be equated to years of university training shall be placed one category below that which would apply if their total years of training had included one year of teacher preparation.
  - b. Persons holding Letters of Permission whose years of preparation cannot be equated to years of university training shall be placed in a salary category which will provide a salary appropriate to their teaching function. Such placement to be made after receiving a recommendation from a committee of the Superintendent of Schools or designate, the president of the ADTU or designate and one additional representative each from the Union and the Board.
  - c. Notwithstanding the foregoing, persons teaching under Letters of Permission shall not be placed above Category 4.

**ARTICLE B.22 EXPERIENCE RECOGNITION - FOR SALARY PURPOSES**

1. Full credit shall be granted for previous teaching experience in Canadian government sponsored and/or inspected schools or equivalent.
2. Ten (10) months of experience or its equivalent, as defined by this article shall constitute a year's experience for increment purposes.
3.
  - a. Teaching experience shall include temporary appointments approved by the Board since January 1, 1979 which exceed one month (twenty (20) uninterrupted teaching days).
  - b. Teaching experience gained after January 1, 1993 which exceeds twenty (20) uninterrupted teaching days in the same assignment that does not qualify under Article B.22.3.a shall constitute teaching experience.

4. Part-time teaching and short-term temporary appointments in accordance with Article B.22.3.a may be added together for accumulation of years experience credit.
5. In exceptional circumstances where it appears educationally desirable, teacher experience and training related to the position other than that approved by the Teacher Regulation Branch and/or the Teacher Qualification Service may be considered in the placement of a teacher on the salary scale. Such placement to be made by a committee composed of the Superintendent of Schools or designate, the President of the ADTU or designate and one additional representative each of the Union and the Board. It is the responsibility of the teacher to provide proof of experience and related training.

**6. Associated Professionals**

- a. Associated Professionals employed by the Board shall receive full experience credit for all Associated Professional experience.
  - b. The experience of an Associated Professional (with a valid B.C. Teacher's certificate) who is eligible for consideration for a teaching position pursuant to this Agreement shall be determined in accordance with Article B.22.5 subject to Article B.22.6.c.
  - c. An Associated Professional with a valid B.C. Teacher's certificate as of June 1, 1990, employed by the Board as at June 1, 1990 shall receive full recognition of experience for all years employed as an Associated Professional by the Board.
  - d. Associated Professionals shall receive credit for other experience as determined by a committee composed of the Superintendent or designate, President of the ADTU or designate, and one additional representative of the Union and the Board.
7. Experience credit for salary purposes shall be earned for:
- a. secondment to the ADTU
  - b. secondment to the BCTF or CTF in an educationally related capacity
  - c. secondment to the Ministry of Education in an educationally related capacity
  - d. secondment to a recognized college or university in an educationally related capacity
  - e. service in an educationally related capacity with Canadian Universities Service Overseas or Canadian International Development Agency
  - f. short term leave of absence for less than one year other than general personal leave and childcare leave
  - g. absence while on paid sick leave or extended sick leave, or WCB leave to a maximum total of one year

- h. absence while on general/personal leave or self funded leave where taken for professional advancement or educational upgrading.

### **ARTICLE B.23 INCREMENT DATES**

1. The increment date shall be the first day of the month following the month in which applicable experience accumulation is achieved.
2. The Board will make available on request all relevant employment records to assist the employee in establishing their placement.
3. As soon as technically practical the Board shall forward to each part-time employee not on maximum, a statement indicating their experience credit and their next anticipated increment date. Such notice shall be presented in September and January of each year.
4.
  - a. Applications made within two (2) months of qualifying for an increment increase will be paid pursuant to Article B.23.1 above.
  - b. Applications made after two (2) months of qualifying for the increment, but between September and December of a school year shall be paid retroactive to September of that school year.
  - c. Applications made after two (2) months of qualifying for the increment, but between January and June of a school year, shall be paid retroactive to January of that school year.

### **ARTICLE B.24 RECLASSIFICATION**

1. Reclassification of a teacher in consequence of additional training and salary increase resulting from such reclassification will be effected in accordance with the following:
  - a. Where a teacher qualifies for a certificate of a different level, application for a change in certification with supporting evidence shall be made by the member to the Teacher Regulation Branch and/or Teacher Qualification Service and on receipt of the confirmation of eligibility for the change the member shall notify forthwith the Superintendent of Schools in writing that they have received the confirmation.
  - b. Where a teacher satisfactorily completes training recognized by the Teacher Regulation Branch and/or Teacher Qualification Service on or before the 31st day of August, and where they make application under Article B.24.1.b on or before the next following 31st day of October, any payment resulting from a change in certification shall be effective from the 1st day of September of that year.
  - c. Where a teacher satisfactorily completes a training program recognized by the Teacher Regulation Branch and/or Teacher Qualification Service on or before the 31st day of December, and where they make application under Article B.24.1.b on

or before the next following 28th day of February, any payment resulting from a change in certification shall be effective from the 1st day of January immediately preceding the 28th day of February.

## **ARTICLE B.25      SUMMER SCHOOL**

1. The Board may annually establish a District Summer School.
2. Staffing requirements will be posted in District schools and members of the ADTU shall receive preference for teaching positions available. The selection of the successful candidate(s) shall be in accordance with Article E.24 (Qualifications Defined).
3.
  - a. Each teacher may accept up to two (2) summer school teaching assignments to provide for the preparation and instruction of course content and the evaluation of each student's progress.
  - b. Each teaching assignment shall consist of twenty (20) one and one half (1-1/2) hour classes.
  - c. Summer School will generally occur in July.
4. The rate of compensation for a summer school teaching assignment will be \$1,050. Where a teacher instructs a split class (double-programmed) the compensation for that class will be \$1,250.
5. Courses will be offered only if enrolment is sufficient. Minimum enrolment in each classroom is ten (10) students. This minimum may be waived should the total Summer School budget be sufficient to carry the courses(s). The maximum number of students in a class is twenty (20). Where there is a split class, the maximum number is eighteen (18). Split classes will not have more than two (2) grade levels.
6.
  - a. A teacher-in-charge of summer school will be selected to supervise the program during the month of July as required by the Board. The selection of the successful candidate(s) shall be in accordance with Article E.25 (Posting and Filling).
  - b. The rate of compensation for the teacher-in-charge will be \$1,050.
7. In the event a teacher is absent from a summer school session:
  - a. The cost of the first one 1-1/2 hour session which a teacher is absent due to illness shall not be deducted from a member who teaches one (1) course. The cost of the first two (2) 1-1/2 hour sessions which a teacher is absent due to illness shall not be deducted from a member who teaches two (2) courses.
  - b. For periods of absence beyond that provided for in Article B.25.7.a, the teacher will be deducted a prorated amount of pay in relation to the teacher's assignment for the period of such absence.

8. The allowable charges against the Summer School program shall be teachers' salaries and benefits, supplies at a cost of \$ 7.00 per pupil, secretarial assistance at a flat rate of \$ 700, and cost of teachers teaching on call arising from Article B.25.7.a.
9. If after such expenses as determined by Article B.25.9 have been met there is a surplus of revenue over expenditures, this surplus will be provided to the teachers in the program on a pro-rata basis as a further compensation bonus.
10. It is understood that an interim administrative officer will be appointed to establish program budget and set registration fee, schedule registration of students, establish an appropriate timetable, employ teachers, arrange secretarial assistance and complete facility arrangements.
11. The amounts referred to in Article B.25.4, Article B.25.6.b, and Article B.25.8 will be adjusted by the same percentage adjustment as in Category 5 Level 10 of the Basic Salary Scale pursuant to Article B.1.

**ARTICLE B.26 ASSOCIATED PROFESSIONALS**

1. Associated Professionals shall mean Speech/Language Pathologists, Psychologists, Psychometricians, Audiologists, and any other professional employee hired by the Board for a specific non-teaching assignment.
2. Associated Professionals may be required to work during the months of July and August for up to three (3) weeks. When such work is required, there must be mutual agreement on an equivalent period of vacation time to be taken between September and June of that school year. Such time to be taken when the employee’s workload is not at a peak level and such agreement shall not be unreasonably refused by either party.
3. Associated Professionals hired after July 1, 1992 shall be employed on a twelve month work year. The Board and the Union will develop a contract for such employees.
4. All other terms and conditions of employment established in this Agreement shall apply to Associated Professionals with the exception of the following Articles:

Article D.1	Class Size and Teacher Workload
Article D.4.4, D.4.5, D.4.6	Preparation Time
Article B.34.6.a, B.34.6.b	Part-Time Teachers Preparation Time
Article C.29.9	Teachers Teaching on Call

## **ARTICLE B.27 POSITIONS OF SPECIAL RESPONSIBILITY**

### **1. Job Descriptions**

The Board shall ensure that a written description of duties for each position of special responsibility shall be developed through consultation with the Union.

- a. The description of duties for district-based positions of special responsibility, once developed, shall be incorporated into the District policy manual.
- b. The description of duties of school-based positions of special responsibility shall be kept at the school office and made available upon request.
- c. These shall include but not be limited to: Head Teachers, Resource Centre Manager, Consultants, Coordinators, and First Aid Attendants.

### **2. New Positions**

- a. Whenever a new position of special responsibility is contemplated or an existing position of special responsibility is eliminated, the Board shall discuss the matter with the Union prior to implementation. When a new position of special responsibility is created or changed, the allowance shall be subject to negotiation between the Board and the Union.
  - b. In the event that no agreement is reached on the appropriate allowance, then an interim rate of pay shall be set by the Board which shall be:
    - i. greater than the teacher's salary as determined in accordance with the basic salary scale in Article B.1 (Salary); and
    - ii. subject to negotiation on a retroactive basis during the negotiations for a subsequent collective agreement.
3. All positions of special responsibility shall be voluntary.
  4. As they become vacant all positions of special responsibility shall be posted according to Article E.25 (Posting and Filling of Vacancies).

## **ARTICLE B.28 RESOURCE TEACHERS**

1. The description of duties of Resource Teachers shall be kept at the district office and made available on request.
2. Such positions shall be posted in accordance with Article E.25 (Posting and Filling of Vacancies).
3. At the conclusion of the resource teacher appointment period, the teacher shall return to their teaching duties and shall be returned to the school from which the leave was granted.

**ARTICLE B.29      TEACHER IN CHARGE**

1. A teacher may be appointed as a teacher in charge in accordance with this Article.
2. In the event that all administrative officers assigned to the school are absent from the school, the teacher in charge may be requested to assume the duties specified in this clause for periods not exceeding five (5) consecutive school days at any one time.
3. The teacher in charge, when requested to act, shall attend to ensuring that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal with emergent matters as they may arise, with required assistance from the Board office. Routine attendance recording and information reporting to the Board shall be maintained. However, the teacher in charge shall not be responsible for other ongoing administrative or managerial duties, and specifically shall not have such responsibilities in relation to other teachers or parents.
4. While acting as teacher in charge, the teacher is covered by all terms and conditions of this Agreement.
5. Where a teacher in charge is appointed and in the opinion of the teacher a teacher teaching on call is required, such request shall be made first to the principal and if refused to the Superintendent of Schools. Such requests shall not be unreasonably refused.
6. Where absences of administrative officers continue for more than five (5) consecutive school days the teacher in charge will assume all administrative duties, excluding only formal evaluation of instruction.
7. Appointments exceeding five (5) consecutive school days must have the approval of the appointee and the Union on or before the fifth consecutive day of said appointment. Such approval shall not be unreasonably withheld.
8. A teacher has the right to refuse to act as a teacher in charge except in emergencies and then only for the duration of the emergency. Job action shall not constitute an emergency.
9. Rate of Compensation
  - a. A teacher who is appointed as a Teacher in Charge shall be compensated at the following per hour rates, in increments of one hour.

Effective July 1, 2019	\$12.84
Effective July 1, 2020	\$13.10
Effective July 1, 2021	\$13.36

b. The maximum daily compensation under this article shall be as follows:

i. Schools with < 400 FTE students

Effective July 1, 2019	\$75.49
Effective July 1, 2020	\$77.00
Effective July 1, 2021	\$78.54

ii. Schools with > 400 FTE students

Effective July 1, 2019	\$94.37
Effective July 1, 2020	\$96.26
Effective July 1, 2021	\$98.18

**ARTICLE B.30 DEPARTMENT HEAD/TEAM LEADER APPOINTMENTS**

**1. Qualifications and Tenure**

A Department Head/Team Leader should have considerable academic preparation and experience in teaching, particularly in their subject field, grade level or area, and should show evidence of ability to organize and to lead.

- a. The Department Head/Team Leader position is a yearly appointment and must be reviewed prior to renewal.
- b. In the event that a Department Head/Team Leader is absent from duties for a period in excess of twenty (20) consecutive school days an interim Department Head/Team Leader shall be selected subject to the approval of the school principal pursuant to Article B.30.1.b, for the remainder of the school year or until the return of the incumbent.

**2. Method of Appointment**

The staff committee shall, in consultation with the teaching staff, recommend the subject departments, grade level and/or areas that shall be allocated a department head/team leader.

- a. Each department, grade level or area team shall select from among its members its choice of department head/team leader, subject to the approval of the school principal. If the principal does not approve of the selection by any department, grade level or area team, they shall meet with the department or team to resolve differences. If there is no resolution of differences, the principal's recommendation shall prevail. Upon request the principal shall provide written reasons for their decision.
- b. The principal shall provide the Board with a list of teachers recommended for approval as department heads/team leaders and their respective Department Head/Team Leader allowances in accordance with Articles B.32.1 to B.32.3 (Allowances) by May 31st of each year.



3. Appointments shall terminate automatically on June 30th of the school year and appointments for the following school year shall be made by June 15th.

**ARTICLE B.31 HEAD TEACHER**

1. In the event that the Board creates a position which is included in the bargaining unit as defined in Article A.2 (Recognition of the Union) of this Agreement, the Board shall negotiate with the ADTU, the appropriate remuneration.
2. In the event that no agreement is reached on the appropriate remuneration, then an interim rate of pay shall be set by the Board which:
  - a. shall be greater than the teacher’s salary as determined in accordance with the Basic Salary Scale in Article B.1; and
  - b. shall be subject to negotiation on a retroactive basis during the negotiations for a subsequent collective Agreement.

**ARTICLE B.32 ALLOWANCES**

**1. Middle and Secondary Department Head/Team Leader Allowance**

All middle and secondary schools shall receive an allocation of funds for the purpose of department head/team leader allowances according to the following schedule:

FTE Enrolment (September 30)

i. < 400

Effective July 1, 2019	\$8,727.57
Effective July 1, 2020	\$8,902.12
Effective July 1, 2021	\$9,080.16

ii. 401 – 800

Effective July 1, 2019	\$13,091.35
Effective July 1, 2020	\$13,353.18
Effective July 1, 2021	\$13,620.24

iii. 801 – 1100

Effective July 1, 2019	\$17,029.40
Effective July 1, 2020	\$17,369.99
Effective July 1, 2021	\$17,717.39

iv. >1101

Effective July 1, 2019	\$21,818.92
Effective July 1, 2020	\$22,255.30
Effective July 1, 2021	\$22,700.41

2. The principal after meaningful consultation with the school staff committee and all department heads/team leaders shall determine whether and which department heads/team leaders shall be provided with release time for department head/team leader duties in addition to that provided for in Article D.4 (Preparation Time) on the following conditions:

- a. such release time to be at no additional cost to the Board; and
- b. such release time does not result in a compromise or violation of any other provision of this agreement.

3. In any event, no individual department head/team leader shall receive less than five (5) percent or more than twenty-five (25) percent of the amount allocated to the school pursuant to Article B.32.1.

**4. Severely/Profoundly Mentally Handicapped, Project Classes and One Teacher Schools - Allowance**

Teachers in classes designated by the Superintendent of Schools as severely/profoundly mentally handicapped, teachers in Project classes and a teacher in a one-teacher school shall be paid an allowance equivalent to one increment on their scale.

**5. Supervisors of Instruction - Allowance**

The supervisors of instruction shall be paid an allowance of 30% of category 6 level 10 per annum.

**6. Resource Center Manager - Allowance**

The resource centre manager shall be paid an allowance of 10% of category 6 level 10 per annum.

**7. Consultants and Co-ordinators - Allowance**

Consultants and co-ordinators shall be paid an allowance of 7.5% of category 6 level 10 per annum.

**8. Head Teacher - Allowance**

Where a head teacher is appointed an allowance of 5% of category 6 level 10 per annum will be paid.

**9. Isolation Allowance**

a. Teachers assigned to schools in Ucluelet and/or Tofino shall receive an isolation allowance per annum, as follows:

Effective July 1, 2019	\$1,283.47
Effective July 1, 2020	\$1,309.14
Effective July 1, 2021	\$1,335.32

b. Teachers assigned to Bamfield Community School shall receive an isolation bonus per annum, as follows:

Effective July 1, 2019	\$2,181.89
Effective July 1, 2020	\$2,225.53
Effective July 1, 2021	\$2,270.04

c. Isolation allowances will be pro-rated for part-time teachers.

**10. Moving/Relocation Allowance**

Where a teacher is required to transfer (as a result of the application of Article E.23 (Transfers Initiated by the Board) or Article C.2 and C.5 (Seniority and Layoff, Recall and Severance) from their teaching community but within the district, the moving allowance below, when supported by receipts, will be paid to the teacher when the member takes up residence in that community. Teaching community shall be defined as in Article C.5.3.b (Seniority-Layoff-Recall)

Effective July 1, 2019	\$629.15
Effective July 1, 2020	\$641.73
Effective July 1, 2021	\$654.56

**11. First Aid**

Those designated teachers holding valid Industrial First Aid Certificates, in schools where such attendants are required in accordance with WorkSafeBC Regulations, will be paid an allowance per annum, as follows:

Effective July 1, 2019	\$770.08
Effective July 1, 2020	\$785.48
Effective July 1, 2021	\$801.19

**ARTICLE B.33 EMERGENCY SERVICES**

1. An ADTU member shall apply in writing to the Board in September of each year to be designated as an emergency service volunteer pursuant to this Article.
2. Emergency services shall pertain only to voluntary emergency rescue services, voluntary fire protection and voluntary ambulance driver/attendant.

3. Where a teacher (as designated in Article B.33.1) is called out for emergency services and is therefore unable to work, the Board will pay for the cost of the teacher teaching on call for one (1) teaching day. Additional days up to a total of three (3) teaching days may be granted by the Superintendent of Schools. Any payment the teacher receives for such service shall be returned to the Board.
4. In the event that the teacher is injured while performing the voluntary emergency service and is in receipt of WorkSafeBC benefits, they shall be deemed to have been injured at work and Article G.26 (WCB Leave with Pay) shall apply for those days that school is normally in session.

## **ARTICLE B.34 PART-TIME TEACHERS**

### **1. Experience Recognition**

As of January 1, 1974, teachers appointed on a regular part-time basis in this district shall be allowed to accrue experience proportionate to the fraction of the school year for which they are employed in the district.

### **2. Seniority**

For the purpose of calculating length of service part-time employees shall receive credit for actual time worked up until September 1982. As of September 1982, part-time teaching shall be credited fully as if it were full-time service. Teachers who enter into bona fide job sharing as approved by the Superintendent of Schools shall be granted full-time service for the purpose of seniority effective September 1, 1985.

### **3. Severance Pay**

Severance pay shall be calculated at the rate of five percent (5%) of one year's salary for each full year of service with the Board and prorated at the percentage time of employment for each part-time year of service to a maximum of one (1) year's salary.

### **4. Sick Leave**

Part-time employees shall accumulate and be eligible to use sick leave in proportion to the percentage of time that they teach.

### **5. Non-Instructional Duties**

The principal, after consultation with the staff committee, shall take into account the percentage of instructional time taught and endeavour to adjust the assignment of non-instructional duties to reflect that percentage.

### **6. Preparation Time**

- a. Part-time employees shall be entitled to preparation time on a pro-rata basis.

- b. When scheduling makes the assignment of part-time employee preparation time impractical, salaries must be increased on a pro-rata basis or other suitable arrangements may be made at the mutual agreement of both parties.
- c. Preparation time for part-time ADTU employees shall be scheduled in blocks of not less than thirty (30) minutes unless timetabling considerations makes such blocks impractical. In any event the preparation time shall be in blocks of not less than twenty (20) minutes.
- d. Part-time employees who do not register a class on a regular basis shall consult with the school principal (or Superintendent's designate in the case of Associated Professionals) to schedule such preparation time in blocks of not less than twenty (20) minutes.

**7. Professional Days - In-Service - Parental Interviews**

- a. If a part-time employee is directed by the Superintendent of Schools or designate to attend the entire day for professional development activities, inservice activities or scheduled parental interviews occurring during the regular school day when the member would not normally work, they shall be paid for the entire day.
- b. If a part-time employee is directed by the Superintendent or designate to attend a portion of a day for scheduled parental interviews occurring during a regular day when the part-time employee would not normally work, they shall be paid in accordance with the following formula:

$$\frac{\text{number of additional hours}}{\text{worked during regular school day}} \times \frac{\text{salary scale}}{1000}$$

**8. Pay**

- a. A part-time employee shall be paid as determined by the category assigned by the Teacher Qualifications Service and experience and proportionate to their appointment.
- b. A part-time employee who substitutes for the teacher with whom they ordinarily share the position will be paid on scale rather than at the teacher teaching on call rates.

**9. Benefit Plans**

- a. Part-time employees with an appointment of 0.5 or greater shall be eligible to participate in all benefit plans.
- b. A part-time employee shall neither lose nor gain pay as a result of a statutory holiday.

- c. Where a teacher requests and the Board approves a leave to move from a full-time appointment to a part-time appointment, the member may apply to purchase full-time pension credits pursuant to the Teacher Pension Plan legislation.

## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

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

### **ARTICLE C.2      SENIORITY**

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

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

## **Local Provisions**

### **7. Definition of Seniority**

- a. In this Article, "seniority" means an employee's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment.
- b. In addition to the provisions of Article C.2.7.a, the seniority for an employee on a continuing contract shall include:
  - i. Teacher teaching on call seniority accumulated pursuant to PCA Article C.2.3; and
  - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

### **8. Determination of Seniority**

When the seniority of two (2) or more employees is equal pursuant to Article C.2.7, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.

- a. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8, the employee with the greatest aggregate length of regular (not teacher



teaching on call) service with another school authority recognized for salary experience purposes in this Agreement, shall be deemed to have the greatest seniority.

- b. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.a, the employee with the earliest date of employment with the Board shall be deemed to have the greatest seniority.
- c. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.b then the employee to whom the earliest acceptance of an offer of a position was received by the Board shall be deemed to have the greatest seniority.
- d. For the purpose of this Article, leaves of absence in excess of one month shall not count toward aggregate length of service with the Board, except:
  - i. maternity leave;
  - ii. parental leave;
  - iii. general/personal leave or self funded leave taken for professional advancement or educational upgrading;
  - iv. parenthood leave;
  - v. leave or secondment for duties with the ADTU;
  - vi. leave for duties with the B.C. Teachers' Federation;
  - vii. secondment to the Ministry of Education, a Faculty of Education, C.I.D.A., the Teacher Regulation Branch or pursuant to a recognized teacher exchange program;
  - viii. leave inclusive of paid sick leave, extended sick leave (SIP) or WCB leave; absence while on paid leave of absence;
  - ix. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas;
  - x. leave for elected office at the Provincial or Federal level;
  - xi. Compassionate Care Leave pursuant to G.2
- e. For the purposes of this Article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of two (2) years, or by termination and re-engagement pursuant to Article C.3.
- f. Authorized leaves of absence without pay shall not break the continuity of service but shall not be counted as seniority except as provided in Article C.2.8.d.

**9. Seniority List**

The Board shall, by October 31 of each year forward to the Union a list of all teachers employed by the Board, in order of seniority calculated according to Articles C.2.8 to C.2.8.f (Determination of Seniority), setting out the length of seniority as of September 1 of that year. The onus is on newly appointed teachers to provide the necessary documentation.

**ARTICLE C.3 EVALUATION**

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

**ARTICLE C.4 TTOC EMPLOYMENT**

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

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

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

**1. Principle of Security**

Increased length of service in the employment of the Board entitles employees covered by this Agreement to commensurate increase in security of employment provided that the member possesses the necessary qualifications for the work available.

**2. Definition of Necessary Qualification**

In this Article, "necessary qualifications" means certification and educational preparation or experience or related experience that indicates the teacher will be able to perform the

duties of the position in a satisfactory manner following a reasonable period of familiarization.

- a. Should any question arise as to whether a teacher has, or does not have, the necessary qualifications for a particular teaching position, a grievance may be filed pursuant to Article A.6 (Grievance Procedure).

### **3. Security of Employment Based on Seniority and Necessary Qualifications**

When, for bona fide educational, budgetary or administrative reasons, the Board determines that it is necessary to reduce the total number of teachers employed on a continuing contract by the Board, the members to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available and are prepared to go to the schools where positions are available.

- a. The Board may initiate transfers to implement the provisions of Article C.5.3. Any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this Agreement otherwise dealing with transfers.
- b. A teacher will not be transferred from their teaching community without their agreement so long as there are individuals with less seniority holding teaching positions requiring similar necessary qualifications. Teaching communities are defined as the Alberni Valley, Ucluelet-Tofino, and Bamfield.
- c. Should transfers from one teaching community to another be necessary it will be done according to the District seniority list provided that the teacher has the necessary qualifications.
- d. Nothing in Articles C.5.3 or C.5.3.a shall be taken to require the Board to transfer a teacher with greater seniority for the purpose of retaining on staff a member with less seniority than that teacher.
- e. A teacher cannot elect or be forced into an assignment removed more than one division from their area of competency. The divisions are kindergarten, primary, intermediate, junior secondary and senior secondary.
- f. The Board shall give each teacher it intends to terminate pursuant to this Article thirty (30) days notice in writing, such notice to be effective at the end of a school term, containing the reasons for the termination and a list of the teaching positions, if any in respect of which the Board proposes to retain a member with less seniority. The Board shall concurrently forward a copy of such notice to the Union.

### **4. Teacher's Rights of Re-engagement**

When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision except Article C.5.4.c of this Agreement, first offer re-engagement to the teacher who has the most seniority among those terminated

pursuant to this Article, provided that that member possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the member with the next greatest seniority and 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 Article.

- a. A teacher who is offered re-engagement pursuant to Article C.5.4 shall inform the Board whether or not the offer is accepted, within 24 hours of the receipt of such offer. Teachers on the recall list are responsible for advising the office of the Superintendent of Schools in writing of any changes in address or telephone number to ensure they can be contacted readily, and of any changes in their certification to ensure they are considered for any vacancies which may arise.
- b. The Board shall allow five (5) days from an acceptance of an offer under Article C.5.4.a for the teacher to commence teaching duties, except that, where the member is required to give a longer period of notice to another employer, such longer period shall be allowed.
- c. A teacher's right to re-engagement under this Article is lost:
  - i. if the teacher elects to receive severance pay under Article C.5.8 of this Agreement; or
  - ii. if the teacher refuses to accept two positions within the previous home school community for which they possess the necessary qualifications; or
  - iii. if twenty-eight (28) months elapse from the date of termination under this Article and the teacher has not been re-engaged.
- d. The following will not be considered a refusal under Article C.5.4.c.ii:
  - i. refusal of a suitable teaching position outside of one's teaching community; or
  - ii. refusal of a part-time position where a teacher previously held a full-time position, or vice versa.
- e. Teachers on recall who accept a part-time teaching position shall continue to have recall rights to a full-time position, and shall be offered a suitable full-time position according to the seniority list as soon as a suitable position becomes available.
- f. Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the District if they held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing contract pursuant to this Agreement.
- g. Acceptance of a temporary position with the Board does not affect a teacher's continuing appointment status.

- h. Teachers subject to recall shall request in writing to the Superintendent of Schools that they not be subject to recall notice for a stated period of time for any reason including:
  - i. if at the time of such offers the teacher would be entitled to maternity leave; or
  - ii. if at the time of such offers the teacher is attending university; or
  - iii. if at the time of such offers the teacher is medically unable to work.

**5. RE-ENGAGEMENT RIGHTS/SCHOOL OPENING IN SEPTEMBER**

The following process applies only to the recall of ADTU members to positions prior to school opening in September. All provisions of Article C.5 remain in effect.

The Employer and Union agree to replace Article C.5.5 and Mid-Contract Modification #2 with the following:

- a. ADTU members who are on the recall list will provide the Employer with their preferred contact information for this process as requested by the Employer if opting to not use the Employer's electronic mail system. This information shall be submitted to the employer by June 30th.
- b. The Employer shall provide a list of all available positions to all ADTU members on the recall list by 12 p.m. on the last Monday of August. The list will include contact information for the Superintendent or Designate, and the ADTU President. A copy of the list of available positions shall be provided to the ADTU at this time.
- c. ADTU members on the recall list shall have twenty-four (24) hours from the receipt of the list of positions as of 12 p.m. on the last Monday in August to provide the Employer with their selection of positions in order of preference. The Employer shall provide the ADTU with a copy of each ADTU member's selection at this time.
- d. The Employer shall fill selected positions in accordance with Article C.5.4.
- e. Any new vacancies as a result of this process outlined in Article C.5.5.a through Article C.5.5.c shall be offered to any ADTU member remaining on the recall list by repeating the steps above. For the subsequent rounds of postings, ADTU members shall be given twenty-four (24) hours from the time of distribution of the list of positions to provide the Employer with their selections in order of preference. The Employer shall forward a copy of the list of positions and each ADTU Member's selections to the ADTU at this time..
- f. The above process will be repeated and will conclude upon the earliest of: there are no remaining vacancies created by the selection process from this Article, or until twelve (12) p.m. on the Friday before School opening in September.

- g. If an ADTU member declines to select a position through this process or does not respond, it may be considered as one refusal per round pursuant to Article C.5.4.c.ii. provided that there is at least one position on the list that the ADTU member is qualified for, is within the ADTU Member's teaching community and is equal to their Full-time Equivalency.
- h. Positions that arise following completion of steps a-g above will be offered to ADTU members on the recall list pursuant to Article C.5.4 using the preferred communication method identified by the ADTU Member in C.5.5.a of this section.

## **6. Recall List**

The Board shall maintain a recall list. Copies of that list will be sent to each person on that list and the Union at least once during the fall and once during the spring term each year provided that the teacher supplies a current address.

## **7. Sick Leave**

A teacher re-engaged pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of termination.

## **8. Benefits**

A teacher who retains rights of re-engagement pursuant to Articles C.5.4 to C.5.4.h (Teacher's Rights of Re-engagement) shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement by payment of the full cost of such benefits to the Board and subject to plan regulations. Payment of the cost of such benefits to be shared in accordance with the provisions of Article B.11 (Benefits) for the first two months and thereafter the full cost to be paid by the teacher.

## **9. Severance Pay**

A teacher on continuing appointment who has one (1) or more years of continuous employment with the Board and who is terminated, save and except a member who is terminated for cause in accordance with the collective Agreement or the *School Act* and Regulations, may elect to receive severance pay at any time before the member's right to re-engagement pursuant to Articles C.5.4 to C.5.4.h (Teacher's Rights of Re-engagement) is lost.

- a. Severance pay shall be calculated at the rate of five percent (5%) of one year's salary for each full year of service with the Board and prorated at the percentage time of employment for each part-time year of service to a maximum of one (1) year's salary.
- b. The salary on which severance pay is calculated shall be the full rate shown on the Basic Salary Scale in Article B.1 (Basic Salary Scale) for that teacher at the time of termination.

- c. A teacher who receives severance pay pursuant to this Article and who, notwithstanding Article C.5 is subsequently rehired by the Board, shall retain any payment made under the terms of this section and in such case, for purposes only of Article C.5.9.a, the calculation of years of service shall commence with the date of such rehiring.
- d. The above provisions shall apply, with any necessary modifications, to any employees covered by this Agreement who are not teachers as defined in the *School Act*.

**10. Administrative Officers Returning to Teaching**

When an administrative officer's contract has been concluded prior to the end of the school year, and they is returning to teaching, their placement shall be in accordance with Article E.25 (Posting and Filling).

- a. In any event, no employee appointed by the Board and covered by this Agreement shall be terminated as a result of such placement.
- b. At year end, the placement of an administrative officer, whose administrative contract with the Board has concluded shall be in accordance with Article E.21 (Staffing Procedures in Schools).

**11. Disputes**

Any questions regarding the interpretation, application, operation or alleged violation of this Article shall be subject to the Grievance Procedure and Arbitration as set out in Articles A.6 and A.7.

**ARTICLE C.20 TEACHER APPOINTMENTS**

- 1. All employees covered by this Agreement appointed by the Board to the district shall be appointed on a continuing appointment except for:
  - a. temporary appointments made in accordance with this Article; and
  - b. teachers teaching on call, subject to the provisions of this Agreement.
- 2. The Board may employ a teacher on a temporary appointment for a period of one school year or less in the following circumstances:
  - a. to replace a teacher during that member's leave of absence; or
  - b. to fill a vacancy that arises during the school year; or
  - c. to fill a position temporarily existing for a specified educational purpose; or
  - d. to fill a position held by a Teacher Teaching on Call for a period of twenty (20) or more consecutive days.

3. At the expiration of the period specified in the temporary appointment, the temporary appointment shall be deemed to be terminated.
4. a. A teacher shall be granted a continuing appointment when the member has been employed by the Board on a temporary appointment for:
  - i. at least four (4) FTE continuous months; and
  - ii. an aggregate of fifteen (15) FTE months; and
  - iii. has commenced and completed at least two (2) temporary appointments of any duration; and
  - iv. is reappointed to another position in the district in addition to the temporary appointments referred to in C.20.4.a.i, C.20.4.a.ii and C.20.4.a.iii.
- b. The calculation of employment with the Board for the purposes of Article C.20.4.a.i and C.20.4.a.ii shall commence July 1, 1990.
- c. Effective September 1, 1992, any part-time service of less than 0.5 FTE for the purposes of Articles C.20.4.a.i and C.20.4.a.ii shall be calculated in the following manner:
  - .1 FTE as .2 FTE
  - .2 FTE as .5 FTE
  - .3 FTE as .5 FTE
  - .4 FTE as .5 FTE
5. The Board will provide the Union with the following:
  - a. a list of all temporary appointments by October 30 of each year;
  - b. a copy of all appointment letters within three days of each appointment by the Board; and
  - c. list of all employees in the bargaining unit on leave of absence or long term sick leave by October 30 each year.
6. As soon as technically practical the list shall include the total F.T.E. months of service of the teacher on temporary contract providing that the member supplies to the Board the necessary initial documentation to calculate the member's aggregate F.T.E. service.



7. a. Teachers on temporary appointments may be evaluated in accordance with Article C.24 (Evaluation of Teaching Performance), but in any event an evaluation shall be completed before:
- b. the temporary teacher's tenth (10th) consecutive month of service on a temporary appointment; or
- c. the fifteenth (15th) month of aggregate service on temporary appointments.

## **ARTICLE C.21      TEMPORARY POSITIONS**

### **[See also Local Letter of Understanding #2]**

1. The Board may post a temporary position for a period of one school year or less in the following circumstances:
  - a. to replace a teacher during that member's leave of absence; or
  - b. to fill a vacancy that arises during the school year; or
  - c. to fill a position temporarily existing for a specified educational purpose.
2. A position which is temporarily created and has existed for two (2) consecutive school years shall be reviewed by the Board and made permanent or discontinued except those positions which are dependent upon annual external funding.
3. In any one school year the number of temporary positions shall not exceed the number of teachers:
  - a. on leave of absence;
  - b. on sick leave exceeding twenty (20) days;
  - c. occupying temporarily existing positions; and
  - d. occupying positions which become vacant during the school year.
4. The Board will provide the Union with a list of all temporary positions by October 30 of each year.

## **ARTICLE C.22      PART-TIME AND/OR SHARED APPOINTMENTS**

### **1.      Request for Part-Time Appointment**

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

- a. Such leave of absence requests shall be made annually and if granted, will not jeopardize the teacher's full-time continuing status with the Board.

- b. A teacher returning from the leave in Article C.22.1 effective the commencement of the school year shall be returned to the staff roster of the school at which the member held a full-time continuing position.
  - i. A teacher on or returning from leave is eligible to apply for and fill a position pursuant to Article E.25 (Posting and Filling of Vacancies).
  - ii. The teacher may return to a full-time appointment at an earlier date or may extend the period of part-time teaching by agreement with the Board if reasonable notice of the request for earlier or later return has been given.
- c. A teacher with a part-time position may without prejudice to that position request an additional specified part-time position for a specified length of time.

## **2. Shared Position**

- a. The needs of the District and the teachers are of prime consideration (including the costs to the Board), in determining a shared position. Request for such positions shall not be unreasonably denied.
- b. Teachers employed by the Board may jointly request specified job- sharing by March 1 for the following school year in respect of a single position. Where the request is granted:
  - i. salary shall be pro-rated according to the percentage of time worked by each teacher;
  - ii. the Board shall pay the benefit contributions provided in Article B.11 (Benefits) as if both teachers were full-time teachers;
  - iii. when one of the teachers agrees to work due to the temporary absence or illness of the other member, that member shall receive payment at full pro-rata scale placement for all such work upon ratification of this Agreement; and
  - iv. each teacher is considered for all other purposes to be on leave of absence with respect to the time not worked.
- c. All proposed shared positions will be outlined in writing by the respective teachers. All proposals should provide details on preparation time, supervision, appropriate organization of students and pupil evaluation.
- d. Teachers shall be informed of the implications of a shared position as it affects: tenure, benefits/compensation, seniority/job security, pensions and member evaluation.
- e. Upon completion of the shared position, the teacher(s) shall be entitled to return to the position held prior to shared position, unless an additional term is negotiated by, and acceptable to, all parties.

- f. Where a job sharing arrangement is dissolved:
  - i. the teacher shall, in order of seniority, be given the right of refusal of the former shared position, thereafter
  - ii. the teacher(s) will be placed in accordance with Article E.25 (Posting and Filling of Vacancies).
- g. Any additional term shall be negotiated and approved at least two school months before expiration of the current term.

**ARTICLE C.23 RETRAINING IN THE EVENT OF LAYOFF**

1. A teacher who receives notice of termination under Article C.5 shall be entitled to receive a leave of absence without pay within thirty (30) days of termination for up to one year for the purpose of retraining to qualify for another position with the Board.
2. In the event that the teacher elects to receive such leave of absence, the Board shall amend the effective date of the termination notice to coincide with the beginning of the school year which next follows the expiry of the period of the leave, or of any extension thereof.
3. An extension of the leave may be granted at the discretion of the Superintendent of Schools.
4. For the purposes of calculating severance pay, such leave will not count toward service with the Board.
5. A teacher who receives leave of absence under this Article shall be eligible for Health and Welfare Benefits pursuant to Article G.39.1 (Health and Welfare Benefits While on Leave).

**ARTICLE C.24 EVALUATION OF TEACHING PERFORMANCE**

**1. Purpose**

The purpose of evaluation is to provide an accurate and objective measurement and record of performance.

- a. Teachers shall be evaluated only in accordance with the provisions set out in this Article.

**2. Definition**

The term "Evaluation" refers to the action of assessing competence and holding all personnel, those evaluating and those being evaluated, responsible for their part in the assessment.

3. Minimum performance standards must be uniform for all teachers and definable as central to sound instruction and supervision of students.

**4. Reports (General)**

An evaluation of a teacher may be conducted in any year but all members shall receive a formal evaluation:

- a. during the first (1st) year in the district and every fifth (5th) year thereafter unless the teacher and the Superintendent of Schools otherwise agree; and
  - b. at the written request of a teacher. Where such request is made after March 31st and there is insufficient time for a thorough supervisory process, the report shall be a summary document, waiving where necessary the procedures of this Article and stated as such.
5. a. All evaluation reports prepared pursuant to this Article shall be:
- i. in writing; and
  - ii. prepared independently and without collaboration on content or results; and
  - iii. without supplementary written or oral reports.
- b. Under normal circumstances reports shall be prepared only by an administrative officer of the school to which that teacher is assigned, the Superintendent of Schools, a Deputy/Assistant Superintendent, or a Director of Instruction.
6. Involvement or non-involvement in extra-curricular or union activities shall not be commented upon by the evaluator.
7. When any of the criteria/process set out in this Article or Appendix A, titled, "Criteria Critical to Teacher Competence", are not appropriate to the nature of the teacher's assignment, (non-classroom assignment) the evaluator shall discuss and seek the member's agreement about the criteria/process which shall be followed. Such criteria/process to be consistent with the principles of the criteria/process in Article C.24 and Appendix A titled, "Criteria Critical to Teacher Competence".
8. Unusual circumstances which are beyond the control of the teacher shall be taken into consideration by the evaluator and noted in the report.
9. a. If, prior to commencement of observations in accordance with this Article, the teacher believes that there exists an apprehension of bias on the part of the evaluator, the member shall request a meeting with the Superintendent of Schools and a representative of the ADTU to discuss the member's concerns. If after considering the representations of the teacher and the member's representative, the Superintendent of Schools determines that there is an apprehension of bias they shall appoint another evaluator to perform the evaluation.

- b. If the apprehension of bias relates to the Superintendent of Schools, the teacher shall request a meeting with the Board to present their concerns. If after considering the presentations of the teacher and the member's representative, the Board determines that there is an apprehension of bias, the Board shall appoint another evaluator to perform the evaluation.
- 10. The evaluator who commences an evaluation shall be the person who makes the observations, confers with the teacher and prepares the report consistent with this Article.
  - 11. While it is intended to evaluate a teacher within their areas of training/expertise, where a member's assignment is substantially different from their professional training/expertise and/or preferences of teaching subjects and grades, the report shall reflect such discrepancies.
  - 12. Except in unusual circumstances an evaluation report shall be completed within three (3) months of the commencement of the first observation.

### **13. Evaluation Process**

The following describes the evaluation process.

#### **a. Notice of Evaluation**

At least three (3) weeks prior to the commencement of observations, the evaluator shall meet with the teacher:

- i. to discuss the purpose of the evaluation, and
- ii. to determine the expected time span of the observations, and
- iii. to provide the teacher with a copy of "Criteria Critical to Teacher Competence".

#### **b. Pre-Observation Conference**

Within the three week period following the notice of evaluation, the evaluator shall meet with the teacher for discussion to clarify the process and criteria to be used.

#### **c. Lesson Observation**

- i. The evaluator shall conduct a series of observations which shall include:
  - (1) one or more pre-arranged formal classroom visitations; and
  - (2) two or more unannounced formal classroom visitations, but in any event no more than six formal classroom visitations unless the teacher and the evaluator otherwise agree.
- ii. (1) Periods chosen for observation shall be at appropriate times.

- (2) The teacher shall, prior to the commencement of an observation, advise the evaluator if they believe that the observation should not occur pursuant to Article C.24.13.c.ii.(1) .

**d. Post Observation Conferences**

The evaluator shall meet with the teacher as soon as practical after each observation to share impressions and where necessary to provide a written statement of concern.

**e. Plan of Assistance**

The evaluator shall provide the teacher, when required, with assistance appropriate to the development of a satisfactory standard of performance as it pertains to any of the evaluation criteria. Where the plan of assistance suggested is undertaken by the teacher, a reasonable time of implementation (not less than twenty (20) teaching days) shall be provided before another report is initiated.

**f. Preparation of Draft Report**

The preparation of a draft evaluation report shall be based on:

- i. personal observations and other factual information; and
- ii. the teacher's general performance in school consistent with the criteria identified in Appendix A, titled, "Criteria Critical to Teacher Competence"; and
- iii. a series of observations in accordance with this Article.

**g. Review of Draft Report**

- i. The evaluator shall provide a copy of the draft report to the teacher at least two (2) working days prior to the submission of the final report and communicate or meet with them about it. Such meeting shall provide sufficient time for full discussion and clarification of the report.
- ii. The evaluator shall meet with the teacher about the draft report referred to in Article C.24.13.g, if the member so elects. The teacher may be accompanied by another member covered by this Agreement. If the teacher elects to be accompanied at this meeting they shall advise the evaluator prior to the meeting.

**h. Final Summative Rating**

- i. The summative rating shall reflect satisfactory competence in each of three (3) criteria; instructional competence, classroom management, and professional conduct as identified in Appendix A. titled, "Criteria Critical to Teacher Competence".

- ii. The closing evaluative statement on a teaching report shall read as follows:

"The teaching performance is considered to be satisfactory"; or

"The teaching performance is considered to be less than satisfactory"

- i. **Filing Final Report**

The final report shall be filed in the teacher's personnel file at the school district office. A copy shall be given to the teacher at the time of filing. One additional copy may be retained for a reasonable period of time by the author for their record. Except as required by law, all reports will be treated on a strictly confidential basis.

- j. **Written Commentary**

Teachers may submit a written commentary on any written report if so desired which shall be attached to and form a part of the report.

#### **14. General**

For the instructive purposes of this Article it is recognized that the Superintendent of Schools or designate shall, except as limited by this Agreement, continue to exercise their normal discretion in supervising and advising regarding instruction consistent with the *School Act* and Regulations.

- 15. Any dispute with respect to the application of procedures contained in this Article or the contents of any report shall be subject to Article A.6 (Grievance Procedure).

### **ARTICLE C.25 DISMISSAL AND DISCIPLINE FOR MISCONDUCT**

- 1. The Board shall not discipline or dismiss any employee bound by this Agreement save and except for just and reasonable cause.
- 2. Where any employee is under investigation by the Board for any cause which may lead to discipline, the member and the Union shall be immediately advised.
  - a. Where discipline may lead to suspension or dismissal the employee and the Union shall be advised in writing of that fact and of the particulars of any allegations then available unless such notification would prejudice the investigation. In any event the employee and the Union shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board.
  - b. The employee shall be represented by the ADTU pursuant to Article A.22.3 "Right to Representation".

3. The Board shall not dismiss or suspend (other than a suspension to which Section 15(5) of the *School Act* applies or temporary suspensions with pay) any employee bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the member entitled to be present, unless the ADTU waives the right to such meeting. With respect to such meeting:
  - a. the employee and ADTU shall be given seventy-two (72) hours notice;
  - b. at the time such notice is given, the employee and the ADTU shall be given the reasons for the contemplated action and any documents and/or evidentiary information then available that will be considered at the meeting;
  - c. if further relevant information related to the reasons for the dismissal or suspension becomes available within the seventy-two (72) hour period, this information shall be communicated forthwith to the teacher and the ADTU prior to the meeting. Either party may postpone the meeting for up to seventy-two (72) hours;
  - d. the Board will consider any written replies to the allegations filed on behalf of the teacher prior to the meeting;
  - e. the teacher shall:
    - i. be accompanied by representatives and/or advocate appointed by the ADTU at the meeting;
    - ii. hear the reasons for the contemplated action and have the right to ask questions and make submissions to the Board or have representatives ask questions or make submissions on the employee's behalf prior to and during the meeting;
    - iii. be provided with any documents or evidentiary information that will be considered by the Board at the meeting.
  - f. the decision of the Board shall be communicated in writing to the teacher and the ADTU and shall contain the reasons for the decision.
4. Where an employee is suspended pursuant to Section 15(5) of the *School Act*, the Board shall prior to taking further action pursuant to Section 15(7) of the *School Act* hold a meeting in accordance with Article C.25.3 unless the right to such a meeting is waived by the ADTU.
5. The Board and the Union recognize that disciplinary and dismissal matters must be treated confidentially.
6. The Board shall not release to the media or the public information in respect of discipline or dismissal of a teacher except after first attempting to issue a joint press or information release and failing this either party shall notify the other of the general content of a release.



7. Notwithstanding Article A.6 (Grievance Procedures) where an employee has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration as provided for in that Article.
8. At an arbitration in respect of the discipline or dismissal of an employee, no material from the member's file may be presented unless the material was brought to the member's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.30 (Personnel Files) may be presented.
9. Where an employee has been suspended pursuant to Section 15(4) of the *School Act*, the member shall be reinstated with full pay for the period of such suspension unless:
  - a. on the final disposition of the matter the teacher is convicted of the offence charged; or
  - b. just and reasonable cause exists for the taking of disciplinary action in the form of a suspension or dismissal arising from the events that gave rise to the criminal charge(s).

#### **ARTICLE C.26 DISMISSAL BASED ON PERFORMANCE**

1. The Board shall not dismiss a teacher on the basis of less than satisfactory performance of duties in accordance with the criteria critical to teacher competence as outlined in Appendix A, except where the Board has received at least three (3) consecutive reports pursuant to Article C.24 (Evaluation of Teaching Performance) of this Agreement indicating less than satisfactory performance.
2. The reports referred to in Article C.26.1 shall have been prepared in accordance with the process established in Article C.24 (Evaluation of Teaching Performance) of this Agreement, and in accordance with the following conditions:
  - a. such reports shall have been initiated, prepared and filed over a period of time in excess of twelve (12) calendar months;
  - b. at least one of the reports shall be a report of a Superintendent of Schools or a Deputy or Assistant Superintendent of Schools;
  - c. the other two reports shall include only reports of:
    - i. a Superintendent of Schools or a Deputy or Assistant Superintendent of Schools,
    - ii. a Director of Instruction or District administrative officer in their area of expertise; or
    - iii. an administrative officer of a school to which the teacher is assigned;

- d. the reports shall be prepared by at least two different evaluators except where one of the reports is prepared by a vice-principal. In this case the three reports shall be prepared by three different evaluators;
  - e. the reports shall be prepared independently of each other. The evaluator who commences an evaluation shall be the person who makes the observations, confers with the teacher and prepares the report consistent with this Article;
  - f. notwithstanding the foregoing, a report shall not be prepared by a person who has been found to have an apprehension of bias as determined in accordance with Article C.24.9 (Evaluation of Teaching Performance).
3. Where a teacher receives a less than satisfactory report the Board shall consider:
    - a. a request by the teacher to transfer to another assignment; or
    - b. a request for a leave of absence pursuant to Article G.38 (Long Term Leave of Absence -[Non-Medical]) for up to one year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than two (2) months or more than six (6) months after the teacher has returned to teaching duties.
  4. Where the Superintendent of Schools intends to recommend the dismissal of a teacher on grounds of less than satisfactory performance, they shall
    - a. at the earliest reasonable time, notify the teacher and the President of the ADTU of such intention; and
    - b. ensure that the teacher and their representative have the opportunity to appear before the Board at a mutually agreeable time no later than fourteen (14) days of such notice of intention.
  5. Where a first or second less than satisfactory report has been received by the Board, a subsequent evaluation will be completed within a six (6) month period unless there is mutual agreement on a time extension.
  6. Absence on sick leave or other leave of absence shall not be included in the calculation of the six (6) month period referred to in Article C.26.5.
  7. In the event of a less than satisfactory report and where a subsequent report is contemplated, the evaluator shall inform the teacher of the expected time span for the next series of observations.
  8. In the event that a teacher is absent due to illness or other leave of absence, a third report following two other reports indicating a less than satisfactory level of performance may be completed and filed in the absence of the member provided a sufficient number of observations as specified in Article C.24.13.c (Evaluation of Teaching Performance) have been completed in order to make an informed judgment.

9. Where the Board decides to dismiss a teacher in accordance with this article, it shall communicate such decision in writing to the member and the Union setting out the reason(s) for the decision.

## **ARTICLE C.27 PROBATIONARY APPOINTMENTS**

1. During the first nine (9) months of a teacher's employment, exclusive of any leave of absence during or extending beyond those months and exclusive of the months of July and August, the Board may place the member on probation in accordance with this Article.
2. No teacher shall be placed on probation unless they have received a less than satisfactory report prepared pursuant to Article C.24 (Evaluation of Teaching Performance) of this Agreement. The plan of assistance referred to in Article C.24.13.e shall be provided immediately following the filing of the report.
3. Where a teacher is placed on probation the Board shall give the member written notice to that effect and inform the Union, such notice to be issued only after consultation with the Superintendent of Schools and consideration of any reports issued under Article C.24 (Evaluation).
4. The probation shall be effective until the earlier of:
  - a. the Board not less than six (6) calendar months following the placement on probation, rescinds the probation; or
  - b. June 30 in the school year immediately following the school year in which the teacher is placed on probation; or
  - c. the employment is terminated pursuant to Article C.27.5 or C.27.8.
5. A teacher on probation may terminate their appointment without notice.
6. If a teacher who has been placed on probation for the next school year so requests, the Board shall give serious consideration to transfer the member to a mutually agreeable assignment or school.
7. A teacher on probation may be dismissed only after considering the plan of assistance referred to in Article C.27.2 and the receipt by the Board of a second less than satisfactory report prepared pursuant to Article C.24 (Evaluation of Teaching Performance) of this Agreement except Article C.24.13.e.
8. The Board may dismiss a teacher on probation by giving thirty (30) days' notice in writing, providing that the notice shall not be given during the first thirty (30) days of probation and that there shall be at least twenty (20) teaching days included in the notice period, such notice to be issued only after consultation with the Superintendent of Schools and consideration of a second less than satisfactory report prepared pursuant to Article C.24 (Evaluation of Teaching Performance).

9. A teacher who has received notice pursuant to Article C.27.3 has the right to discuss the reasons with the principal of the school and the Superintendent of Schools, and may, where the Board so determines, be interviewed by the Superintendent of Schools and the Board, or the Superintendent of Schools and a committee of the Board.
10. A teacher may be accompanied by another member or by a representative of the ADTU who may represent and/or advise the member during an interview referred to in Article C.27.9.
11. The standard for the dismissal of a probationary teacher shall be the lack of suitability based on teacher performance consistent with the criteria identified in Appendix A, titled, Criteria Critical to Teacher Competence.

## **ARTICLE C.28 ITINERANT TEACHERS**

1. Travel time between schools of itinerant teachers who regularly enroll classes shall be part of the teachers' total instructional assignment.
2. Itinerant teachers who regularly enroll classes shall not be required to provide instruction to more students than can reasonably be scheduled within the time available pursuant to Article D.21 (Duration of School Day).
3. Itinerant teachers shall have access to clerical time, storage facilities, work space and supplies on the same basis as other teachers.

## **ARTICLE C.29 TEACHER TEACHING ON CALL/UNCERTIFIED PERSONS EMPLOYMENT RIGHTS**

### **1. Definitions**

- a. A Teacher Teaching on Call is a teacher who is currently certified in B.C. and who is employed by the Board as a Teacher Teaching on Call.
- b. A substitute person is a person who is not certified in B.C. but is employed by the Board as a substitute teacher.

### **2. Dispatching Service**

The Board may operate a Teacher Teaching on Call dispatching service.

### **3. Lists of Teachers Teaching on Call**

- a. The Board shall maintain a list of teachers teaching on call for the school year. The Board shall forward to the Union a copy of such a list in September and shall provide the Union with subsequent amendments as produced.

- b. The Board shall select teachers who possess a valid B.C. teaching certificate in preference to persons not possessing such a certificate.
4. A certified Teacher Teaching on Call shall not be removed from the Teacher Teaching on Call list unless the following conditions have been met:
- a. When concerns about a Teacher Teaching on Call’s performance arise an administrative officer shall meet with the TTOC and provide a written commentary outlining concerns with respect to their performance, make recommendations for improvements and outline the required expectations to be met.
  - b. In the event that the performance concerns continue
    - i. after a minimum of four (4) days of replacement teaching in that school, or such earlier period when a deteriorating learning situation warrants, following the meeting referred to in Article C.29.4.a; and
    - ii. after an administrative officer of that school has observed the Teacher Teaching on Call during a lesson and has provided written performance comments to the teacher, then the teacher may be advised by the administrative officer referred to in C.29.4.a that a recommendation to the Superintendent will be made to remove the teacher from the list of that school.
  - c. Upon receipt of two (2) such recommendations within eighteen (18) months pursuant to C.29.4.b, the Superintendent may remove the certified Teacher Teaching on Call from the district Teacher Teaching on Call list.
5. Those selected as teachers teaching on call/substitute persons shall be placed on one of the following three (3) lists:
- a. List A  
Those who possess a valid B.C. teaching certificate.
  - b. List B  
Those certified by other than B.C. jurisdictions and those holding degrees from accredited universities who have been previously employed by the Board as a teacher teaching on call for a minimum of twenty (20) teaching days.
  - c. List C
    - i. Those who are in the process of completing or have completed within the last year:
      - 1. three (3) units related to teaching; or

- 2. 1-1/2 units relating to teaching and an inservice approved by the Superintendent of Schools.
- ii. Any other person acceptable to the Board.

**6. Employment Rights**

- a. A Teacher Teaching on Call who is replacing a teacher for a period in excess of twenty (20) uninterrupted days shall be granted a temporary appointment on the twenty-first (21) day until such time as the position is filled in accordance with Article E.25 (Posting and Filling of Vacancies). Seniority, experience and sick leave credit shall be calculated retroactive to the first day of service in that position.
  - b. Retroactive to July 1, 1992, a Teacher Teaching on Call who works for a total of 180 full-time days of replacement time for the Board will receive credit for one (1) year's teaching experience and a one (1) step increase on the increment scale. Payment on the new experience level shall begin September 1 or February 1 immediately following accrual of the 180 full-time days.
  - c. Effective September 19, 2014, teacher teaching on call experience credit and increments are accrued in accordance with Article C.4 Teacher Teaching on Call Employment and can be transferred in accordance with Provincial Letter of Understanding No. 16.
7. Teachers Teaching on Call shall not be subject to any of the provisions of this Agreement other than this Article and any other Article where so specifically stated, except:

- Sexual Harassment
- Grievance Procedure
- Arbitration
- Labour Disputes
- Personnel Files
- Extra Curricular Activities
- Health And Safety
- Supervision Duties (Noon Hour)
- Reimbursement for Personal Property Loss

**8. Call-Out**

- a. Teachers teaching on call residing in School District No. 70 should be given preference.
- b. Priority for assignments shall first be given to those teachers teaching on call on List A in each school.

- c. Factors that will be considered by the administrative officer in the call-out of teachers teaching on call will include educational preparation and/or experience or related experience, equity, suitability, and continuity of instruction.
- d. Should a Teacher Teaching on Call on List A in each school not be so qualified because of the area of specialty required in the assignment, a person with appropriate expertise and/or experience will be selected from List B in each school for the assignment.
- e. Should a substitute person on List B in each school not be so qualified because of the area of specialty required in the assignment, a person with appropriate expertise and/or experience will be selected from List C for the assignment.
- f. Should no teachers teaching on call with appropriate qualifications and experience be available to provide instruction in accordance with Articles C.29.8.c, C.29.8.d and C.29.8.e above, priority for assignment will first be given to a person on List A, then List B, then List C.

**9. Evaluation**

- a. An evaluation of a Teacher Teaching on Call may be conducted at any time with a minimum of one (1) day's notice except in circumstances where immediate intervention is necessary.
  - b. A Teacher Teaching on Call may request a report from the principal of a school after five (5) days of teaching in that school and only on the second or subsequent consecutive day of service for the same teacher.
  - c. A Teacher Teaching on Call may request a written report up to two (2) times each school year.
10. The report process for a Teacher Teaching on Call shall include:
- a. provision of criteria consistent with criteria identified in Appendix A titled, "Criteria Critical to Teacher Competence", but may be altered to suit the scope and duration of the assignment(s);
  - b. a single formal lesson observation;
  - c. a post-observation conference; and
  - d. a written summary report.
11. The report shall be presented to the Teacher Teaching on Call within two (2) weeks of the formal observation. One (1) copy of the report is to be provided to the Teacher Teaching on Call and one (1) copy is to be filed at the Board Office.

## **12. Utilization of Teachers Teaching on Call**

- a. Under normal circumstances, a Teacher Teaching on Call will be engaged to replace an teacher who is absent due to illness.
- b. In the event that a teacher who does not have a regular classroom assignment is absent, the principal after consultation with the teacher who is absent, shall determine whether a Teacher Teaching on Call shall be called to properly facilitate continuity of instruction. This clause shall not apply to absences of teacher-librarians where teachers teaching on call shall normally be called subject only to availability.
- c. Subject only to the availability of teachers teaching on call, the absence of an itinerant teacher shall not affect the preparation time an elementary teacher is entitled to pursuant to this Article.
- d. Principals shall make reasonable efforts to utilize available teachers teaching on call time to restore the loss of preparation time of a teacher who takes the assignment of a teacher who is temporarily absent.



## 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:

- The Board agrees to employ sufficient staff to provide for class sizes consistent with the following targets:

Multi-grade Primary – Grade 3/4	23
Grades Four, Five and Six	29
Multigrade (Lower Intermediate)	27
Grades Seven, Eight and Nine	30
Multigrade (Upper Intermediate)	28
Grades Ten, Eleven and Twelve	30
Industrial Education (Jr. Sec.)	26
Industrial Education (Sr. Sec.)	24
Science (Sr. Sec.)	26
Home Economics	26
English/Social Studies (Sr. Sec.)	28
Resource Rooms	
i) Low incident/high cost	10
ii) High incident/low cost	15

- Class size limits above shall be reduced by two (2) for each additional grade beyond two (2) included in a multi-grade class. For example, the class size limit

for a multi-grade intermediate class with fourth, fifth, six year students in it would be twenty-five (25).

2. The Board's annual staff allocation shall be based on the class size targets referred to in Article D.1.1.
3. The targets referred to in D.1.1 can be exceeded by no more than two (2) in grades four and above, before an upper limit is reached.

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

4. In no case shall resource rooms exceed the targets referred to in Article D.1.1.
5. The limits referred to in D.1.1 shall come into force after September 30 and, for classes that start after September, 21 calendar days from the start of the class.
6. The number of students in a laboratory, shop or other specialized class shall not exceed the number of which can be accommodated safely and in no case shall it be more than the number determined in accordance with Article D.1.3.
7. Classes may exceed the limits referred to in Article D.1.3 only under the following circumstances:
  - a. in emergency situations, a principal may assign a student to a classroom on an interim basis for a maximum of two (2) weeks where in the opinion of the principal, no other immediate practical alternative exists.
8. Special needs students as identified in Article D.2.1 (Class Composition and Inclusion) enrolled in regular classrooms for more than fifty (50)% of the regularly scheduled elementary class time, or for more than fifty (50)% of a course in a secondary school shall be counted as:
  - a. two (2) students in the class or course where the special needs are not considered severe, or
  - b. two (2) students where a full-time aide remains in the classroom with the student, or
  - c. three (3) students in a class or course where the special needs are considered profound and where an aide is not in full attendance with the student.
9. In no case shall there be more than two (2) special needs students integrated into a classroom except where no practical alternative exists, and assistance is provided.
10. The total secondary teaching load for any classroom teacher shall not exceed 203.

11. Home Schooling

An ADTU member shall not be required to register or provide assessment for a home schooling student if the addition of such a student would result in the ADTU member's class size exceeding the class size limit specified in this Article.

12. In time-tabling ADTU members' loads, consideration shall be given to each load with regard to equalizing the member's total assignments considering such factors as:

- a. the number of course preparations;
- b. the number of subject areas;
- c. the number of teaching locations; and
- d. the number of students.

13. In time-tabling a beginning ADTU member's load, particular consideration shall be given to the factors outlined in Article D.1.12.

14. The principal shall provide opportunity to the staff committee to review and comment on ADTU member assignments with respect to the factors outlined in Article D.1.12.

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

No provincial language.

Local language:

1. Students with special needs are students who are identified by the Superintendent or designate, as students requiring modification to school practices in order for them to develop to their maximum potential within the following categories as outlined in the Ministry of Education Special Programs Manual of Policies, Procedures and Guidelines:

- a. Low Incidence
  - i. Multiple Handicapped
  - ii. Moderately Mentally Handicapped
  - iii. Severely/Profoundly Handicapped
  - iv. Physically Handicapped
  - v. Visually Impaired
  - vi. Hearing Impaired

- vii. Autistic
  - b. High Incidence
    - i. Severe Learning Disabled
    - ii. Severe Behaviour
    - iii. Mildly Mentally Handicapped
    - iv. Rehabilitation
  - c. Other Students with Special Needs
    - i. English as a Second Language
    - ii. Gifted
- 2. For the purposes of this Article "school-based team" shall include:
  - a. potential receiving ADTU member(s)
  - b. an administrative officer
  - c. school and/or district professional personnel
  - d. other appropriate personnel as decided in consultation with the principal.

Upon the agreement of the school-based team, the parent(s) and/or student may augment the school-based team.

- 3. For the purposes of this Article, pre-service and in-service shall mean:
  - a. pre-service - training and/or professional development which takes place prior to the introduction of a student with special needs into the regular classroom.
  - b. in-service - training and/or professional development which takes place after the introduction of a student with special needs into the regular classroom.

### **Identification/Placement**

- 4.
  - a. An ADTU member and/or the school-based team may refer a student to the principal for assessment, identification, and placement pursuant to Article D.2.4.b.
  - b. Upon the request of the school-based team, the Superintendent or designate shall consult with the school-based team, when identifying and placing students with special needs.
  - c. Students appropriately identified as included in the categories of Special Needs specified in Article D.2.1 shall retain their status as students with special needs

when they enter the district, enroll in Year One and/or transfer to another school in the district provided they retain the necessary characteristics to remain in one of the categories specified in Article D.2.1.

- d. For the purposes of Article D.1.7 (Class Size and Teacher Workload), students with special needs shall be the Low Incidence students and those students who fall within the Severe Learning Disabled and Severe Behaviour High Incidence categories and in addition, on the request of an ADTU member and with the approval of the Superintendent or designate, a student who falls within the Mildly Mentally Handicapped category.
- e. At the request of the receiving ADTU member, the school-based team shall meet within five (5) teaching days to review the inclusion of a student with special needs in a regular classroom.

### **Necessary Conditions**

- 5. It shall be the responsibility of the Board to ensure that the following necessary conditions are met prior to placement:
  - a. A meeting of the school-based team to consider relevant educational and medical information and to determine an educational program for the student.
  - b. The extent of the resources necessary to meet the needs of the child to be included shall be assessed by the Superintendent of Schools or designate in consultation with the classroom teacher and the school-based team. Resources to be considered shall include but not be limited to:
    - i. release time for classroom assessment and consultation;
    - ii. appropriate facilities and equipment;
    - iii. communication devices;
    - iv. required curriculum modification;
    - v. appropriately trained teacher assistants; and
    - vi. intervention and support by specialist teacher(s).
- 6. Whenever practical, appropriate pre-service shall be arranged prior to the initial placement of the student with special needs, followed by appropriate on-going in-service.
- 7. ADTU members shall not be required to take pre-service/in-service training during the months of July or August, Spring Break, Christmas Break, statutory holidays, weekends or evenings.

8. Prior to the introduction into the regular class, clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of children with physical handicaps.
9. The receiving ADTU member has the right to be involved in the development of the Individual Educational Program (IEP) for the student with special needs who is to be included in his/her classroom. There shall be no requirement that the receiving ADTU member be solely responsible for the development of the IEP.

10. Personal Care

On a regular or predictable basis, teachers shall not be called upon to:

- a. administer medication nor other medical procedures, and/or
  - b. provide personal care such as feeding and/or toileting.
11. A teacher supervising a student who may require medication for emergency treatment will be provided with child-specific training by an appropriate health care professional, to the satisfaction of the teacher and health-care professional.
  12. AP 5200 Treatment of Pupils with Medical Problems shall not be amended or deleted from District policy without prior consultation with the ADTU.

**New Programs**

13. The placement in an established school of a resource room, special class or program for special needs students shall only occur after consultation among the district staff, administrators, ADTU members and parents concerned.

14. Expedited Arbitration

A grievance in respect of this Article D.2 may be referred to Article A.7 Expedited Arbitration.

**Special Education Advisory Committee**

11. A Special Education Advisory Committee will be formed.
  - a. The Committee will be responsible for the provision of advice to the Board on broad matters generally, but not exclusively, related to District philosophy on Special Education, coordination, liaison of services, identification and placement issues and required human resources.
  - b. The composition of the Committee shall include:
    - i. the Superintendent of Schools or designate (Chair)
    - ii. one trustee

- iii. one Deputy/Assistant Superintendent
- iv. two parents, one of whom will be the parent of a special needs student
- v. one administrative officer
- vi. three representatives of the ADTU one of whom shall be a classroom teacher, one itinerant specialist teacher and one ADTU Executive member
- vii. and two members of CUPE Local 727.

12. The Committee shall establish its own procedural guidelines.

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

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

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

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:612 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:428 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:55 ESL/ELL students	Former LOU No. 5 (2000)

**ARTICLE D.4 PREPARATION TIME**

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

## **Local Provisions**

4. Each teacher shall be entitled to preparation time as follows:
  - a. secondary teachers shall receive a minimum of an average of one teaching block out of eight (12.5%) preparation time over the course of a school year;
  - b. Elementary teachers shall receive a minimum of an average of one hundred (100) minutes (one hundred and ten (110) minutes effective June 30, 2019) per week for in- school preparation over the course of the school year. The minutes of preparation time shall be scheduled in accordance with Article D.4.3.
  - c. middle school teachers shall receive over the course of a school year, a minimum of an average of twelve and one-half percent (12.5%) personal preparation time.
  - d. notwithstanding the above, the teacher and the principal may mutually agree to an alternative arrangement for the provision of preparation time.
5. Preparation time for full-time teachers who register a class on a regular basis shall be scheduled in blocks of not less than 30 minutes, unless otherwise mutually agreed upon between the member, staff committee and the principal.
6. Where a teachers schedule preparation time is lost due to a scheduled interruption of the normal instructional work week as a result of a statutory holiday; a non-instructional day; a cultural event; or an unscheduled interruption of the normal instructional week or in the event of a reduced work week, the issue of the time lost to individual teachers in a school shall be referred to the school staff committee for resolution. It is understood that such resolution shall be at no additional cost to the Board.
7. Teachers who do not register a class on a regular basis shall consult with the school principal (or Superintendent's designate in the case of Associated Professionals) to schedule such preparation time in blocks of not less than twenty (20) minutes.

## **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:
  - 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 a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

## **ARTICLE D.20      REGULAR WORK YEAR FOR TEACHERS**

1. The annual salary for employees covered by this Agreement shall be payable in respect of the regular work year which shall not exceed 194 days per school year.
2. The regular work year for teachers shall be published by the Board before December 1 of the preceding year.
3. The regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent calendar year, excluding Saturdays, Sundays, Statutory Holidays, Christmas Break and Spring Break.
4. The regular work year shall be extended in those years as required by legislation, regulation, or Ministerial Order.
5. The first day of Christmas Break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Sunday then the school shall reopen Tuesday, January 3.
6. The first day of Spring Break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
7. The working year for employees shall include:
  - a. five (5) days for Professional Development;
  - b. two (2) days for School-Community Interaction Days;
  - c. two (2) afternoons for parent/teacher interviews;
  - d. and one year-end administrative day.
8. In addition to the provisions of Article D.20.7, the instructional year for middle school teachers shall include two (2) School Planning Days. School Planning Day activities shall be determined by the school principal in consultation with the school staff. School Planning Day activities include, but are not limited to, staff meetings, class/school organization meetings, teacher planning time, and other year end activities.
9. The schedule of days for professional development and the dates for these days as organized by the Professional Development Committee shall be submitted to the Superintendent of Schools on or before June 1 for the following September to December and by December 1 for the following January to June for approval by the Board.
10. No employee shall suffer loss of pay in the event of a Board ordered closure of a worksite due to weather, flooding or damage to the worksite.
11. In the event that legislation is enacted that substantially alters the operation or effect of any provision of this Article, Article A.9 Legislative Change shall apply.

## **ARTICLE D.21 DURATION OF SCHOOL DAY**

**[See also Local Letter of Understanding #3]**

### **1. Elementary**

- a. Each full-time elementary teacher's weekly instructional hours, exclusive of noon intermissions, shall not exceed twenty-three (23) hours and forty-five (45) minutes inclusive of preparation time as set out in Article D.4 (Preparation Time).
- b. An elementary teacher shall not be required to offer instruction beyond an interval of six (6) hours per day.

### **2. Middle School**

- a. Each full-time middle school teacher's weekly instructional hours, exclusive of regular noon intermissions, shall not exceed twenty-five (25) hours inclusive of classroom instruction and team meeting time, and preparation time as set out in Article D.4.
- b. Where teachers are released from instructional duties to participate in mandatory team meeting time, such meeting time shall not exceed an average of 48 minutes per week over the course of a school year. If team meeting time is scheduled outside instructional hours, the provisions of Letter of Understanding #3 shall apply.
- c. A middle school teacher shall not be required to offer instruction beyond an interval of six (6) hours and thirty (30) minutes per day.

### **3. Secondary**

- a. Each full-time secondary teacher's weekly instructional hours, exclusive of regular noon intermissions, shall not exceed twenty-five (25) hours and forty-five (45) minutes inclusive of preparation time as set out in Article D.4.
- b. A secondary teacher shall not be required to offer instruction beyond an interval of six (6) hours and thirty (30) minutes per day.

### **4. Notwithstanding the above, the school staff, with agreement of the administration of the school and the approval of the Board, may alter the duration of the school day for a specific purpose under the following conditions:**

- a. such alteration is confirmed by a seventy-five per cent (75%) secret ballot vote of all teachers on staff; and
- b. the accumulated time shall be used for purposes for which the alteration was intended and will for such time which falls within the normal instructional day be attended by all staff unless excused by the administrative officer;

- c. in the event that the activity extends beyond the normal instructional day a teacher's attendance shall be considered voluntary.
5. Specific teaching positions in the VAST program may be exempted from the six (6) hour and thirty (30) minute interval with the mutual agreement of the Board and the Union. For the term of this Agreement, the position which includes the evening shift shall be exempted from this Article.
6. In the event that legislation is enacted that substantially alters the operation or effect of any provision of this Article, the Legislative Change clause (Article A.9) shall apply.

#### **ARTICLE D.22 SUPERVISION DUTIES (NOON HOUR)**

1. No teacher shall be required to perform school supervision duties during the school's regularly scheduled noon hour intermission.

#### **ARTICLE D.23 EXTRA-CURRICULAR ACTIVITIES**

1. Teachers and the Board recognize and support extra-curricular activities as a desirable addition to the school program. It is recognized that certificates of appreciation may be presented to teachers who contribute to extra-curricular activities.
2. Extra-curricular programs and activities are those which normally occur beyond regular class hours and are beyond the provincially prescribed and locally determined curricula of the school district.
3. The Board and the Union encourage teachers to participate in extra-curricular activities, but the Board recognizes that such activities are voluntary.
4. While voluntarily involved in extra-curricular activities authorized by the administrative officer, teachers shall be considered to be acting in the employ of the Board.

#### **ARTICLE D.24 STAFF MEETINGS**

1. Teachers shall attend regular and emergency staff meetings unless excused by their principal.
2. The principal shall give seven (7) days of notice of a regular staff meeting.
3. Where seven (7) days of advance notice is not given, teachers shall make an effort to attend such meeting(s).
4. An agenda of items shall be given to teachers at least two (2) days prior to any staff meeting.
5. Teachers may place items on the agenda to be considered.

6. Summary notes shall be maintained and copies shall be provided to staff.
7. Regular staff meetings shall be held on school days as defined by the school year calendar. Such regular staff meetings shall not be scheduled:
  - a. to commence more than one hour prior to the beginning of classes, or to conclude no later than one hour forty-five minutes (1h 45m) after the dismissal of students; or
  - b. on weekends or holidays; or
  - c. during recess or during the noon intermission unless with the agreement of the school staff committee;
  - d. more than once a month.
8. Teachers shall make a reasonable effort to attend staff meetings that extend beyond the time frame set out in Article D.24.7.a.
9. Teachers shall attend staff meetings held outside the time frames set out in this Article on a voluntary basis.

## **ARTICLE D.25      TECHNOLOGICAL CHANGE**

### **1.      Definition**

For the purposes of this Agreement the term "technological change" shall mean change introduced by the Board in the manner in which it carries out educational operations and services due to the introduction of new equipment and/or material of a different nature or kind than previously used, where such change or changes significantly affect the terms and conditions or security of employment of employees covered by this Agreement or alters significantly the basis on which the Agreement was negotiated. Changes in the language of instruction are included in this definition.

### **2.      Notice and Discussion**

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

### **3.      Information**

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

- a. the nature of the change;
- b. the effective date of the change; and

- c. the approximate number, type and location of ADTU members likely to be affected by the change.

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

#### **4. Consultation**

Once notice of a technological change has been given pursuant to this Article, the Board shall consult with the Union on ways in which employees in the bargaining unit who may be affected can adjust to the effects of the technological change.

- a. Such consultation shall include:
  - i. the provision of training or retraining to one or more employees covered by this Agreement; and
  - ii. the transfer or rearrangement of employees to other assignments.

#### **5. Resulting Agreements**

When the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a letter of agreement between the parties and such letters of agreement shall have the same effect as the provisions of the existing Agreement and shall be subject to the grievance procedure.

- 6. This Article represents the agreement between the Board and the Union on technological change as contemplated by the *Labour Relations Code, R.S.B.C. 1996, c.244 with amendment*.

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

- 1. Teachers shall work in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective teaching.
- 2. The standards are outlined in AP 7200 which shall not be altered, amended or deleted without consultation with the ADTU.
- 3. Teachers may report any deviations from the standards outlined in Policy 2701 that substantially affect their instructional area to the administrative officer in charge who shall immediately take action to remedy the deviation. In the event that the deviation is not remedied within one (1) hour of the teacher's report to the administrative officer in charge, the member will not be required to continue to teach in the instructional area that is affected by the deviation.
- 4. a. Where students are not dismissed when conditions are less than outlined in Article D.26.1 and D.26.2, the administrative officer shall attempt to arrange an

appropriate alternate work environment in the school or failing this, seek the approval of the Superintendent of Schools to have the teachers work elsewhere. Teachers shall assist in ensuring the care and safety of the students.

- b. Where students are dismissed because of conditions less than outlined in Article D.26.1 and D.26.2, teachers shall assist in the dismissal of the students and in ensuring the safety of the students until all students have been dismissed. Teachers shall not be required to be in attendance in the area of the school so affected.
5. Teachers should report problems of health and safety to the school administrative officer and if necessary the District Safety Committee.
6.
  - a. There shall be a safety committee established by the Board whose operation, function and responsibility shall be consistent with the guidelines and regulations established pursuant to the Workers' Compensation Act.
  - b. Two (2) representatives appointed by the ADTU shall serve on the Health and Safety Committee pursuant to Board Policy 710.
7. The Board shall ensure that each worksite has a copy of the Occupational Health and Safety Regulations of the Workers' Compensation Act and copies of Board Policy 710 and AP 7000.

**ARTICLE D.27      TEACHER PARTICIPATION IN PLANNING NEW SCHOOLS  
AND/OR RENOVATING EXISTING SCHOOLS**

1. When new school construction or major school renovations are planned, the Board shall include representatives of the ADTU in the planning process.

**ARTICLE D.28      ENGLISH AS A SECOND LANGUAGE CLASSES**

1. The Board shall make every effort to ensure that adequate facilities and professional services exist for students in ESL classes.



## **SECTION E PERSONNEL PRACTICES**

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

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

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

#### **1. General**

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

## **2. Definitions**

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

## **3. Resolution Procedure**

- a. Step 1
  - i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
  - ii. Before proceeding to Step 2, the complainant may approach their administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the

matter is deemed to be resolved. Refer to Article E.2.5 Informal Resolution Outcomes.

b. Step 2

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

c. Step 3

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

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

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

#### **4. Remedies**

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

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

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - i. All discussions shall be solely an attempt to mediate the complaint;
  - ii. Any and all discussions shall be completely off the record and will not form part of any record;
  - iii. Only the complainant, respondent, and administrative officer shall be

present at such meetings

- iv. No discipline of any kind would be imposed on the respondent; and
  - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to Article E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility pursuant to Article E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

## **6. Training**

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

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

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

- viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

## **ARTICLE E.20      TEACHER ASSIGNMENTS**

1. Teacher assignments within a school are the responsibility of the principal after consultation with the staff committee, and in the case of Associated Professionals the Superintendent of Schools.
2. Any reference in this Article to "Superintendent" shall be deemed to include a reference to a designate of the Superintendent.
3. Certification, educational preparation, experience, related experience, and personal preferences of the teacher shall be taken into consideration before assigning a member.
4. Teacher assignments shall not be used for disciplinary purposes.
5. Upon request of a teacher, the principal or Superintendent in the case of Associated Professionals shall meet with the member to discuss the member's proposed assignment.
6. When a teacher's instructional level and/or subject area is changed during a school year, resulting in new preparation, the member shall be entitled to a minimum of one (1) day's release time.

## **ARTICLE E.21      STAFFING PROCEDURES IN SCHOOLS**

**[See also Local Letter of Understanding #4]**

### **Year End Staffing**

1. Prior to April 15 the Superintendent shall place teachers returning from approved leave of absence onto the staff roster of the school from which the leave was granted.
2. A teacher who left a continuing position at one school in order to temporarily fill a position at another school, at the conclusion of the temporary position, shall be returned to the staff roster of the school at which the member held a continuing position.
3. Teachers having a continuing appointment and who cannot be placed pursuant to Article E.21.1 and E.21.2 shall be placed pursuant to Article E.21.10.a.
4. By April 15 the Superintendent shall notify each school of the intended staffing allotment for that school for the next school year

**5. Prior to May 1:**

- a. the Principal, or designate(s), of each school will develop the initial staffing needs of the school and shall propose a draft timetable(s) and staff assignments for the next school year;
  - b. the staff committee will meet to consult with the Principal regarding the draft timetable(s), the staff positions, and the teaching assignments required in the school for the next school year;
  - c. following the staff committee meeting the principal shall assign the teachers on the staff roster to assignments based on their certification and educational preparation or experience or related experience;
  - d. if there are more teachers of a particular discipline or teaching area in a school than are required in that school, and the extra member(s) cannot be placed in another assignment for which the member(s) is qualified, the principal will provisionally assign the extra member(s) into the department(s) or teaching area(s) in the school for which they are qualified.
6. On or about May 1, teachers shall be notified of their intended assignment for the next school year.

**Surplus Teachers**

7. Where there are more teachers assigned to one discipline or teaching area than are required by the school, and those members cannot be placed pursuant to Article E.21.5.d, the principal will first ask for a volunteer to be declared surplus to the school. Should no volunteers be available, the teacher with the least district seniority in that discipline or teaching area shall be declared surplus to the school.
8. After first notifying the teacher(s) concerned, the principals shall notify the Superintendent and the Staff Committees of the names of those members declared surplus to their schools.
9. A list of all teachers declared surplus in order of seniority will be compiled and made available from the Superintendent of Schools.
10.
  - a. In the event that a teacher is declared surplus and no vacancy for a continuing position within their teaching area or discipline is known to exist:
  - b. the teacher within the same discipline or teaching area in the surplus member's teaching community as defined in Article C.5.3.b (Seniority-Layoff-Recall-Severance Pay) who has the least seniority within the discipline or teaching area will be identified; and
  - c. the surplus teacher will be provided with the option of:

- d. taking the position of the teacher identified pursuant to Article E.21.10.b in which case that member will then be considered a surplus teacher; or
  - e. applying for posted vacancies pursuant to Article E.25 (Posting and Filling of Vacancies).
11. Posted vacancies shall be filled as rapidly as is practical and resulting vacancies will be re-posted in accordance with Article E.25 (Posting and Filling of Vacancies).
  12. Prior to June 1, the Superintendent of Schools shall issue sufficient termination notices, no earlier than May 1 in order to provide teachers on the surplus list who have not yet been placed, with positions within the district commensurate with their qualifications.

[See also Mid-Contract Modification #1 re: Year-End Staffing Procedures at pages 120-121.]

### **ARTICLE E.22      TRANSFER INITIATED BY THE TEACHER**

1. Teachers may apply for transfer in writing to the Superintendent of Schools at any time, indicating preference such as location, program, subject and/or instructional level. In addition, teachers may apply for any vacant position posted pursuant to Article E.25 (Posting and Filling of Vacancies).
2. Where two or more teachers request transfer to the same position, the selection of the successful candidate(s) shall be based on certification, educational preparation or experience, and suitability for the position(s) available. Where two candidates are both qualified in terms of certification, educational preparation or experience, and suitability, seniority shall prevail.
3. If the request for transfer is granted, the teacher shall be informed verbally, followed by written Board confirmation.
4. On request of the teacher, the member shall be advised of the reasons for denial of the transfer request.
5. The above provisions outline the conditions under which the Board shall exercise its right to transfer teachers.
6. The term "transfer" shall mean changing the position of a teacher from one school to another school.

### **ARTICLE E.23      TRANSFERS INITIATED BY THE BOARD**

1. Unless otherwise specified in this collective Agreement, the Board may initiate a transfer of a teacher only for reasons of declining enrolment or other educationally sound reasons.
2. Where a Board-initiated transfer is intended, a Board official shall meet with the teacher and an ADTU representative prior to the recommendation for transfer being made to the



Board. This meeting shall take place as soon as possible but in any event by at least May 15 in the school year prior to the intended transfer.

- a. The meeting shall include the nature of the transfer, the reasons for it, and any other pertinent data pertaining to the transfer; and
  - b. the meeting shall take place at the close of the school day, or if it occurs during the teaching day, the teacher will not be required to return to the classroom for the balance of that day.
  - c. the teacher shall have the opportunity to consider the matter and respond within a reasonable time which shall not be less than one working day.
3. A teacher cannot be forced into an assignment removed more than one division from their area of competency. The divisions are: primary (K-3), intermediate (4-7), middle (6-8) where such schools exist, and secondary (8-12).
  4. A teacher will not be transferred from their teaching community without their agreement. Teaching communities are defined as the Alberni Valley, Ucluelet-Tofino and Bamfield.
  5. In the event that a teacher is transferred by the Board within their division defined in Article E.23.3, the member shall receive a minimum of one day release time for orientation. The Superintendent or designate, in consultation with the teacher, shall determine additional release time for the purposes of planning and preparing for the member's new assignment.
  6. In the event that a teacher is transferred by the Board to an assignment which is one division removed from their area of competency as defined in Article E.23.3 and which is significantly different from the assignment held, the Superintendent in consultation with the school principal, shall determine appropriate release time for the teacher but in no case shall such release time be less than:
    - a. a minimum of one (1) day for orientation; and
    - b. a minimum of two (2) days for the purposes of planning and preparation for their new assignment.
  7. A teacher who is transferred by the Board for reasons of projected enrolment decline, position reduction or other such factor shall have the opportunity of returning forthwith to the school previously assigned in the event that:
    - a. the projected factors do not actually materialize by September 30 of the school year; and
    - b. the identical or similar assignment held by that teacher is available; or
    - c. the conditions in E.23.7.c are not met and an assignment in their area of competency for which the teacher is qualified is available.

8. The above provisions outline the conditions under which the Board shall exercise its right to initiate a teacher transfer.

#### **ARTICLE E.24 QUALIFICATIONS DEFINED**

In this Agreement, the following definitions apply:

1. **Certification means**

A valid B.C. teaching certificate

2. **Educational Preparation means**

Three (3) courses or nine (9) units related to the position

3. **Experience means**

At least one (1) year of successful responsibility in a similar position

4. **Related Experience means**

Performance in a related setting which provides a reasonable expectation that the teacher will be able to perform the duties of the position in a satisfactory manner.

#### **ARTICLE E.25 POSTING AND FILLING OF VACANCIES**

**[See also Local Letter of Understanding #2, Local Letter of Understanding #5, and Appendix B.]**

1. In this Article "vacancy" means a position which continues to exist or is newly created to which an teacher is not assigned after transfers pursuant to Articles E.22 (Transfer Initiated by the Teacher) and Article E.23 (Transfer Initiated by the Board) and member assignments pursuant to Article E.20 (Teacher Assignments). All teachers are eligible to apply for vacancies.
2.
  - a. Where a teaching vacancy exists in a school, the principal in consultation with the staff committee of that school shall, in conjunction with the Office of the Superintendent of Schools, assess the educational needs of the school and specify the position to be filled. Where an Associated Professional or district teacher vacancy exists the Office of the Superintendent shall assess the educational needs and specify the position to be filled.
  - b. A temporary position becomes a vacancy on expiration of the term specified for the temporary position if the position continues to exist.

- c. If a position becomes vacant during a school year, the position shall be posted as a temporary position until the end of the school year at which time it will be reposted if it continues to exist.
- d. Advertisements and application forms for appointment to the teaching staff of the District shall not include reference to extra- curricular activities and programs and such matters shall not form part of any contract of employment.

### **3. Postings**

- a. All vacancies will be posted throughout the District and if deemed necessary provincially. Such postings shall contain a reference to the vacancy as defined in accordance with Article E.25.2.a and, where qualifications are required in addition to the qualifications Article E.24 (Qualifications Defined), a description of the additional qualifications. A written description of the position shall be available upon request from the Board Office and from the Principal of the school in which the vacancy exists, or in the case of an Associated Professional or district position, from the Board Office.
- b. All vacancies and new positions of twenty (20) days duration or longer shall be advertised on bulletin boards in all schools and centers of the school district as soon as they are identified in accordance with E.25.1.
- c. Copies of all postings shall be forwarded at the time of posting to the ADTU President, the school administrative officer and the ADTU staff representative.
- d. Vacant positions shall be posted for a minimum of two (2) working days except for vacancies occurring during a school year which shall be posted at least five (5) working days prior to the closing date.
- e. In the event that the Employer wishes to post vacant positions when there are less than two (2) working days prior to the end of the regular school year in June:
  - i. the posting shall be posted in the School/Worksite Staff Room no later than 9:00 a.m. on the final working day in June;
  - ii. the posting closing date and time shall not exceed forty-eight (48) hours after the posting, exclusive of weekends and statutory holidays.
  - iii. the employer shall notify the successful applicant and the Union within seventy-two (72) hours of closing.

### **4. Filling**

- a. The selection of successful candidate(s) shall be based on certification, educational preparation, experience, additional qualifications as specified in the posting, if any, and suitability for the position(s) available. Where two or more candidates are qualified in terms of certification, educational preparation, experience, additional qualifications as specified in the posting, if any, and suitability, seniority shall prevail.

- b. For the purposes of this Article, a part-time continuing contract teacher shall have the same seniority rights as a full-time continuing contract teacher.
- c. After first notifying the successful applicant, the name(s) of the successful applicant(s) shall be posted in the same manner as the original posting(s).

**ARTICLE E.26 PARTICIPATION IN ADMINISTRATIVE APPOINTMENTS**

- 1. The Board and the ADTU agree that the quality of educational and administrative leadership is critical to the efficient operation of district schools.
- 2. In the event of an anticipated change in administrative officer, the Superintendent or designate shall invite the school staff committee affected by the change to provide input into the administrative needs of the school.
- 3. The interview committees struck for the screening of senior administrative staff, District administrative staff and school administrative staff shall include at least one (1) representative appointed by the ADTU.
- 4. The short list committee for the selection of school administrative staff shall include at least two (2) representatives of the ADTU, one (1) appointed by the ADTU and the other appointed by the staff committee of the school concerned.
- 5. The procedures for administrative appointments outlined in Board AP 2110 shall not be altered, amended or deleted without prior consultation with the ADTU.

**ARTICLE E.27 ASSISTANCE FOR FALSELY ACCUSED EMPLOYEE**

- 1. Where an allegation(s) of child abuse or sexual misconduct is made against a teacher and the Board has concluded that no just and reasonable cause exists to take disciplinary action arising from the allegation(s) then the member shall be provided assistance in accordance with Article E.27.2.
- 2. A teacher may request assistance to deal with the negative effects of the allegation(s). A plan of assistance for the teacher shall be implemented. The plan of assistance may include, but shall not be limited to:
  - a. a specified period of leave of absence with pay
  - b. priority for transfer pursuant to Article E.22 (Transfer Initiated by the Teacher) to any vacant position requested by the teacher, and
  - c. where requested by the teacher, provision of factual information to parents by the Board.
- 3. At the request of the teacher modifications to the plan shall be considered.

## **ARTICLE E.28 NO DISCRIMINATION**

1. The Board and the Union subscribe to the provisions and principles of the Labour Relations Code and the Human Rights Act of B.C. and without limiting the generality of the foregoing, the Board will not discriminate against any employee covered by this Agreement.
2. There will be no discrimination as defined in the Human Rights Act against any member of the bargaining unit on the basis of race, colour, age, physical or mental disability, sex, sexual orientation, religion, political belief, ancestry, place of origin, marital status, family status or because they are participating in the activities of the ADTU, carrying out duties as a representative of the ADTU, or involved in any procedure to interpret or enforce the provisions of this Collective Agreement.

## **ARTICLE E.29 MULTICULTURALISM**

1. The Board and the ADTU recognize the pluralistic society being served by the school system and mutually support curriculum which provides a multi-ethnic approach and a balanced perspective of Canadian life.

## **ARTICLE E.30 PERSONNEL FILES**

1. At the district office, there shall be maintained an official personnel file for each teacher. Administrative Officers may keep a file relating to a teacher at a school. The contents of a school file shall be forwarded to the official District personnel file pursuant to E.30.4 or destroyed when the teacher leaves that school.
2. Official personnel files shall be in the custody of the Board and shall not be available to other than appropriate officials of the School District.
3. After receiving a request from a teacher, the Superintendent of Schools shall grant the member access to their official personnel file. A school board official shall be present when a teacher reviews the official personnel file, and the member may be accompanied by an individual of their choice.
4. Any material that is entered in the official personnel file other than standard administrative documents shall be dated and copied to the ADTU member.
5. The Board agrees that only factual material and material relevant to the employment of the teacher shall be maintained in the official personnel file.
6. The official personnel file shall not contain material from anonymous sources except for standard administrative documents.
7. A teacher shall have the right to attach a commentary on any item in the official personnel file.

8. A teacher may make a formal request in writing to the Superintendent for removal of material from their official personnel file. In the event that the Superintendent does not agree to removal of material the teacher may file a grievance.
9. Only material that is properly placed in the official personnel file may be used in forming a record of misconduct.
10. The official personnel file shall contain, in a confidential sealed envelope, all pertinent documents related to a disciplinary action. The envelope shall be accessible only to the Superintendent, or Superintendent's designate, and the ADTU member concerned.

### **ARTICLE E.31 SCHOOL ACT APPEALS**

1. Where a pupil and/or parent/guardian files an appeal under the *School Act* (Section 11) and Board By-law of a decision of an employee covered by this Agreement,
  - a. the employee and the ADTU 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 ADTU; and
  - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
3. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

## **SECTION F      PROFESSIONAL RIGHTS**

### **ARTICLE F.20      PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL**

1. The Board and the Union shall cooperate to maintain and improve the skill, efficiency and ability of the teaching staff and the quality of educational services provided within the school district.
2. Curriculum implementation is not the responsibility of the Professional Development Committee.
3. The Board shall annually fund the professional development activities of employees covered by this Agreement as follows:
  - a. a contribution to the District Professional Development Committee an amount equal to one hundred forty dollars (\$140.00) effective July 1, 1990 and one hundred fifty dollars (\$150.00) effective July 1, 1991 times the number of FTE employees covered by this Agreement on a continuing or temporary appointment as at September 30 of each year to be administered as specified in this Agreement.
  - b. In the event that there is an increase in the number of FTE employees covered by this Agreement on a continuing or temporary appointment as at February 1 of the school year then the funds shall be increased by an amount equal to sixty (60) percent of the additional FTE employees as referred to in Article F.20.3.a.
4. The cost of TTOCs for those Teachers granted any professional development leave of absence, subject to the approval of the Superintendent of Schools or designate, shall be borne by the Board and shall be in addition to the Board's contribution as described in Article F.20.3.
5. The District Professional Development Committee shall be comprised of:
  - one representative from each school.
  - one representative from each Local Specialist Association.
  - one representative from the school administrators
  - one school trustee
  - one representative of the Superintendent of Schools
  - the past professional development chair
  - the President of the ADTU
  - one representative from the TTOC Association.

6. The district professional development fund as established by the Board shall be controlled and administered by the District Professional Development Committee.
7. The District Professional Development Committee shall be chaired by an ADTU representative and shall determine its own operational procedures.
8. Each school shall elect its own school professional development committee and recommend the expenditure of school funds to the District Professional Development Committee according to a professional development plan for the school approved by the District Professional Development Committee.
9. The School Professional Development Committee shall engage in meaningful consultation with the principal on school based professional development activities.
10. Funds committed to the District Professional Development Committee may be carried over to the next school year.
11. Non-members of the ADTU may participate in professional development activities at cost as determined by the District Professional Development Committee.
12.
  - a. The Board and the Union shall each pay fifty (50) percent of the cost of the release time of the Professional Development chair in order that they may attend to the organization and administration of district professional development activities.
  - b. The Union shall determine such release time up to twelve and one half (12-1/2) percent of a full-time assignment.
13. ADTU members shall advise their Administrative Officer, in advance, of the locations and activities they plan to attend on each district professional development day.
14. A list of planned district professional activities shall be forwarded to the Board prior to district professional development days.

## **ARTICLE F.21 CURRICULUM IMPLEMENTATION**

1. The Board and the ADTU agree that teachers are key agents in the implementation of educational change.
2. Joint educational implementation committees shall be established by the Board and the ADTU to investigate, analyze and plan for educational or curriculum change in the district. The committees shall have a majority of teacher representatives appointed by the Union.
  - a. The committees shall recommend implementation strategies including, but not limited to, consideration of the following factors:



- i. teachers, both individually and collectively, are clear about the value, content and process of any proposed change;
- ii. adequate and appropriate resources, including -
  - (1) physical facilities, equipment and learning resources
  - (2) organizational resources and
  - (3) professional training and in-service
- iii. provision of adequate implementation time for teachers
- iv. development of pilot programs prior to system-wide adoption of the change.

**ARTICLE F.22 ASSESSMENT OR ACCREDITATION OF SCHOOLS**

- 1. The allocation of staff time, resources and procedures recommended for conducting provincially mandated assessment or accreditation of district schools will be outlined in District Policy 6400.
- 2. Prior to undertaking a school assessment/accreditation, the school staff and the Superintendent of Schools or designate shall review district policy and have ample time for discussion of the issues.
- 3. Other than changes required by the Ministry of Education, Policy 6400 shall not be altered, amended or deleted without the agreement of the Union.
- 4. Ministry funds targeted for follow-up activities in a school shall be allocated to the school through a trust fund.

**ARTICLE F.23 PROFESSIONAL AUTONOMY**

- 1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice have the right to express ideas and use materials which are not in conflict with the course of study or District policy.

**ARTICLE F.24 FIRST NATIONS' CURRICULUM**

- 1. The Board and the ADTU recognize the importance of First Nations' curriculum and mutually encourage involvement of ADTU members in any in-service provided.

**ARTICLE F.25 FUNDRAISING**

- 1. Teachers shall not be required to participate in fundraising activities.
- 2. Teachers who volunteer to assist with fundraising are acting in the employ of the Board.

**ARTICLE F.26      WOMEN'S STUDIES**

1.      The Board and ADTU mutually support awareness and integration of women’s issues across the curriculum.

## **SECTION G LEAVES OF ABSENCE**

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

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

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

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

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

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

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

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

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

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

**[See also Article G.23 Leave for Family Illness for short term compassionate leaves of up to three days.]**

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

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

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

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

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

**[This Article contains various paid and unpaid leave provisions. Please read the article in its entirety to understand the full leave entitlements provided herein.]**

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

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

- a.     the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
  - b.     Any person who lives with an employee as a member of the employee’s family.
2.     Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied. **[See also Article G.4.5.a.]**
  3.     In addition to leave provided in clauses 1 and 2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of this clause “family member” means:
    - a.     in relation to an employee:
      - i.     a member of an employee's immediate family;

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

**Local Provisions:**

- 5.
  - a. In addition to leave provided in Article G.4.2, an employee may request an additional one (1) day of leave with pay, normally based on travel consideration, with the approval of the Superintendent of Schools.
  - b. In the event that a teacher suffers bereavement of a ward of legal guardian, they shall be granted up to three (3) teaching days leave of absence with pay to make preparations for and/or attend the funeral. A teacher may request up to an additional three (3) days of leave with pay, normally based on travel consideration, with the approval of the Superintendent of Schools.
- 6. In the event that a letter from a medical doctor indicates that the teacher is unfit to carry out assigned duties, such leave may be charged to their accumulated sick leave.

**ARTICLE G.5      UNPAID DISCRETIONARY LEAVE**

**PCA Article G.5 does not apply in School District No. 70 (Pacific Rim).**

**Note: See also Article G.28 Personal/Discretionary Leave.**

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

**[PCA Article G.6.1.b applies for the purposes of Article A.10 only. PCA Article G.6.1.a, and Article G.6.2 through G.6.5 do not apply in School District No. 70 (Pacific Rim)]**

- 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.

Short-term leave (leave of 10 consecutive school days or less)

6. Such leave will be granted subject to the availability of a qualified replacement. The request shall not be unreasonably denied.

Long-term leave (leave of more than 10 consecutive school days)

7. Such leave will be granted subject to the availability of a qualified replacement and educational needs of the school district. The request shall not be unreasonably denied.
8. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

Elected union officer release

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

**Note: See also Article A.20 Union Officer(s) Release Time and A.21 Release Time for Union Business.**

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

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

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

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

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

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

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

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

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



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

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

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

#### **ARTICLE G.20 SICK LEAVE**

1. Sick leave means the period of time an employee is permitted to be absent from work at their regular rate of pay while ill, disabled, or quarantined or because of a non-work related accident.
2. Teachers shall be entitled to all sick leave credits earned in the employ of the Board but not used as at June 30, 1988.
3. Sick leave is earned by the teacher at the rate of one and one-half (1 1/2) days for each month in the service of the Board and in receipt of salary from the Board.
4. Any days during which the teacher has been absent with full pay for reasons of illness, non-work related disability, accident or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
5. There is no maximum to the number of days of sick leave that may be accumulated.
6. Fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. Sick leave days which are advanced and utilized but not earned shall be repaid by the teacher to the Board progressively through the school year as earned in accordance with Article G.20.3.
7. Teachers commencing employment with the Board during the year shall have available to them the quota of sick leave benefits which would accrue to them for the balance of the school year.
8. Each teacher shall receive on or before October 1st an annual accounting of their accumulated sick leave.
9. 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.

10. The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed 120 days.
11. Teachers may be required to provide an acceptable medical certificate in relation to any absence due to illness.

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

#### **ARTICLE G.21 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS**

1. An employee who is subpoenaed for jury duty or is called upon to act as a court witness shall continue to receive full pay while so engaged, providing they turn over to the Board any monies they receive, excluding per diem, travel and accommodation expenses, for serving as juror or witness on days they would normally be working.
2. Where an employee is required to attend arbitration or other legal proceedings at the request of the Board, the Board shall grant leave with pay.

#### **ARTICLE G.22 EDUCATIONAL LEAVE (SHORT TERM)**

1. The last five days of June may be allowed for approved study providing the teacher has completed all necessary year-end duties required by the principal.
2. Application for such leave must be addressed through the principal, to the Superintendent of Schools, prior to June 10th. Such leave shall be without pay or at the cost of a teacher teaching on call, whichever is the lesser deduction.
3. Up to two (2) days leave of absence may be granted to an teacher to receive a university degree/diploma or to be present when a member of their immediate family as defined in Article G.4.1 receives a university degree/diploma. Such leave shall be at the cost of a teacher teaching on call.
4. Up to two (2) days leave of absence may be granted for a teacher to write an examination in a subject related to their teaching qualifications. Such leave shall be at the cost of a teacher teaching on call.

#### **ARTICLE G.23 LEAVE FOR FAMILY ILLNESS**

1. Leave of absence up to a maximum of three (3) days with pay shall be authorized by the Superintendent of Schools in the event of serious or confining illness in the immediate family (spouse or equivalent, parents, child, legal ward) of the teacher. Such leave to be charged against the teacher's accumulated sick leave.

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

**ARTICLE G.24 LEAVE FOR OTHER PURPOSES (SHORT TERM)**

1. A teacher shall be granted a short term leave for up to two days without pay for good and sufficient cause.
2. Where exceptional circumstance warrant, a teacher may, at the discretion of the board, be granted leave without pay for a longer period.

**ARTICLE G.25 LEAVE FOR ELECTIVE OFFICE AND COMMUNITY SERVICE**

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election they shall be given leave of absence, without pay, as required during the election campaign.
2. Should the teacher be elected Member of Parliament or Member of the Legislative Assembly, they shall request and be granted long-term leave of absence without pay.
3. A teacher who is elected to a municipal or regional district office or public board will be granted four (4) days leave in any one (1) school year when circumstances arise which require their attention. Such leave will be at the cost of a teacher teaching on call.

**ARTICLE G.26 WORKSAFEBC BENEFITS WITH PAY**

1. Where a teacher qualifies for WorkSafeBC benefits as a result of an injury or a communicable childhood disease while discharging duties on behalf of the Board, the teacher shall:
  - a. turn over all wage loss compensation received from WorkSafeBC;
  - b. receive full pay for the period of compensation until the teacher's accumulated sick leave is depleted or 120 working days have passed from the date of commencement of payment under this Article whichever is earlier; and
  - c. be deducted one quarter (1/4) day of sick leave for each day compensation is paid from accumulated sick leave under this Article.
2. Should a teacher's accumulated sick leave be depleted or 120 working days pass from commencement of payment under this Article, the teacher will receive benefits directly from WorkSafeBC.

**ARTICLE G.27 DEFERRED SALARY LEAVE PLAN**

1. The Board's Deferred Salary Leave Plan (DSLPL) Policy # 4060 shall not be amended or deleted from District policy without mutual agreement of the Union.

**ARTICLE G.28      PERSONAL/DISCRETIONARY LEAVE**

1. Each teacher will be granted three (3) days leave of absence in each school year to use at their discretion. Leave will be granted at a cost of a teacher teaching on call and shall not be cumulative.

**ARTICLE G.29      MATERNITY LEAVE**

1. A pregnant teacher shall be granted upon request a leave of absence as provided for in Part 6 of the *Employment Standards Act* .

2. The teacher shall give at least four (4) week's notice in writing prior to the commencement of the leave.

**3. Terminated Pregnancy**

A terminated pregnancy will be treated in the same manner as a birth under the *Employment Standards Act* and the provisions of this Article shall apply.

**4. Experience**

Maternity leave shall be counted for salary purposes as teaching experience with the district.

**5. Benefits**

The Board will continue to pay its share of all benefits for leave granted pursuant to this Article.

**6. Supplemental Employment Benefits on Maternity Leave**

- a. When a pregnant teacher takes the maternity leave to which they are entitled pursuant to the *Employment Standards Act* and this Collective Agreement, the Board shall pay the teacher:

- i. ninety-five (95%) percent of their current salary for the first two weeks of the leave, and
- ii. where the teacher is eligible to receive E.I. Maternity Benefits, the difference between ninety-five (95%) percent of their current salary and the amount of E.I. Maternity Benefits received by the member, for a further fifteen (15) weeks.

- b. The Board shall register a Supplemental Employment Benefits (SEB) Plan Agreement required by the *Employment Insurance Act* in respect of such maternity payment, and to append such agreement to this Collective Agreement as an integral portion thereof.

**7. Early Return**

- a. In the case of an incomplete pregnancy, loss of the child or other situations an teacher who is on a Maternity Leave may apply to return to work earlier than provided in the agreed upon leave and shall have the right to return to the position from which the leave was granted.
  - i. A teacher who is displaced by a teacher-who returns pursuant to Article G.29.7 may be re-assigned by the Board to any teaching position including a position as a permanent teacher teaching on call without the requirement for posting pursuant to Article E.25 (Posting & Filling).
- b. A teacher requesting such early return to duty will submit a written notification at least one (1) week prior to the return date and shall supply a medical certificate as required under the *Employment Standards Act*.
- c. Should the teacher during the one (1) week notice period referred to in Article G.29.8 become unable to return to duty because of ill health the teacher shall qualify for sick leave provisions in accordance with Article G.20 (Sick Leave).

**8. Sick Leave Entitlement**

If at the end of the maternity leave the teacher is unable to return to duty because of ill health, the teacher shall qualify for sick leave benefits pursuant to Article G.20 (Sick Leave).

**9. Assignment**

Maternity Leave shall be from a teaching position. Notwithstanding, a teacher may choose to apply for a transfer to another position if that position is available upon the teacher's return from Maternity Leave.

**ARTICLE G.30 PARENTAL LEAVE**

- 1. Parental leave (inclusive of adoption leave) shall be granted upon request as provided for in Part 6 of the *Employment Standards Act*.
- 2. The teacher shall give at least four (4) weeks notice in writing prior to the commencement of the parental leave.

**3. Experience**

Parental leave shall be counted for salary purposes as teaching experience with the district.

**4. Benefits**

The Board shall continue to pay its share of all benefits for leave granted pursuant to this Article.

**5. Supplemental Employment Insurance Benefits on Parental Leave for Adoption.**

- a. When a teacher takes parental leave for adoption to which the member is entitled pursuant to the *Employment Standards Act* and this Collective Agreement, the Board shall pay the member:
  - i. ninety-five (95%) percent of the current salary for the first two weeks of the leave, except where the teacher is in receipt of E.I. benefits for that period, and
  - ii. where the teacher is eligible to receive E.I. Parental Benefits for adoption, the difference between ninety-five (95%) percent of their current salary and the amount of E.I. Parental Benefits for adoption received by the teacher, for the period of time the teacher is entitled to receive those benefits, up to a maximum of ten (10) weeks.
- b. The Board shall register a Supplemental Employment Insurance Benefits (SUB) Plan Agreement required by the Employment Insurance Act in respect of such parental benefits for adoption, and to append such agreement to this Collective Agreement as an integral portion thereof.

**6. Early Return**

- a. In the case of the loss of a child or other situations, a teacher who is on a parental leave may apply to return to work earlier than provided in the agreed upon leave and shall have the right to return to the first suitable position subject to seniority.
- b. A teacher requesting such early return to duty will submit a written notification at least one (1) week prior to the return date.
- c. Should the teacher during the one (1) week notice period referred to in Article G.30.7 become unable to return to duty because of ill health, the teacher shall qualify for sick leave provisions in accordance with Article G.20 (Sick Leave).

**7. Sick Leave Entitlement**

If at the end of the parental leave, the teacher is unable to return to duty because of ill health, the teacher shall qualify for sick leave benefits pursuant to Article G.20 (Sick Leave).

**8. Assignment**

Parental leave shall be from a teaching position. Notwithstanding, a teacher may choose to apply for a transfer to another position if that position is available upon the teachers return from parental leave.

**ARTICLE G.31 EXTENDED MATERNITY/PARENTAL LEAVE**

1. a. Extended Maternity/Parental leave without pay or benefits shall be available for a teacher who has been granted maternity leave and/or parental leave (inclusive of adoption leave) and who chooses not to return to work at the expiration of that leave.
- b. The teacher may elect to continue their benefits during this leave of absence. The Board agrees to administer such benefits on the condition that the teacher repays the total cost of such benefits to the Board.
2. a. Extended Maternity/Parental leave shall be granted upon request for up to one school year with return to coincide with the commencement of a term or semester. This leave shall be extended at the request of the teacher for a further ten (10) school months.
- b. Teachers who choose not to return to work at the expiration of the leave referred to in Article G.31.2.a may upon request be granted, at the discretion of the Board, a further ten (10) school months of extended maternity/parental leave where circumstances warrant. The return to duty shall coincide with the commencement of a term or semester.
3. Such requests shall be made no later than four (4) weeks prior to the start of a semester or term or by May 31 in respect to leave commencing September 1 following.
  - a. Leave shall be granted for a full appointment or in an amount reconciling the assignment to 0.5.

**4. Return to Work**

Teachers returning from extended maternity/parental leave shall notify the Board at least four (4) weeks in advance of such return to work except in respect to leave expiring June 30 where notice shall be given by May 31.

**5. Sick Leave Entitlement**

If at the end of leave provided for in this Article the teacher is unable to return to duty because of ill health, the teacher shall qualify for sick leave benefits pursuant to Article G.20 (Sick Leave).

**6. Early Return**

- a. A teacher may request early return to duty from extended maternity/parental leave earlier than contemplated in the event that circumstances on which the leave was based changed significantly.
- b. A teacher requesting such early return to duty will submit a written notification at least four (4) weeks prior to the commencement of the school year, term or semester in which employment is requested to be resumed.

**7. Assignment**

- a. A teacher returning from an extended maternity/parental leave shall be placed on the staff roster of the school from which the leave was granted pursuant to Article E.21 (Staffing Procedures in Schools).
- b. A teacher on or returning from extended maternity/parental leave is eligible to apply for and fill a position pursuant to Article E.25 (Posting and Filling of Vacancies).

**ARTICLE G.32 PARENTHOOD LEAVE**

- 1.
  - a. Parenthood leave without pay or benefits shall be available for a teacher with a dependent child/children who requests such leave.
  - b. The teacher may elect to continue their benefits during this leave of absence. The Board agrees to administer such benefits on the condition that the teacher repays the total cost of such benefits to the Board.
- 2.
  - a. Parenthood leave shall be granted upon request for a period not to exceed ten (10) school months, with return to coincide with the commencement of a term or semester.
  - b. Teachers who choose not to return to work at the expiration of the ten (10) month period may upon request be granted, at the discretion of the Board, a further twenty (20) school months of parenthood leave where circumstances warrant. The return to duty shall coincide with the commencement of a term or semester.
- 3. Such requests shall be made no later than four (4) weeks prior to the start of a semester or term or by May 31 in respect to leave commencing September 1 following.
  - a. Leaves shall be granted for a full appointment or in an amount reconciling the assignment to 0.5.



**4. Return to Work**

Teachers returning from parenthood leave shall notify the Board at least four (4) weeks in advance of such return to work except in respect to leave expiring June 30 where notice shall be given by May 31.

**5. Sick Leave Entitlement**

If at the end of leave provided for in this Article the teacher is unable to return to duty because of ill health, the member shall qualify for sick leave benefits pursuant to Article G.20 (Sick Leave).

**6. Early Return**

- a. A teacher may request early return to duty from parenthood leave earlier than contemplated in the event that circumstances on which the leave was based changed significantly.
- b. A teacher requesting such early return to duty will submit a written notification at least four (4) weeks prior to the commencement of the school year, term or semester in which employment is requested to be resumed.

**7. Assignment**

- a. A teacher returning from a parenthood leave shall be placed on the staff roster of the school from which the leave was granted pursuant to Article E.21 (Staffing Procedures in Schools).
- b. A teacher on or returning from parenthood leave is eligible to apply for and fill a position pursuant to Article E.25 (Posting and Filling of Vacancies).

**8. Adoption or Legal Guardianship**

In the case of the adoption or legal guardianship of a dependent child or in the case of a terminated pregnancy of the teacher's spouse, the member shall be eligible for parenthood leave pursuant to this Article.

**ARTICLE G.33 PATERNITY LEAVE**

- 1. On the birth of a child or in the case of adoption or legal guardianship, the ADTU member may apply for and shall be granted paternity leave to a maximum of ten (10) days. The first day of such leave shall be with pay, the second to fourth days shall be with pay, less the cost of teacher teaching on call, and the fifth to tenth days shall be without pay.

#### **ARTICLE G.34      ADOPTION LEAVE**

1. In addition to parental leave provided pursuant to the Employment Standards Act and Articles G.30 and G.31, leave shall be granted to either parent, or both, if both are employees of the Board, for mandatory interviews or travelling time to receive an adopted child. The first day of such leave shall be with pay and the next nine (9) days shall be with pay, less the cost of teacher teaching on call.

#### **ARTICLE G.35      EXCHANGE LEAVE**

1. Any teacher who is granted leave of absence for a year to participate in a bona fide exchange plan shall be treated on their return for computation of experience as though they had been teaching in the district during their absence.

#### **ARTICLE G.36      LEAVE FOR INTERNATIONAL, NATIONAL, AND PROVINCIAL COMPETITION**

1. Leave approved by the Board for participation as:
  - a. a competitor or as a team or game official selected or invited by the governing body in international or national amateur, athletic or educational competition, may be granted without loss of salary for a period not exceeding twenty-two (22) school days in any one school year.
  - b. a competitor selected or invited by the governing body in provincial amateur, athletic or educational competition may be granted without loss of salary for a period not exceeding five (5) school days in any one school year.
  - c. a team or game official selected or invited by the governing body in provincial amateur, athletic or educational competition largely involving school aged children may be granted without loss of salary for a period not exceeding five (5) school days in any one school year.
2. Additional leave may be granted without pay or benefits by the Board of Education, if required.

#### **3. Leaves for Educational Events**

Leave may be granted without loss of salary for officiating and supervising in educational events that have provincial, national, or international recognition.

#### **ARTICLE G.37      HEALTH CARE LEAVE**

1. Leave of absence required by a teacher in connection with their own health, to consult a qualified medical doctor or dentist within the district or a qualified medical or dental specialist on a doctor's referral where such services are not available within the school

district will be considered to be leave of absence for medical reasons and be charged against their own accumulated sick leave entitlement. Other leave of absence to consult a qualified medical doctor or dentist (i.e. non-specialist) will be charged at the cost of a teacher teaching on call. A medical certificate may be required by the principal and/or Superintendent of Schools.

### **ARTICLE G.38 LONG TERM LEAVE OF ABSENCE (NON-MEDICAL)**

1. The Board agrees that a reasonable number of leaves of absence without pay or benefits shall be available for ADTU members each year subject to the availability of a replacement with the necessary qualifications in accordance with the Collective Agreement.
2. If the Employer is concerned about finding a replacement with the necessary qualifications, the Employer shall make reasonable efforts to find a replacement with the necessary qualifications, by posting the position internally and, if necessary, externally as soon as possible until two (2) weeks prior to either the start of a term or semester or for two posting bulletins in June for leaves commencing September 1<sup>st</sup> if the position is unfilled at May 30<sup>th</sup>.
3. Request for this leave shall be made no later than six (6) weeks prior to the start of a term or semester or by May 1<sup>st</sup> in respect to leave commencing September 1<sup>st</sup> following.
4. On rare occasions and at the employer's discretion, leave applications after May 1<sup>st</sup>, may be considered.
5. ADTU Members will be eligible to receive this leave once in every five (5) years of aggregate seniority service (50 months).
6. ADTU members who are on leave may request an extension of the leave. The extension of the leave is subject to approval of the Employer.
7. ADTU Members replacing those members on leave may be appointed on a temporary basis.
8. Priority will be given to educational leave.
9. Leave shall be granted in order of the ADTU member with the greatest seniority provided that there is a replacement with the necessary qualifications available.
10. Leaves of absence up to one year are from a position if the position continues to exist. Leaves of absence in excess of one year shall be from the school.

**ARTICLE G.39 HEALTH AND WELFARE BENEFITS WHILE ON LEAVE**

1. The following leaves shall be without benefits except that the teacher may elect to continue their health and welfare benefits for up to two (2) years' leave of absence on the condition that the member repay the total costs of such benefits:

Leave For Elective Office and Community Service,

Exchange Leave

Leave For National and International Competition;

Long Term Leave of Absence (Non-Medical)

Receiving benefits from the BCTF Salary Indemnity Plan

2. Where a teacher is on any of the following leaves and is paying benefits in accordance with Article G.39.2, the benefits will be terminated when the member becomes an employee of an employer other than School District No. 70:

Leave For Elective Office and Community Service,

Parenthood Leave,

Extended Maternity Leave,

Exchange Leave,

Leave For International, National, and Provincial Competition;

Long Term Leave of Absence (Non-Medical)

Leave for retraining in the event of layoff.

3. Provided that the employee is a teacher and pays the appropriate share of the cost of benefit premiums, the Board shall continue to pay its share of the benefit premiums for the member who is receiving benefits from WorkSafeBC.

## SIGNATURES

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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Tim Davie, Superintendent  
School District No. 70 (Pacific Rim)

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Ryan Dvorak, President  
Alberni District Teachers' Union

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

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Clint Johnston, President  
British Columbia Teachers' Federation

## APPENDICES

### APPENDIX A: Criteria Critical to Teacher Competence

The following shall constitute the criteria critical to teacher competence as identified in Article C.24 (Evaluation of Teaching Performance). These following three (3) areas will be commented on in each formal evaluation of the teacher. Ratings in each area will be an aggregate evaluation of that area.

1. INSTRUCTIONAL COMPETENCE, as reflected by the teacher
  - a. seeking knowledge of pupil needs as a means to facilitating educational growth;
  - b. planning within definite purposes and clear objectives, communicating same to pupils, and assessing outcomes in terms of the intended purposes;
  - c. involving pupils in experiences and activities appropriate to the individual needs of the pupils;
  - d. providing opportunity for questioning, speculation, and originality;
  - e. endeavouring to remain current in knowledge of subject matter and instructional methodology;
  - f. maintaining appropriate, accurate records of student achievement, attendance and other necessary data.
2. CLASSROOM MANAGEMENT, as reflected by the teacher
  - a. practicing classroom management suitable to the educational objectives and learning environment;
  - b. maintaining effective classroom control;
  - c. maintaining fair, consistent and appropriate discipline;
  - d. maintaining an effective physical classroom environment by appropriate management of those factors within the teacher's control.
3. PROFESSIONAL CONDUCT, as reflected by the teacher
  - a. maintaining a mutually respectful relationship with their pupils;
  - b. maintaining appropriate professional relationships with colleagues;
  - c. maintaining appropriate cooperative relationships with parents;
  - d. providing advice and counsel to pupils and parents in relation to the student's educational program;

- e. attending to duties and responsibilities common to the workplace as established by the principal in consultation with the staff.

**APPENDIX B: Posting and Filling Procedures Grievance 94-014**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 70 (PACIFIC RIM)**

**AND**

**ALBERNI DISTRICT TEACHERS' UNION**

**Re: (Posting And Filling Procedures Grievance 94-014)**

**SETTLEMENT AGREEMENT**

1. Postings issued prior to May 30 will invite all interested applicants but will indicate that no person without seniority status in the district will be considered for appointment prior to June 1.
2. The Board will fill all positions as rapidly as practical.
3. It is agreed that the Board, if deemed necessary, may advertise provincially for applicants to any posted position prior to June 1 and any applications received in response to such advertisements will only be considered after June 1 along with other applicants. The Board may also advertise provincially after June 1.
4. It is agreed that ADTU members on temporary appointments and teachers teaching on call do not have priority or seniority status over outside applicants.

Signed this 24<sup>th</sup> day of January, 1996, at Port Alberni, British Columbia

for the School Board

for the ADTU



**LOCAL LETTERS OF UNDERSTANDING**

**BETWEEN**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 70 (PACIFIC  
RIM)**

**AND**

**THE ALBERNI DISTRICT TEACHERS UNION**

**LETTER OF UNDERSTANDING #1: Local Policies**

**THIS LETTER OF UNDERSTANDING  
made and entered into this 19th day of May, 1993**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 70 (PACIFIC RIM)  
(hereinafter referred to as the "Board")**

**AND**

**THE ALBERNI DISTRICT TEACHERS' UNION  
(hereinafter referred to as the "Union")**

In the event that legislation is enacted that provides for the adoption of local policies as described in the January 13, 1993 letter from the Minister of Education, the Board and the Union agree to jointly develop local policy with respect to the following:

1. phase-in of first year primary students provided these students are offered the prescribed hours of instruction no later than the sixth day after the commencement of school in that year;
2. the organization of the first day of school;
3. early dismissal for emergent or extraordinary reasons.

SIGNED:

SIGNED:

FOR THE BOARD

FOR THE UNION

**LETTER OF UNDERSTANDING #2: Grievance 94-008**

**THIS LETTER OF UNDERSTANDING  
made and entered into this 29th day of September, 1994**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 70 (PACIFIC RIM)  
(hereinafter referred to as the "Board")**

**AND**

**THE ALBERNI DISTRICT TEACHERS' UNION  
(hereinafter referred to as the "Union")**

**Re: Grievance Year End Staffing Bulletin #1 Maquinna - 1.0 L.A.  
(Continuing) Union File No. 94-008**

**IT IS AGREED THAT:**

if a position has been posted as a temporary position until the end of the school year pursuant to Article E.25.2.c: POSTING AND FILLING OF VACANCIES, the position to be reposted will be determined through the procedures for year-end staffing, as set out in Article E.21: STAFFING PROCEDURES IN SCHOOLS.

**SIGNED:**

**FOR THE BOARD**

**SIGNED:**

**FOR THE UNION**

**LETTER OF UNDERSTANDING #3: Grievance 94-022**

**THIS LETTER OF UNDERSTANDING  
made and entered into this 28th day of November, 1994.**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 70 (PACIFIC RIM)  
(hereinafter referred to as the "Board")**

**AND**

**THE ALBERNI DISTRICT TEACHERS' UNION  
(hereinafter referred to as the "Union")**

**Re: Grievance: ADTU File No. 94-022 Improper Assignment - U.S.S.**

THE BOARD AND THE UNION AGREE:

to the following procedures for any ADTU members who are requested to teach a class(es) outside the guidelines prescribed in the Collective Agreement:

1. there must be an agreement between the Alberni District Teachers' Union, the ADTU member and the Board before any assignment is scheduled outside the timelines set out in the Collective Agreement.
2. an ADTU member with an assignment which falls outside the prescribed time frames outlined in Article D.21 (Duration of School Day) of the Collective Agreement will have time equivalent to the above assignment which will show on the ADTU member's timetable as "Time in Lieu". "Time in Lieu" is understood to belong solely to the ADTU member.

SIGNED:

FOR THE BOARD

SIGNED:

FOR THE UNION

**LETTER OF UNDERSTANDING #4: Grievance 94-006**

**THIS LETTER OF UNDERSTANDING  
made and entered into this 19th day of January, 1995**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 70 (PACIFIC RIM)  
(hereinafter referred to as the "Board")**

**AND**

**THE ALBERNI DISTRICT TEACHERS' UNION  
(hereinafter referred to as the "Union")**

**Re: Grievance: Year End Staffing Bulletin No. 2 0.5 Interdisciplinary En/Women's  
Studies/Trans. (ADSS) ADTU File No. 94-006**

IT IS AGREED THAT:

1. When an ADTU member successfully bids into a continuing position at a different school that is less FTE than their current position, the ADTU member will be granted leave from their current school.  
  
Until such time as the ADTU member achieves the same amount of FTE in the new school as in the previous school, the ADTU member will be on a leave of absence without pay equivalent to the previous assignment minus the current assignment.
2. Before "Year-End" staffing procedures take place, the ADTU member will be given the option to continue with the assignment in the new school with an equivalent percentage leave of absence or return to the position from which they initially bid.
3. The interpretation outlined in this Agreement will be in effect on the signing of this Agreement and all grievances that pertain to this offer of resolution shall be considered as resolved.
4. It is understood that the substance as to whether or not two or more positions are combinable or reconcilable is a matter that can be referred to the grievance procedure for resolution.

SIGNED:

FOR THE BOARD

SIGNED:

FOR THE UNION

**LETTER OF UNDERSTANDING #5: Part-Time Teachers' Rights**

**THIS LETTER OF UNDERSTANDING  
made and entered into this 20th day of January, 1995**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 70 (PACIFIC RIM)  
(hereinafter referred to as the "Board")**

**AND**

**THE ALBERNI DISTRICT TEACHERS' UNION  
(hereinafter referred to as the "Union")**

IT IS AGREED THAT:

Part-time continuing teachers

Part-time continuing teachers maintain their right to increase their FTE assignment at any time during the school year providing they are not entitled to return to the position they have left for the remainder of the same school year.

**1. Lateral Moves**

- a. Any continuing ADTU member may apply for and fill positions which are created or become vacant after completion of year end staffing procedures (June 30) up to the end of September providing they have the required qualifications. Vacancies that occur in September but are not posted until October can be filled with a lateral move. Subsequent vacancies occurring as a result of the above lateral moves or September class size adjustments may be filled with a lateral move.
- b. For the purpose of moves after year end staffing up to September 30, vacant positions shall be posted for a minimum of two working days.
- c. Vacancies that occur during July and August will be posted for two working days during the first week of the school year.
- d. Until return of teacher postings:
  - i. should the teacher return, the displaced continuing teacher shall be placed on a recall list without pay. Teachers will be recalled from the list in order of seniority;
  - ii. a teacher placed on the recall list during the year shall continue to accrue seniority;

- iii. the Union agrees that teachers placed on the recall list as result of 4.1 will not be entitled to severance provisions for the remainder of the school year; and
- iv. teachers on the recall list who wish to maintain benefits shall be entitled as outlined in Article C.5.7.

**2. Mid-year Retirements/Resignations**

In cases where the Board has notice in writing of a resignation, including retirement, lateral moves will be permitted. Resulting vacancies will not be filled with a lateral move.

SIGNED:

FOR THE BOARD

FOR THE UNION

**LETTER OF UNDERSTANDING #6: Core French**

THIS LETTER OF UNDERSTANDING

made and entered into this 19th day of May, 1993

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES

SCHOOL DISTRICT NO. 70 (PACIFIC RIM)

(hereinafter referred to as the "Board")

AND:

THE ALBERNI DISTRICT TEACHERS' UNION

(hereinafter referred to as the "Union")

**Re: Core French**

The Board agrees to provide a sufficient number of ADTU members to offer an average of thirty (30) minutes per week for the instruction of primary and intermediate French in the District.

SIGNED: FOR THE BOARD

SIGNED: FOR THE UNION

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**MID-CONTRACT MODIFICATION #1**

**THIS MID\_CONTRACT MODIFICATION AGREEMENT,  
made and entered into this 25<sup>th</sup> day of April, 2000**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 70 (PACIFIC RIM)  
(hereinafter referred to as the “Board”)**

**AND:**

**THE ALBERNI DISTRICT TEACHERS’ UNION  
(hereinafter referred to as the “Union”)**

**Re: Year-End Staffing Procedures**

The board and the Union agree to the following:

1. Amend Article E.21.12 to read “Prior to June 1, the Superintendent of Schools shall issue sufficient termination notices, no earlier than May 1 in order to provide teachers on the surplus list who have not yet been placed with positions within the district commensurate with their qualifications.”
2. The Board shall give each teacher it intends to terminate the reasons for the termination and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Union.
3. Those teachers issued termination notices will be given up to twenty-four hours to identify position(s) in order of preference on that list for which they are qualified. Pursuant to qualifications defined in Article C.5.2, the Board will then confirm within a further twenty-four hours the placement(s) in order of seniority.
4. Those teachers displaced from the positions identified pursuant to 3 will be issued termination notices and accorded all the rights of this Mid-Contract Modification Agreement.
5. The Board will follow the procedures pursuant to Article C.2 and C.5 for those teachers who have not identified a position for which they are eligible.
6. Staff Reps. will be notified and, if all possible, be present when termination notices are issued.
7. Teachers may acquire a position(s) equivalent to the F.T.E or less but may not increase their F.T.E.

8. Termination notices will be issued at the end of the terminated teacher's teaching day.

SIGNED:  
FOR THE BOARD:

"Ron Erickson"  
School District No. 70 (Pacific Rim)

"Hugh Finlayson"  
B.C.P.S.E.A.

SIGNED:  
FOR THE UNION:

"K.E. Zydyk"  
Alberni District Teachers' Union

"Linda Watson"  
B.C. Teachers' Federation

**MID-CONTRACT MODIFICATION #2**

**THIS MID\_CONTRACT MODIFICATION AGREEMENT,  
made and entered into this 9th day of June, 1999**

**BETWEEN:**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 70 (PACIFIC RIM)  
(hereinafter referred to as the “Board”)**

**AND**

**THE ALBERNI DISTRICT TEACHERS’ UNION  
(hereinafter referred to as the “Union”)**

**Re: Re-Engagement Rights/School Opening September**

- ~~1. The Board will provide a list of all available positions to all teachers on the recall list on the Friday of the first week of school.~~
- ~~2. Teachers will have until 12:00 p.m. the following Monday to provide the Board with a list of positions in order of preference if they are unable to attend the meeting referred to in 3.~~
- ~~3. A meeting will be convened after school on the Monday identified in 2 to allow teachers to select available positions pursuant to Article C.5 of the Collective Agreement. Teachers must attend the meeting or provide a list of their selection(s) in order of preference. Positions will be offered pursuant to Article C.5.4~~
- ~~4. If a teacher declines to select a position through this process, it may be considered as one refusal pursuant to Article C.5.4.c.i.~~
- ~~5. Positions that arise following completion of steps 1 to 4 will be offered to teachers on the recall list pursuant to Article C.5.4.~~
6. Teachers shall have twenty four (24) hours in which to accept or decline the assignment offered pursuant to 5.

SIGNED:  
FOR THE BOARD:

“Ron Erickson”  
\_\_\_\_\_  
School District No. 70 (Pacific Rim)

“Hugh Finlayson”  
\_\_\_\_\_  
B.C.P.S.E.A.

SIGNED:  
FOR THE UNION:

“K.E. Zydyk”  
\_\_\_\_\_  
Alberni District Teachers’ Union

“Linda Watson”  
\_\_\_\_\_  
B.C. Teachers’ Federation

**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

Original signed by:

“Jim Iker”

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For BCTF

“Renzo Del Negro”

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For BCPSEA

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

### **Housekeeping – Form Issues**

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

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

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



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

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

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

### **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

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

**January 22, 2021 - Provincial Matters**

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

**Housekeeping – Form Issues**

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

**Section A – The Collective Bargaining Relationship**

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

**Section B – Salary and Economic Benefits**

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

## **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

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

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

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

### **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.



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

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

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

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

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“R. Worley”

“K. Halliday”

**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

**BETWEEN:**

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

**AND**

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

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

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

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Does not apply in School District No. 70 (Pacific Rim)

**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**

Does not apply in School District No. 70 (Pacific Rim)

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

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

**Remote Recruitment & Retention Allowance:**

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

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

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

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

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



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

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

Texada Elem	Texada Island
Kelly Creek Elem	

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

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

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

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

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

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

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

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

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

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

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

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

False Bay School	Lasqueti
<b>70 - Alberni (only part of district approved)</b>	
Bamfield	Bamfield
Wickanninish	Tofino
Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet
<b>72 - Campbell River (only part of district approved)</b>	
Surge narrows	Read Island
Sayward Elem	Village of Sayward
Cortes Island	Cortes island
<b>73 - Kamloops/Thompson (only part of district approved)</b>	
Blue River Elem	Blue River
Vavenby Elem	Vavenby
Brennan Creek	Brennan Creek
<b>74 - Gold Trail (only part of district approved)</b>	
Gold Bridge Community	Gold Bridge/ Bralorne
SK'il' Mountain Community	Seton Portage/South Shalalth/Shalalth
Lytton Elementary	
Kumsheen Secondary	
Venables Valley Community	Venables Valley
	Lillooet/Pavilion/ Fountain/Band
Cayoosh Elementary	Communities
	Lillooet/ Pavilion / Fountain/Band
George M. Murray Elementary	communities
	Lillooet / Pavilion / Fountain/Band
Lillooet Secondary	communities
<b>81 - Fort Nelson (Entire District)</b>	
<b>82 - Coast Mountain (Entire District)</b>	
<b>84 - Vancouver Island West (entire district approved)</b>	
<b>85 - Vancouver Island North (Entire District)</b>	
<b>87 - Stikine (Entire District)</b>	
<b>91 - Nechako Lakes (Entire District)</b>	
<b>92 - Nisga'a (Entire District)</b>	
<b>93 - Conseil Scolaire Francophone (only part of district approved)</b>	
Ecole Jack Cook	Terrace

## LETTER OF UNDERSTANDING No. 6

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

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

**LETTER OF UNDERSTANDING No. 7**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

The following examples are intended to provide further clarification:

### Example 1

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

### Example 2

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

**LETTER OF UNDERSTANDING No. 8**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

1. Laid off teacher holding recall rights in one school district may port up to twenty (20) years of seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in their previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.
5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.

6. Consistent with Irene Holden’s previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.
7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

\_\_\_\_\_  
 Alan Chell  
 For BCPSEA  
  
 March 26, 2020  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Teri Mooring  
 For BCTF  
  
 March 26, 2020  
 \_\_\_\_\_  
 Date



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

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Provincial Extended Health Benefit Plan**

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

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

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

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.
7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:

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

Agreed to on: November 26, 2012

*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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

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

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

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

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

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

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

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

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

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

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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For School District 51

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For Boundary Teachers'  
Association

## 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 TTOC or in the past has been a TTOC.

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

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

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



calculation is made, no partial transfer of TTOC experience are permitted. (See example below).

8. Once transferred, the previous local collective agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than June 30<sup>th</sup> of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30<sup>th</sup> of the preceding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than November 15<sup>th</sup> of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15<sup>th</sup> of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date of LOU 16(c) signed below.

Example:

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

*Original signed by:*

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

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

**THEREFORE THE PARTIES AGREE THAT:**

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

### Shared Commitment to Equitable Access to Learning

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

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

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

### Agreement to be Implemented

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

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

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

- iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
  - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
- C. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local collective agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).
- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2019 – 2022 BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

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

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

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

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

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

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

The size of primary classes shall be limited as follows:

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

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

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

##### *Class Size Language: 4-12*

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

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

### *Implementation of Class Composition Language*

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

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

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

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

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

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



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

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

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

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

Non-Compliance

15. Notwithstanding paragraph 14, the Parties recognize that non-compliance with class size and composition language may occur. Possible reasons for non-compliance include, but are not limited to:
- compelling family issues;
  - sibling attendance at the same school;
  - the age of the affected student(s);
  - distance to be travelled and/or available transportation;
  - safety of the student(s);
  - the needs and abilities of individual student(s);
  - accessibility to special programs and services;
  - anticipated student attrition;
  - time of year;
  - physical space limitations;
  - teacher recruitment challenges.

Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

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

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

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 13**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

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

**AND THE**

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

**Re: Cultural Leave for Aboriginal Employees**

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

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

**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN**

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

**AND THE**

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

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

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

Discussions will take place prior to June 30, 2020.

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Early Career Mentorship**

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



**LETTER OF UNDERSTANDING NO. 17**

**BETWEEN**

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

**AND THE**

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

**Re: Potential Grievance Resolution**

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

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