

**A WORKING DOCUMENT**

**PROVINCIAL COLLECTIVE AGREEMENT**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION /  
THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 34 (ABBOTSFORD)  
(The "Employer")**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION /  
THE ABBOTSFORD TEACHERS' UNION  
(The "Local")**

**AS IT APPLIES IN S.D. #34 (ABBOTSFORD)**

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

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between B.C.T.F. and B.C.P.S.E.A. 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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## **INTRODUCTION**

THIS AGREEMENT SHALL BE BETWEEN:

The Board of Education of School District No. 34 (Abbotsford), a corporate body established pursuant to the School Act (hereinafter referred to as “the Board”)

AND:

The Abbotsford Teachers’ Union, the certified bargaining agent for School District No. 34 (Abbotsford) Teachers’ Collective Bargaining Unit established pursuant to the *Labour Relations Code* (hereinafter referred to as “the ATU”).

## **PREAMBLE**

WHEREAS the Board declares that its primary interest is the educational welfare of the children of School District No. 34 (Abbotsford); that one of its primary objectives is the orderly operation of the School District and to recruit an able and competent teaching staff; and that in its pursuit of this objective it seeks to promote the social and economic status of its teaching staff;

AND WHEREAS the ATU declares that its primary interest is identical to that of the Board and that it seeks to establish favourable social and economic status for its members, and to provide an orderly system for delivery of education services, primarily because these conditions are essential to the recruitment and retention of a qualified teaching staff;

AND WHEREAS both parties desire to maintain a harmonious relationship and believe the expeditious settlement of disputes will facilitate the realization of this aim;

AND WHEREAS the Board and the ATU subscribe to the intent of the *Human Rights Act* and will not condone nor tolerate any expression of racism or other forms of discrimination.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the parties agree as follows:

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

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

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

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

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

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer in each district, the Board of Education for School District No.34 (Abbotsford), recognizes the local in that district, the Abbotsford Teachers' Union, as the teachers' union for the negotiation in that district, School District No. 34 (Abbotsford), of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district, School District No. 34 (Abbotsford), 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) [the Abbotsford Teachers' Union] in which they are employed, subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

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

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



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

[The local practice is: The amounts deducted on behalf of the ATU shall be remitted to the ATU. This will be done by electronic transfer of funds on the last working day of each month (September to June). Reconciliation of any amounts over the nearest thousand will be paid within fifteen (15) calendar days.]

5. The employer shall provide to the BCTF and the local [ATU] at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

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

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

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

### **1. Preamble**

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

## **Steps in Grievance Procedure**

### **2. Step One**

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

### **3. Step Two**

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

### **4. Step Three**

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

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

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

### **5. Omitting Steps**

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

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

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

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

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

**8. Arbitration (Conduct of)**

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

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

## 9. General

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

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

### **1.       Scope**

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

### **2.       Process**

- a.       The grievance shall be referred to one of the following arbitrators:
  - i.       Mark Brown
  - ii.      Irene Holden
  - iii.     Chris Sullivan
  - iv.     Elaine Doyle
  - v.      Judi Korbin
  - vi.     John Hall
- b.       The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c.       Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d.       If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e.       The written submissions shall not exceed ten (10) pages in length.
- f.       As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .
- g.       The parties will use a limited number of authorities.
- h.       The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i.       Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j.       All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k.       Neither party shall appeal or to seek to review a decision of the arbitrator.
- l.       The arbitrator retains jurisdiction with respect to any issues arising from their decision.

- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

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

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

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

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

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

1. Upon written request to the Superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.
2. Upon written request to the superintendent or designate from the Ministry of Education, a teacher teaching on call (TTOC) who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. 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 NO CONTRACTING OUT**

1. Except with the approval of the ATU, the Board shall not contract outside of the bargaining unit for the performance of duties of the type and kind which would normally be performed by teachers.
2. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall be continued to be performed only by members of the bargaining unit.

**ARTICLE A.21 INSTRUCTIONAL SUPPORT STAFF**

1. Instructional Support Staff shall mean any employee outside the bargaining unit who is hired to assist teachers in carrying out their responsibilities and duties.
2. Instructional Support Staff shall work under the employment supervision of an Administrative Officer and the direct instructional supervision of the teacher whom they are assigned to assist.
3. Unless specifically directed by the supervising teacher, instructional support staff shall not perform any duties of teachers including but not limited to:
  - a. designing, supervising and assessing educational programs;
  - b. assuming any instructional responsibilities or engaging in the delivery of educational programs;
  - c. providing instruction to individual students and/or groups of students; or
  - d. evaluating students or educational programs.

## **ARTICLE A.22      RIGHT TO REPRESENTATION**

1. A representative/s of the ATU shall attend a meeting between an ATU member and an Administrative Officer or the Board if:
  - a. the meeting is discipline related;
  - b. the involved ATU member or the involved Administrative Officer has reason to believe a representative/s of the ATU should be present;
  - c. the Board and the ATU shall agree on the time and location of the meetings held pursuant to this section.

## **ARTICLE A.23      ATU SCHOOL STAFF REPRESENTATIVES**

1. ATU school staff representatives may convene staff meetings in the school to conduct ATU business. Regular instruction will not be impeded by these meetings.
2. The ATU shall supply the Superintendent of Schools/CEO with a list of names of the ATU school staff representatives by October 15th of each year and shall advise the Superintendent of Schools/CEO, in writing, of changes to the list.

## **ARTICLE A.24      ACCESS TO WORK SITE**

1. Representatives of the ATU shall have access to each work site during working hours and will inform the school office upon entering the school.

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

1. The ATU shall have the right to use school facilities. After 1600 h (4:00 p.m.) and on non-school days, regular booking procedures will be followed.

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

1. The ATU shall have the right to post notices regarding its activities and matters of ATU concern on a bulletin board provided in a staff room in each school building.

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

1. In accordance with Board Policy, and without charge, the ATU shall have access to the District Mail Service, Facsimile transfer machines (FAX), and District electronic mail systems for the purposes of communicating with its members.
2. The privacy of communication shall be respected between the ATU, the Board, and their respective members and/or officers.



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

1. The Board and the ATU encourage each school to develop committees to foster communication and collegiality among teachers and Administrative Officers through discussion of issues relevant to the teaching staff.
2. Each school has the right to establish a recognized staff committee.
3. Staff committee size, quorum and membership shall be determined by the staff.
4. The school committee is entitled to review all school level budget and financial information and all relevant information to assist the teaching staff in making educationally sound decisions.

## **ARTICLE A.29 ACCESS TO INFORMATION**

1. The Board, upon request, agrees to provide all reasonable information the ATU requires to fulfill its role.
2. Such information will be provided in accordance with *The Freedom of Information and Protection of Privacy Act*.

## **ARTICLE A.30 EXCLUSIONS FROM THE BARGAINING UNIT**

1. Any teaching position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the mutual agreement of the parties.
2. The Board shall notify the ATU when a position related to teaching within a new classification is offered in the District and will submit to the ATU a written job description of that position in the new classification.
3. Newly created positions shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.
4. Exclusions of new positions shall be determined on the basis that the position primarily involves any of the functions outlined in the *Labour Relations Code* that warrant exclusion from the definition of an “employee”.

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

1. The Board shall provide every teacher with a printed copy of this agreement at the conclusion of negotiations. All teachers shall be provided with a copy of the current agreement upon acceptance of an offer of employment by the Board.

## **ARTICLE A.32      MANAGEMENT RIGHTS**

1. The ATU recognizes and affirms the right and responsibility of the Board to manage and operate the School District and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board, except as otherwise specifically provided for in this agreement or applicable legislation.

## **ARTICLE A.33      PICKET LINE PROTECTION**

1. All teachers covered under this agreement shall not be required to cross or work behind a legal picket line. Any teachers failing to report to work for this reason shall be considered to be absent without pay. No disciplinary action shall be taken by the Board under such circumstances. In the event of such an occurrence, the Board and the ATU shall jointly make provision for the safety of the students and ATU members and the security of the workplace.
2. The Board shall not, except under emergency situations, assign, request, require nor direct teachers covered under this agreement to perform work or carry out duties normally performed by teachers who are engaged in a legal strike or who are locked out. Similarly, teachers shall not assign, request or direct students to carry out such duties, as above.
3. Teachers shall not be required to work with persons who attempt to perform any of the duties which would normally be performed by teachers on strike or locked out.
4. In the event of a legal picket line, the teacher or their designate shall contact their immediate supervising Administrative Officer or designate to advise that they do not intend to cross the picket line.
5. The Board shall initiate the required action to establish the legality of the picket line. The picket line will be deemed legal until proven illegal.

## **ARTICLE A.34      NO INTERRUPTION-STRIKE-LOCKOUT-SLOW DOWNS-JOB ACTION**

1. The Board and the ATU agree there shall be no counsel to interrupt or perform voluntary activities or interruption of normal services including work stoppage (such as strikes, lockouts, slow downs or job action) during the term of this agreement.
2. In the event of a violation of Article A.34.1, the ATU and the Board will instruct their members and representative officers of the Board who may be involved, to cease such activity and comply with the terms of this Agreement.

## **ARTICLE A.35      STAFF ORIENTATION**

1. A staff orientation shall be offered to teachers new to the District starting at 13:00 h (1:00 p.m.) on a workday prior to October 15 of each year.
2. The orientation program will be planned by a Joint Committee of the ATU and Board established under this article.

3. The staff orientation shall be funded jointly by the Board and the ATU.
4. Teachers new to the district, as determined by the Joint Committee, shall be released for this purpose.
5. The attendance of teachers new to the District shall be mandatory.
  - a. For the purposes of this article, teachers new to the District shall be defined as those employees who commence employment with the District at the start of the school year.
  - b. The Joint Committee shall determine the attendance criteria for teachers appointed prior to the close of the previous school year.

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

### **ARTICLE B.1            SALARY**

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

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

#### **Local Provisions:**

7.        Except as elsewhere herein provided, each teacher shall be paid a basic annual salary according to salary category and teaching experience as set out in Article B.1.5 through B.1.13.

8. Salary Scale: Effective July 1, 2019:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,836	\$ 51,308	\$ 55,095	\$ 56,425
1	\$ 50,149	\$ 54,246	\$ 58,226	\$ 59,625
2	\$ 52,464	\$ 57,182	\$ 61,358	\$ 62,825
3	\$ 54,778	\$ 60,120	\$ 64,490	\$ 66,024
4	\$ 57,091	\$ 63,056	\$ 67,620	\$ 69,223
5	\$ 59,406	\$ 65,992	\$ 70,751	\$ 72,423
6	\$ 61,721	\$ 68,930	\$ 73,882	\$ 75,622
7	\$ 64,035	\$ 71,866	\$ 77,013	\$ 78,822
8	\$ 66,349	\$ 74,804	\$ 80,144	\$ 82,021
9	\$ 68,662	\$ 77,740	\$ 83,275	\$ 85,220
10	\$ 73,107	\$ 83,097	\$ 88,998	\$ 91,073

6. Salary Scale: Effective July 1, 2020:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,793	\$ 52,334	\$ 56,197	\$ 57,554
1	\$ 51,152	\$ 55,331	\$ 59,390	\$ 60,818
2	\$ 53,513	\$ 58,326	\$ 62,585	\$ 64,081
3	\$ 55,874	\$ 61,322	\$ 65,779	\$ 67,344
4	\$ 58,233	\$ 64,318	\$ 68,972	\$ 70,608
5	\$ 60,594	\$ 67,312	\$ 72,166	\$ 73,872
6	\$ 62,956	\$ 70,308	\$ 75,359	\$ 77,134
7	\$ 65,315	\$ 73,303	\$ 78,553	\$ 80,398
8	\$ 67,676	\$ 76,300	\$ 81,747	\$ 83,662
9	\$ 70,036	\$ 79,295	\$ 84,940	\$ 86,924
10	\$ 75,301	\$ 85,590	\$ 91,668	\$ 93,805

7. Salary Scale: Effective July 1, 2021:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,769	\$ 53,381	\$ 57,321	\$ 58,705
1	\$ 52,175	\$ 56,437	\$ 60,578	\$ 62,034
2	\$ 54,583	\$ 59,492	\$ 63,837	\$ 65,363
3	\$ 56,991	\$ 62,549	\$ 67,095	\$ 68,691
4	\$ 59,398	\$ 65,604	\$ 70,352	\$ 72,020
5	\$ 61,806	\$ 68,658	\$ 73,610	\$ 75,349
6	\$ 64,215	\$ 71,714	\$ 76,866	\$ 78,677
7	\$ 66,622	\$ 74,770	\$ 80,124	\$ 82,006
8	\$ 69,029	\$ 77,826	\$ 83,382	\$ 85,335
9	\$ 71,436	\$ 80,881	\$ 86,639	\$ 88,663
10	\$ 76,807	\$ 87,302	\$ 93,501	\$ 95,681

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

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

### **Local Provisions:**

7. Substitute teachers are hereinafter referred to as “TTOCs”. A **TTOC** is a relief teacher employed to relieve in a temporary or continuing position on a day-to-day basis in accordance with this article, in assignments of varied and/or limited duration.
8. TTOCs are only entitled to remuneration for relief services rendered in accordance with Article D.31 (Teacher Teaching on Call Duties).
9. A TTOC assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.
10. A TTOC assigned to a school for a half-day and not utilized or utilized for only a portion of the half-day shall be paid for a half-day.
11. No assignment shall be for less than one half (1/2) of a day.
12. Consecutive teaching days are not considered interrupted by non-instructional days. TTOCs are not eligible for pay during non-instructional days.
13. TTOCs shall be paid on a four (4) week basis with a deadline of the preceding Monday for submission of time sheets.

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

PCA Article B.3 does not apply in School District No. 34 (Abbotsford).

### **ARTICLE B.4 EI REBATE**

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

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

1. In this Article:
  - a. “the BCTF Plan” means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;

- b. “alternative plan” means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
  3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
  4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
  5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
  6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
  7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
    - a. between September 1 and September 30 or December 15 and January 15 in any school year;
    - b. no later than sixty (60) days following the commencement of employment.
  8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days’ written notice to the employer.
  9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
  10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
  11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

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

1. The employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.



2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

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

### **1. Private Vehicle Damage**

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

### **2. Personally Owned Professional Material**

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

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

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

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

PCA Article B.8.1 through B.8.10 does not apply in School District No. 34 (Abbotsford). See B.8.11 below.

### **Local Provisions:**

#### **11. Teacher Payroll Savings Plan**

The parties agree that the following will be the Payroll Savings Plan for teachers in School District No. 34.

- a. The Board will provide teachers the option of participating in a Payroll Savings Plan. To be eligible for the Payroll Savings Plan teachers shall –

- i. be on a continuing appointment or a temporary contract of not less than ten months;
  - ii. notify the Board through its Payroll Department, in writing, no later than 4:30 p.m. of the first Friday in September that they wish to participate in the Plan;
  - iii. notify the Board, through its Payroll Department, in writing by June 30, if they do not wish to continue in the Payroll Savings Plan the following year.
  
- b. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows:
  - i. For September – June:
    - (1) Mid-month advance at approximately 50% of their monthly net pay. The monthly net pay includes a deduction for the payroll savings plan set at 16.67% of their net monthly salary.
    - (2) Month-end payments of their regular salary less the mid-month advance and less the 16.67% of net monthly salary which will be paid into the Payroll Savings Plan.
    - (3) Interest is calculated on the monies in the Payroll Savings Plan as follows:  
Average monthly interest rate that the Payroll Savings Plan account earns multiplied by the average monthly balance in the Plan.
  - ii. For July and August:
    - (1) Interest to June 30<sup>th</sup> is calculated on the Plan and added to the individual employee's accumulation in the Payroll Savings Plan.
    - (2) The amount calculated under Article B.8.11.b.ii(1) is divided by four (4) and transferred into the employee's bank account on July 15, July 31, August 15 and August 31. If any of the following days are non-banking days, transfer shall be made on the last banking days preceding these dates.
  
- c. All payments will be made by direct deposit to the bank, credit union or trust company of the teacher's choice within the Lower Mainland.
  
- d. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions for the remainder of the school year unless they have resigned from the district or been granted a leave or have been terminated for cause.
  
- e. The Board will make teachers aware of the payroll savings plan option when they sign their contract at the Board office on the date of their hire.
  
- f. Article B.8.11 shall remain in effect from September 1, 2001, until such time as it is cancelled by mutual agreement of all parties concerned.

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

PCA Article B.9.1 through B.9.3 does not apply in School District No. 34 (Abbotsford). See B.9.4 below.

### **Local Provisions**

4. Except as otherwise provided in this agreement, the annual salaries of teachers shall be payable in ten (10) equal installments at the close of the last teaching day of each month, except the months of July and August.
5. Salaries shall be payable in semi-monthly installments on the fifteenth (15th) and the last teaching day of each month except December, which shall be payable in one (1) installment on the fifteenth (15th). Should Spring Break occur within seven (7) teaching days of the advance payroll date, one (1) installment shall be payable on the fifteenth (15th). Where those dates fall on a School Board office non-working day, payment will be made on the working day prior to that day.
6. Mid-month advance salary payments made on the fifteenth (15th) of each month, except as noted in Article B.9.5, will be approximately fifty per cent (50%) of monthly net pay. Pay statements will show "Advance" and the amount only. All salary details and deductions, including mid-month advance, will be shown on the month-end statement.
7. New teachers will receive an estimated advance for their first payment. Advances will be reviewed and if necessary, will be adjusted following the first monthly pay. The advance amount will then remain consistent until a salary change is effected.
8. All payments will be made by direct deposit to the bank, credit union or trust company of the teacher's choice within the lower mainland.

## **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 Articles B.10.4 and B.10.5 are not applicable in SD. No. 34 (Abbotsford).

*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.      General Benefits**

- a. The Board shall provide each new teacher, at time of hiring, with an application or enrollment form for participation in the appropriate insurance benefit plans and the cost of those plans in which the teacher is enrolling. In the event a teacher does not wish to participate in any particular optional benefit plan, the teacher must so advise the Human Resources Department in writing.
- b. The Board shall assist teachers in obtaining required benefits from the various benefit plans.
- c. The Board shall advise all eligible teachers that they must contribute to the Teachers' Pension Plan.
- d. The Board shall advise each teacher in writing of their accumulated sick leave at the end of each month, with the exception of any absence recorded after the 15th of the month. Absences subsequent to the 15th of the month will be identified in the next month's accumulated sick leave.
- e. As a condition of employment, all full and part-time continuing and temporary teachers shall be enrolled in the Group Life Insurance Plan.

#### **6.      Benefits - Coverage**

- a. The Board shall pay eighty per cent (80%) of the premium cost of the Medical Services Plan of B.C. (MSP) for each full and part-time continuing and temporary teacher employed by the Board.
- b. The Board shall pay eighty per cent (80%) of the premium cost of the Provincial Extended Health Benefit Plan for each full and part-time continuing and temporary teacher.

- c. The Board shall pay eighty per cent (80%) of the premium cost of:
  - i. the Dental Care Plan
  - ii. the Group Life Insurance Plan

for each full and part-time continuing and temporary teacher. The Board shall provide copies of the master contracts and any statistical reviews of usage to the ATU as they become available. No changes shall be made to the master contracts affecting teachers without the consent of the ATU. In the event that no agreement for change can be reached, the existing plan(s) shall be continued.

- d. Full and part-time continuing and temporary teachers may participate in the BCTF (Industrial Alliance Pacific) Optional Term Life Insurance Plan. Monthly premium deductions will be made from those teachers participating in the plan. The Board will not contribute to the cost of this plan.
- e. Where a teacher is on medical leave of absence, following the termination of accumulated sick leave, Article G.20 Sick Leave, the Board will continue to pay the cost of premiums during the period the teacher is in receipt of BCTF (short-term) Salary Indemnity Plan benefits. The ATU shall reimburse to the Board the employee's share of the premium costs.
- f. During this short-term period, experience shall be accumulated and granted for purposes of pension and increments.
- g. Teachers on the BCTF long-term Salary Indemnity Plan shall have their benefits maintained provided they advise the Board in writing. The Board will continue to pay the cost of premiums during this period. The teacher shall pay to the Board, monthly, in advance, the full cost of any benefit premiums during the extended period.

## **7. Survivor Benefits**

- a. Dental Plan and Extended Health Benefits Plan shall continue to be provided to the spouse and/or dependent children for six (6) months following the death of a covered teacher.
- b. Medical Services Plan premiums shall be paid on behalf of the surviving spouse and/or dependent children for six (6) months following the death of the covered teacher.

## **ARTICLE B.12 CATEGORY 5+**

- 1. Eligibility for Category 5+
  - a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
    - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.

- ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
    - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
  - b. Post undergraduate diplomas agreed to by the TQS; or
  - c. Other courses or training recognized by the TQS.
- 2. Criteria for Category 5+
- a. The eligibility requirements pursuant to Article B.12.1 must not have been used to obtain Category 5.
- 3. Salary Rate Calculation
- a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and / or during the term of the 2006-2011 Provincial Collective Agreement.
- 4. Application for Category 5+
- a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
  - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

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

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

**ARTICLE B.20 INITIAL PLACEMENT**

- 1. Each teacher shall be placed in a salary category based on acceptable years of professional preparation evaluated in accordance with the principles established by the Teachers' Qualification Service (hereinafter referred to as "TQS").
- 2. It shall be the responsibility of each incoming teacher to provide certified evidence of category held by providing a copy of the TQS determination to the Director of Human Resources as soon as possible after appointment to the District, but in any event no later than six (6) months from the effective date of appointment.

3. Where a teacher experiences difficulty beyond their control in securing the necessary certification of category from TQS, and where the six (6) month limitation cannot be met, an extension as necessary will be granted provided the teacher submits these indications of difficulty in writing to the Director of Human Resources at least five (5) working days before the expiration of the above noted six (6) months' period.
4. Where these procedures are followed and upon receipt of the necessary TQS certificate, adjustment of salary will be made retroactive to the effective date of appointment. Where these procedures are not followed any adjustment of salary will be made effective on the date upon which certification of TQS category is provided to the Director of Human Resources.
5. Persons hired on a Letter of Permission shall be placed in a salary category which will provide a salary appropriate to their years of professional preparation.

## **ARTICLE B.21      CATEGORY 5 PLUS**

[Effective September 1, 2007, Article B.21 is replaced by PCA B.12. See also Letter of Understanding No. 14 for Transitional Provisions.]

1. Teachers possessing Category 5 plus a diploma or meeting the criteria equivalent to a diploma shall be paid on the Category 5 Plus salary scale.
2. Criteria for “equivalent to a diploma” program:
  - a. courses must be senior or upper level numbered 300 or above except for one course, which, if a prerequisite, may be lower than 300;
  - b. courses must be in no more than two (2) different areas other than education and must be related courses that will better equip the teacher for classroom duties;
  - c. courses or credits must not have been used to obtain requirements for Category 5 and must have been taken subsequent to current certification;
  - d. approval of the courses must be obtained from the Superintendent or designate prior to taking the courses, however teachers already in possession of courses may have the courses evaluated for approval if they meet the other criteria;
  - e. courses must be equivalent to thirty (30) U. B. C. credits.
3. All applications for payment under this article must be accompanied by an official transcript indicating successful completion of the courses. Payment shall be from the first day of the month following application date.
4. Category 5 Plus shall be seventy five percent (75%) of the difference between Category 5 and Category 6.

## **ARTICLE B.22      PROOF OF PROFESSIONAL PREPARATION**

1. Teachers shall produce both teacher's certificate and a Teachers' Qualification Service category card. Placement will be in accordance with the assigned category indicated on the TQS card except as otherwise provided in this agreement.
2. Teachers hired on a Letter of Permission shall produce official transcripts from universities and colleges attended in order that years of acceptable preparation may be evaluated.
3. No teacher presently employed shall be placed in a lower category as a result of the re-wording of this section.

## **ARTICLE B.23      EXPERIENCE RECOGNITION**

1. Years of actual experience in a teaching appointment, inclusive of periods during which a teacher is in receipt of short-term salary indemnity plan benefits, shall be recognized for salary purposes in accordance with the provisions stated herein under. For the purposes of this section, a year is an accumulation of teaching totalling ten (10) months' employment.
2. Experience shall be recognized if earned teaching in public schools in Canada, the Commonwealth, the United States of America, and any other country in which the experience is equivalent to that of a teacher in a British Columbia public school.
3. Years of actual teaching experience may be recognized for teaching service in independent schools, accredited colleges, universities or government institutions, provided that the experience is equivalent to that of a teacher in the British Columbia public school system.
4. Substitute teaching experience within the School District shall accumulate for experience credit in the School District. One hundred and eighty-two (182) days of substitute teaching equals one (1) year of experience [Note: Effective September 19, 2014, one hundred and seventy (170) days of substitute teaching equals one (1) year of experience]. Upon appointment to a continuing or temporary position, a teacher may claim experience on the salary grid by submitting the documentation to the Superintendent of Schools/CEO.
5. Years of related experience as journeyman, technician or professional employee and receiving direct remuneration for service rendered may be recognized as years of teaching experience up to five (5) years if such experience is related to the subjects to be taught by the teacher concerned.
6. Teachers appointed as bona fide part-time or regular relieving teachers qualify for experience credit proportionate to the percentage of time they are employed, with the requirement that for one (1) year's credit the cumulative percentage time must be equal to at least ten (10) months' full-time employment.
7. No teacher shall suffer a loss of experience credit by the coming into effect of this agreement but will remain at the level earned until experience earned passes the current experience credit. Increments will be adjusted as they are due.



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

1. The increment date shall be the first of the month following the month in which applicable experience accumulation is achieved.

## **ARTICLE B.25 ASSOCIATED PROFESSIONALS**

1. An associated professional is an employee who:
  - a. possesses post secondary education in a discipline related to the services they are employed to provide;
  - b. works with students when unsupervised by a teacher.
2. Associated Professionals shall be paid in accordance with Article B.1.6 through B.1.10.
3. Placement on the salary schedule shall be:
  - a. at the category which is most nearly equivalent to the category of teachers based on years of university level training in the discipline, and
  - b. at the experience level as determined by Article B.23 Experience Recognition, of this Agreement.
4. Salary placement shall be effective from initial placement or the first of the month following the month in which the employee advises the Board in writing of entitlement to a change in category.

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

1. **Salary**
  - a. A part-time teacher's salary shall be a part of full salary calculated in the same ratio thereto as the hours of work of the part-time teacher bear to full-time hours of work.
2. **Benefits**
  - a. Part-time continuing and temporary teachers shall be eligible to participate in all benefit plans.
3. Sick leave shall be accumulated and utilized on a pro-rated basis.
4. Part-time continuing and temporary teachers shall accumulate seniority on a pro-rated basis.

## **ARTICLE B.27 HOSPITAL/HOMEBOUND TEACHERS' SALARY CLASSIFICATION**

1. Hospital/Homebound teachers shall be paid a salary equivalent to 0.25% per half day of their placement on the Salary Scale in Article B.1.6 through B.1.10.

**ARTICLE B.28 POSITIONS OF SPECIAL RESPONSIBILITY**

1. The Board will prepare job descriptions for all positions of special responsibility included in the bargaining unit.
2. **Allowances**
  - a. Department Heads, District Counsellors and Helping Teachers shall be paid an allowance of four per cent (4%) of the maximum of Category 6.
  - b. Middle School Team Leaders shall be paid an allowance as follows:

Effective July 1, 2019	\$2,516.63
Effective July 1, 2020	\$2,566.96
Effective July 1, 2021	\$2,618.30
3. The Board will notify the ATU of all new or changed positions of special responsibility included within the bargaining unit. A job description shall be prepared and sent to the ATU. Any allowance for the new or changed position will be subject to negotiation between the Board and the ATU.
4. Existing positions of special responsibility shall not be eliminated or changed without prior consultation with the ATU.

**ARTICLE B.29 SHORT/LONG TERM POSITIONS OF SPECIAL RESPONSIBILITY**

1. **Short Term**
  - a. In the event that an Administrative Officer assigned to a school is absent for five (5) days or less, a teacher may be requested to temporarily replace the Administrative Officer.
  - b. The teacher shall not be responsible for major administrative and managerial duties nor the evaluation of fellow teachers.
  - c. The teacher shall be provided with substitute teacher time equal to the administrative release time of the Administrative Officer they replace.
  - d. In the event that a short term assignment (five [5] days or less) becomes a long term assignment (greater than five [5] days) the teacher shall receive one two hundredth (1/200th) of the Administrative Officer’s salary retroactive to the start of the assignment but in no case shall this rate be less than ten per cent (10%) greater than the teacher’s current salary. Benefits are to remain in accordance with the status quo.
2. **Long Term**
  - a. A long term position of special responsibility occurs in the event of the absence of the regular Administrative Officer for greater than five (5) teaching days and the Board requests a teacher to assume the major administrative and managerial duties of the absent Administrative Officer, excluding the evaluation of fellow teachers.

- b. The teacher involved shall receive one two hundredth (1/200th) of the Administrative Officer's salary for each day worked but in no case shall this rate be less than ten per cent (10%) greater than the teacher's current salary. Benefits are to remain in accordance with the status quo.
- c. The teacher will be provided with substitute teacher time equal to the administrative release time of the Administrative Officer they replace.

**ARTICLE B.30 FIRST AID CERTIFICATE**

- 1. Each school in the District shall have an employee designated as the First Aid Attendant.
- 2. Providing a teacher holding a valid First Aid Certificate is designated by the Administrative Officer and is required to act as a First Aid Attendant in a school, the Board shall pay the designated teacher per school year:

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

- 3. When the designated teacher is requested and agrees to obtain or renew a First Aid Certificate recognized by the Workers' Compensation Board of British Columbia, the Board shall reimburse the teacher, upon written application to the Human Resources Department, for the full cost of the course, including examination fees and substitute teachers as required.

**ARTICLE B.31 PART YEAR/MONTH PAYMENT AND DEDUCTIONS**

- 1. The salary of a teacher whose employment commences or terminates during a school year shall be determined as follows:
  - a. the rate of deduction for a day without pay shall be defined as one two hundredth (1/200th) of the current annual salary for the teacher.
  - b. a teacher shall be paid one tenth (1/10th) of current annual salary in respect of each complete month in which the teacher works all prescribed days.
- 2. For the purpose of Article B.31.1.b, any prescribed day on which the employee is on authorized leave of absence shall be deemed to be a day of work and deductions (if any) which are authorized by this agreement (or statutes) in respect of such leave shall be made from the monthly salary required in that article.
- 3. For teachers commencing after the first school day in the school year, the first month's salary shall be adjusted so that each subsequent month is "on scale".

**ARTICLE B.32 NO CUTS IN SALARY**

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

**ARTICLE B.33      EXTENDED SCHOOL YEAR PAYMENT**

1. Teachers who instruct children in Summer School (including Special Education programs) shall be paid an hourly rate based on the following formula:

$$\frac{\text{(Category 6 - Step 0)}}{1000} = \text{Hourly Rate}$$

2. A teacher who agrees to teach night school shall be paid an hourly rate based upon the following formula:

$$\frac{\text{(Category 6 - Step 1)}}{1000} = \text{Hourly Rate}$$

3. A teacher who is requested in writing by the Board to work beyond the prescribed school year and who agrees to such employment shall be paid at the same rate as in Article B.33.1.

**ARTICLE B.34      BOARD PAYMENT OF TEACHER REGULATION BRANCH FEES**

1. The Board shall, on behalf of all full-time and part-time teachers in its employ, assume the full cost of the annual fees required for certification by the Ministry of Education Teacher Certification Branch, and remit the same to the Ministry of Education Teacher Certification Branch when notified of the fees by the ATU or the Ministry of Education Teacher Certification Branch.
2. Upon written application to the Human Resources Department, including the original of the Ministry of Education Teacher Certification Branch fee receipt, substitute teachers who have worked for the Board for forty (40) FTE days in any one (1) school year shall be eligible for reimbursement of the Ministry of Education Teacher Certification Branch annual fee.

## **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 teacher teaching on call shall be credited:
      1. one half (1/2) day for up to one half (1/2) day worked;
      2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.

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

**Local Provisions:**

**7. Definitions and Terminology**

For the purposes of this article and Article C.5, the following definitions will apply:

- a. “Day” will mean calendar day;
- b. “Week” will mean five (5) teaching days;
- c. “Seniority” will mean an employee’s aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching, and leave of absence in excess of one (1) month (30 days)
  - i. related to:
    - Pregnancy Leave pursuant to the *Employment Standards Act*
    - Special Leave
    - Approved Education Leave
    - Leave for duties with the ATU, BCTF, TRB, CTF, WCOTP, Department of National Defence, Universities or Colleges recognized by the *Universities Act* or the *College and Institute Act* of British Columbia
    - Service with the Ministry of Education
    - Long term sick leave
    - A recognized teacher exchange program
    - Deferred Salary Leave Plan
    - Compassionate care leave (Article G.2).

- ii. In addition to the foregoing, the seniority for an employee on a continuing contract shall include:
  - (1) Teacher Teaching on Call seniority accumulated pursuant to Article C.2.3 and
  - (2) Seniority ported pursuant to Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority in any school year.
- d. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.c, the employee with the greatest continuous employment with the Board shall be deemed to have the greatest seniority. “Continuous” will mean unbroken in terms of not involving resignation and re-appointment.
- e. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.d, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes shall be deemed to have the greatest seniority.
- f. When Articles C.2.7.d and C.2.7.e have been applied, and there are still two (2) or more employees with equal seniority, then the employee with the highest qualifications, as determined by the Qualifications Committee shall be deemed to have the greatest seniority.

## **8. Seniority List**

- a. The Board shall, by November 15th of each year, forward to the ATU a list of all employees employed by the Board in order of seniority, setting out the length of seniority as of September 1st of that year.

## **ARTICLE C.3 EVALUATION**

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

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

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

2. Increment Date for Salary Grid Placement

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

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

**1. Definitions and Terminology**

For the purposes of this article and Article C.2, the following definitions will apply:

- a. “Teacher” will mean any teacher whose employment is governed by this agreement.
- b. “Experience” will mean teaching experience as recognized for salary purposes in this agreement.
- c.
  - i. “Necessary qualifications” in respect to a teaching position means possession of a valid teaching certificate for the Province of British Columbia and a reasonable expectation based on the teacher’s university education or equivalent training and classroom experience, that the teacher will be able to perform the duties of the position from the commencement date of the assignment after a reasonable period of familiarization.
  - ii. Necessary qualifications in respect of a position that does not require the possession of a teaching certificate shall mean a reasonable expectation, based on the employee’s post-secondary education or equivalent training and experience, that the employee will be able to perform the duties of the position from the commencement date of the assignment after a reasonable period of familiarization.
- d. Appeals of the decision with respect to necessary qualifications must be made in writing and normally accompanied with any supporting documentation, within seven (7) calendar days to the Qualifications Committee, through the office of the Superintendent of Schools/CEO. The Qualifications Committee will meet to consider each appeal within five (5) working days of the receipt of the application.

**2. The Lay Off Process**

- a. When the Board determines that it is necessary to lay off any teacher, the ATU will be notified. The individual teachers concerned will also be notified.
- b. Notices requesting eligible teacher volunteers for early retirement and for leave of absence will be circulated.
- c. In the event that position reductions are necessary, the professional staff will be divided into two (2) separate levels - elementary and secondary. The number of FTE positions to be reduced at each level will be determined on a basis which reflects the relative proportions of elementary to secondary teachers in the total teaching population.



d. Within these levels, the Board will apply the following processes to determine staff to lay off:

- i. If the Board determines that it is necessary to lay off a teacher, the teachers to be retained on the teaching staff shall be those who have the greatest seniority, providing that they possess the necessary qualifications for the remaining positions available.
- ii. The Board shall give each teacher who it intends to lay off pursuant to this article, forty-five (45) calendar days' notice in writing, with a copy to the ATU . The Board shall provide to the ATU the reason(s) for the layoff and a list of those teaching positions held by teachers with less seniority whom the Board proposes to retain.

### **3. Recall Procedure - Re-Engagement of Professional Staff**

- a. If a teacher has been laid off under this agreement, the teacher's name will be placed on a recall list for a period of twenty-seven (27) calendar months. If a position becomes available during that period, the Board shall first offer re-engagement to the teacher who has the most seniority among those laid off pursuant to this article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and 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 laid off pursuant to this article.
  - b. A teacher who is offered re-engagement pursuant to Article C.5.3.a will accept or reject the appointment in writing within twenty-four (24) hours after receipt of the formal offer. If the teacher rejects the appointment or does not respond within the allotted time, the name of the teacher will move to the bottom of the recall list for the remainder of the school year.
  - c. The Board shall allow the teacher ten (10) days from the acceptance of the offer under Article C.5.3.b for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed.
  - d. 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 lay off.
4. If a teacher has been laid off under Article C.5.2, then they may utilize the recall procedure as in Article C.5.3 or shall be entitled to the following severance pay:
- 1 weeks' pay for less than 6 months' consecutive service.
  - 2 weeks' pay for more than 6 months' but less than 2 years' consecutive service.
  - 4 weeks' pay for 2 but less than 3 years' consecutive service.
  - 6 weeks' pay for 3 but less than 4 years' consecutive service.
  - 8 weeks' pay for 4 but less than 5 years' consecutive service.
  - 12 weeks' pay for 5 but less than 6 years' consecutive service.
  - 16 weeks' pay for 6 but less than 7 years' consecutive service.
  - 18 weeks' pay for 7 but less than 8 years' consecutive service.

- 20 weeks' pay for 8 but less than 9 years' consecutive service.
  - 22 weeks' pay for 9 but less than 10 years' consecutive service.
  - 24 weeks' pay for 10 but less than 12 years' consecutive service.
  - 28 weeks' pay for 12 but less than 15 years' consecutive service.
  - 30 weeks' pay for 15 years' consecutive service.
  - 2 additional weeks' pay for every year of consecutive service thereafter in excess of 15.
- a. The right of a teacher to compensation provided under this article ceases on the day twenty-seven (27) months after the Board first lays off the teacher.

## **5. The Qualifications Committee**

- a. The Qualifications Committee will be composed of an equal number of representatives of the Board and the ATU. It will rule on any questions relating to necessary qualifications. A majority decision of the Qualifications Committee shall be final and binding.

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

1. All teachers appointed to the District shall be appointed on a continuing contract except for:

- a. temporary teachers;
- b. teachers teaching on call.

### **2. Temporary Teachers**

- a. A temporary teacher shall be appointed when they are filling a position which has been made temporarily vacant due to a leave of absence or sickness for more than twenty (20) successive school days; or
- i. that is temporarily existing.
- b. For the purposes of Article C.20.2.a.i, a temporarily existing position is a position for a specific assignment/position on a specific term or temporary basis:
- i. provided such assignment coincides with a specific school term;
  - ii. that is not continued in the subsequent school year.
- c. Temporary teachers shall be granted full-time continuing contracts not later than the completion of ten (10) months of continuous service in the District.

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

1. The Board shall not discipline or dismiss any person bound by this agreement save and except for just and reasonable cause.
2. Where a teacher is under investigation for any cause where there is substantial likelihood that the allegation being investigated, if substantiated, would lead to disciplinary action, the teacher shall be advised in writing of that fact along with the particulars of the allegation. The ATU shall be

informed within twenty four (24) hours unless the Board is advised by the teacher in writing within eighteen (18) hours of receiving the notice of investigation that the ATU is not to be notified of the investigation. The teacher shall be advised in writing of the right to be accompanied by a representative of the ATU at any meeting in connection with such investigation.

3. Unless the teacher waives the right to such meeting, the Board shall not suspend or dismiss (other than a suspension to which Section 15(5) of the *School Act* reasonably applies) any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the teacher entitled to be present, in respect of which:
  - a. the teacher and the ATU shall be given seventy two (72) hours notice;
  - b. at the time such notice is given, the teacher and the ATU shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting;
  - c. the teacher or ATU, on behalf of the teacher, may file a written reply to the allegations;
  - d. at the meeting the teacher shall be accompanied by representatives and/or advocates appointed by the ATU , and they shall be entitled to hear all the evidence presented to the Board, and to receive copies of all documents placed before the Board. The ATU may question the person(s) presenting evidence at the meeting. The Board may question the representative(s) and/or advocate(s) appointed by the ATU .
  - e. The decision of the Board shall be communicated in writing to the teacher and the ATU and shall contain a full and complete statement of the grounds for the decision.
4. Where a teacher is suspended under Section 15(5) of the *School Act*, the Board shall, prior to taking further action under Section 15(7) of the *School Act*, hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the ATU.
5. The Board and the ATU shall not release to the media or the public, information in respect of the discipline or dismissal of a teacher except as agreed by the ATU or by joint release agreed upon by the Board and the ATU.
6. Notwithstanding Article A.6 Grievance Procedure, where a teacher has been dismissed, the ATU shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that article.
7. At an arbitration in respect of the discipline or dismissal of a teacher, no material from the teacher's file may be presented unless the material was brought to the teacher's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.24 Access to Personnel File, may be presented.
8. Where a teacher has been suspended on grounds set out in Section 15(4) of the *School Act*, the teacher shall be reinstated with full pay for the period of such suspension unless, on the final disposition of the matter, the teacher is convicted of the offence charged.

## ARTICLE C.22

## PROCESS LEADING TO DISMISSAL

1. A teacher shall not be dismissed for reasons of professional competence unless:
  - a. three (3) consecutive evaluation reports (hereinafter referred as “the report[s]”), as defined in Article E.22 Evaluation of Teachers, have been received indicating that the learning situation under their charge is less than satisfactory;
  - b. the reports shall have been issued in a period of not less than twelve (12) calendar months nor more than twenty-four (24) calendar months;
  - c. the initial report shall be written by the Administrative Officer in the school to which the teacher is assigned or, where the teacher is not assigned to a school, by their immediate supervisor.
2. Immediately after the first less than satisfactory report, a plan of assistance (hereinafter referred to as “the plan”) will be formulated and implemented to assist the teacher in overcoming any deficiencies. The plan shall be specific as to the amount of time given before a further report is to be undertaken in accordance with this article and shall be designed to remediate the shortcomings referred to in the less than satisfactory report. If the teacher considers the plan of assistance to be inappropriate, they will have an opportunity to appeal the plan to the Superintendent for review. The Superintendent's decision will be final.
3. In the event a teacher receives a less than satisfactory report and is concerned there may be bias on the part of the person designated to write the next report, they may appeal to the Superintendent. The Superintendent may confirm the designation of the evaluator or may designate a different evaluator. The decision of the Superintendent will be final.
4. At least one (1) of the three (3) less than satisfactory reports written pursuant to this section shall be written by the Superintendent, Deputy Superintendent, Assistant Superintendent, Director of Instruction, or other designated Administrative Officer.
5. Where the Board renders a decision to dismiss a teacher pursuant to the *School Act* on grounds of less than satisfactory performance, the Board shall issue notice of dismissal thirty (30) days prior to January 31 or June 30.
6. **First Evaluation Report**
  - a. During the first four (4) months of employment, the teacher’s Administrative Officer, prior to completion of a report, shall have met with the teacher to discuss the teacher's performance.
  - b. Any weaknesses in performance shall have been brought to the attention of the teacher and suggestions for improvement given.
  - c. The report shall be in accordance with Article E.22 Evaluation of Teachers.
  - d. Where the teacher’s performance has been assessed as less than satisfactory, a plan of assistance shall be developed. The plan shall include observations and assistance by resource persons external to the school. Membership in the plan of assistance team shall be determined in consultation with the ATU President or designate.

- e. Where the teacher has received a less than satisfactory report, the teacher shall be provided with the equivalent of fifteen (15) substitute days for the purpose of assisting in the classroom, observing other teachers or releasing other teachers to assist as a mentor.
- f. If, in the opinion of the intensive assistance team, the class size composition or teaching assignment significantly contributes to the teacher's less than satisfactory performance, the teacher will be given a further assignment in the following school year with the same evaluation provision as would apply to first year teachers in the District.
- g. Where the teacher received a less than satisfactory report in the first evaluation, the second evaluation, in accordance with Article E.22 Evaluation of Teachers, shall commence with a different evaluator, following the implementation of the intensive assistance plan (Article C.22.2) but not earlier than two (2) months after the issuance of the first report.

## **7. Dismissal Procedures/Requirements**

- a. The Board shall not dismiss a first year teacher unless it has received a second less than satisfactory report written by May 31.
- b. The teacher and the President of the ATU shall immediately be given written notice that the Board will be considering the dismissal of a teacher.
- c. Prior to any decision to dismiss, the teacher, accompanied by the President of the ATU or designate, shall have the opportunity to meet with the Board.
- d. If the Board, subsequent to this meeting, decides to dismiss the teacher, the Board will give the teacher at least one (1) month's written notice of dismissal with a copy sent to the President of the ATU .
- e. The notice shall contain full reasons for the action.
- f. The Board will not dismiss a teacher pursuant to this article except for just and reasonable cause.

## **ARTICLE C.23 PART-TIME TEACHERS' EMPLOYMENT RIGHTS**

- 1. A teacher with a full-time appointment may, without prejudice to that appointment and in accordance with Article E.27 Job Postings, request any part-time assignment specifying the fraction of time requested.
- 2. A teacher with a part-time appointment may, without prejudice to that appointment and in accordance with Article E.27 Job Postings, request any additional part-time appointment.
- 3. A teacher on part-time appointment may request a full-time appointment in accordance with Article E.27 Job Postings.
- 4. Teachers on part-time appointments shall accrue seniority on a pro-rated basis in accordance with Article C.2 Seniority.

5. Part-time teachers may also provide teacher teaching on call service in the District. Payment for the teacher teaching on call service shall be at the teacher teaching on call rate of pay pursuant to Article B.2 Teachers' Teaching On Call Pay and Benefits. When providing teacher teaching on call service the teacher shall not accrue sick leave benefits.
6. When the District requests a teacher to take a reduction in assignment and the teacher accepts such a reduction, the reduced portion shall be given as a leave of absence and that teacher shall, upon their request, return to the original full-time equivalent. Prior to any request being made, the District shall notify the ATU of the request to be made.
7. No teacher shall be required to accept a reduction in time taught.
8. A teacher requesting and receiving a reduction in assignment may request a leave of absence from the current assignment for pension purposes only. The contractual assignment is adjusted accordingly. Leave granted under this section shall not exceed twenty (20) school months.

#### **ARTICLE C.24      TEMPORARY TEACHERS' EMPLOYMENT RIGHTS**

1. Teachers who have been employed by the Board on temporary contracts shall be eligible for further available contracts, provided their performance is satisfactory.
2. Temporary teachers shall be offered continuing contracts no later than the completion of ten (10) school months of continuous service within the District.
3. Temporary teachers employed in the District on the last teaching day of June of any year shall be subject to Article E.27 Job Postings, until September 30 of the succeeding year.

#### **ARTICLE C.25      TEACHERS' TEACHING ON CALL EMPLOYMENT RIGHTS**

1. The Board shall maintain a list of teachers selected to relieve in a temporary or continuing position on a day to day basis. The Board shall forward a copy of this list to the ATU by October 15, January 31, and May 31 each year.
2. The Board may add or delete names on the teacher teaching on call list throughout the year. The Board shall not remove the name of a teacher from the teacher teaching on call list for arbitrary or discriminatory reasons. The ATU will be informed of any teacher removed from the list.
3. Notwithstanding Article C.25.2, the Board may remove a teacher teaching on call from the teacher teaching on call list:
  - a. if the teacher teaching on call has not worked within the District in three (3) months;
  - b. if the teacher teaching on call is called and refuses three (3) consecutive assignments for which they are qualified.
  - c. The Board will not remove a teacher teaching on call from the teacher teaching on call list in accordance with Article C.25.3 provided the teacher teaching on call has advised the Board in advance, in writing, that they are not available.

4. Teachers teaching on call shall be entitled to the same opportunities to participate in District based staff development programs as other teachers.
5. When hiring, the Board will give consideration to teachers on the teacher teaching on call list according to Article E.27 Job Postings.
6. Teachers teaching on call shall be entitled to apply for funds from the ATU's Professional Development Fund according to the policies of that fund.
7. A candidate for the teacher teaching on call list must declare their areas of teaching preference and qualification during the interview process.
8. Where the Board reasonably expects a teacher to be absent for more than twenty (20) days, the vacancy shall be filled by appointment to a temporary contract. When a teacher teaching on call completes twenty (20) days continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.
  - a. When a teacher teaching on call completes twenty (20) days continuous teaching on the same assignment and they are in receipt of a temporary contract retroactively to the commencement of the assignment, pursuant to Article C.25.8, this is done for the purpose of salary administration. For the purpose of health related benefits entitlement, these benefits are available effective from the 21st day and not retroactively to the commencement of the assignment.
9. Normally the teacher teaching on call initially assigned to a class where the teacher is absent for an indefinite time shall continue the assignment until the absent teacher returns.
10. An illness of short duration (one [1] day or less) of a teacher teaching on call or Professional Development Day(s) shall not constitute a disruption of a period of continuous substitution.

## **ARTICLE C.26      UNCERTIFIED TEACHERS TEACHING ON CALL**

1. An uncertified teacher teaching on call is defined as an employee who does not possess a current certificate of qualifications as issued by the Teacher Regulation Branch, and who works on a day to day basis.
2. Uncertified teachers teaching on call shall not be included on the Teacher Teaching on Call list pursuant to Article C.25.1.
3. The Board shall forward the names of the uncertified teachers teaching on call to the ATU by October 15, January 31 and May 31 each year.

## 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 parties agree to the following class size limits:

Intermediate (grades 4-10)	30 students
Graduation (grades 11-12)	30 students
Primary Splits	25 students
Primary/Intermediate Splits	25 students
Intermediate Splits	28 students
Special (EMH/TMH)	10 students
Multi-Grade Splits (Grade 7 to 12)	28 students

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

*[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). ]*

- In a multi-grade elementary group, the lower class size limits shall apply.
- The Board shall staff for the limits in D.1.1 of this article.
- Notwithstanding the maximum limits established in D.1.1 of this article, where the board has made best efforts, class size limits may be exceeded by no more than two (2) after September 30<sup>th</sup>.
- Each teacher will complete a Class Size Report Form no later than October 15th, with a copy to the Association. The form will be developed jointly by the Board and the Union.
- Band, Choir, P. E. and other specialized teachers may exceed class size limits where the teacher has so requested.
- The number of students in a laboratory or shop shall not exceed the number which can be accommodated safely.



8. In emergency situations an Administrative Officer may assign a student to a classroom on an interim basis for a maximum of ten (10) school days where, in the opinion of the Administrative Officer, no other immediate practical alternative exists. Wherever possible, the teacher shall be given one (1) day's notice of any emergency placement.
9. By October 1 each year, each school will seek solutions at the school level in an effort to balance classes in accordance with D.1.1 of this article.

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

No provincial language.

Local language:

1. Definitions: for the purposes of this article, students with special needs shall include:
  - a. Low Incidence Categories:
    - dependent handicapped
    - moderately mentally handicapped
    - severely handicapped
    - physically handicapped
    - visually impaired
    - hearing impaired
    - autistic
  - b. High Incidence Categories:
    - severe learning disabled
    - mildly mentally handicapped
    - severe behaviour
    - rehabilitation
  - c. Other Students with Special Needs:
    - Students entering the District at Kindergarten (Primary 1) or from another district, who have been previously identified as students with special needs
    - Students transferring from another school in the District who have previously been identified as students with special needs.
2. The identification of special needs students shall be made by the District Screening Committee, in consultation with the Assistant Superintendent of Student Services.
3. School Based Team
  - a. For the purposes of this article, the School Based Team shall include:
    - i. the school Administrative Officer,
    - ii. the school learning assistance teacher,
    - iii. a classroom teacher selected by the staff, and

- iv. the potential receiving teacher/s, and, where applicable,
  - v. appropriate District professional personnel, and may include the parent/s and/or student involved.
4. Prior to the integration of a special needs student into a regular classroom, the School Based Team shall meet and make written recommendations to the Assistant Superintendent of Student Services on the following:
    - a. relevant educational, medical and safety needs;
    - b. the educational program, including placement;
    - c. training considered necessary by the School Based Team;
    - d. appropriate facilities and/or equipment;
    - e. the amount of teacher assistant time needed;
    - f. the amount of release time required for consultation;
    - g. resources, curricula and/or materials modification which may be required;
    - h. procedures, including timeliness, for review of the placement;
    - i. the receptiveness of the teacher/s who will be directly affected.
  5. Following the receipt of these written recommendations, the Assistant Superintendent of Student Services will make all reasonable efforts to satisfy each recommendation and respond, in writing, to the School Based Team.
    - a. Following the receipt of the response of the Assistant Superintendent of Student Services, the School Based Team will meet to determine if the Team will continue to support the integration request.
    - b. The placement of a special needs student into a regular educational program will be made only with the mutual agreement of the School Based Team and the Assistant Superintendent of Student Services.
  6. Notwithstanding Article D.2.5.b, an Administrative Officer and/or the Assistant Superintendent of Student Services may place a special needs student in a regular educational program on an emergency basis for a maximum of twenty (20) teaching days. The Administrative Officer shall consult with the School Based Team as soon as is practicable.
  7. The receiving teacher has the right to be involved in the development of the Individual Educational Plan (IEP) for the student with special needs who is included in his/her classroom. There shall be no requirement for the receiving teacher to be responsible for the development of the IEP.
  8. A maximum of three (3) students with special needs (other than Gifted) may be included in a single class.

9. At the request of the receiving teacher, 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.

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

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

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

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:316 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:57.9 ESL/ELL students	Former LOU No. 5 (2000)

**ARTICLE D.4 PREPARATION TIME**

[Also see Article D.23 Hours of Work.]

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.

**ARTICLE D.5 MIDDLE SCHOOLS**

PCA Article D.5.1 through D.5.5 does not apply in School District No. 34 (Abbotsford)

6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

[See also Local Memorandum of Agreement No. 3 Re: Mid Contract Modifications/Middle School Reconfiguration]

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

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and
  - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

**ARTICLE D.20 INTENTIONALLY LEFT BLANK/REMOVED BY LEGISLATION**

**ARTICLE D.21 INTENTIONALLY LEFT BLANK/REMOVED BY LEGISLATION**

**ARTICLE D.22 INTENTIONALLY LEFT BLANK/REMOVED BY LEGISLATION**

**ARTICLE D.23 HOURS OF WORK**

1. No elementary teacher shall be required to offer instruction for more than four (4) hours and forty-five (45) minutes per day, and may not exceed twenty-three (23) hours and forty-five (45) minutes per five (5) day week, including preparation time and excluding a daily recess of not less than fifteen (15) minutes. No secondary teacher shall be required to offer instruction for more than five (5) hours and nine (9) minutes per day, and may not exceed twenty-five (25) hours and forty-five (45) minutes per five (5) day week, including homeroom and preparation time.
2. Full time secondary teachers shall be entitled to twelve and one-half per cent (12.5%) of total instructional time for purposes of preparation.
3. Full-time elementary teachers shall be entitled to one hundred and ten (110) minutes per week for purposes of preparation, this preparation time will be in a minimum of twenty-five (25) minute blocks with no more than one (1) block of less than twenty-five (25) minutes.
4. Preparation time of part-time teachers of three-eighths (0.375) FTE or more shall be pro-rated.
5. A teacher's instructional assignment shall be defined as time during the instructional week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities, including study periods.
6. School starting hours shall be between 0800h and 0930h (8:00 a.m. and 9:30 a.m.) and shall be continuous for no more than six (6) hours and thirty (30) minutes secondary, or six (6) hours elementary, or other such arrangements as agreed between the parties. With the agreement of the teacher, instruction in some specialized programs may have a different starting time but the teacher shall, in any case, work on a continuous basis as per Article D.23.1. The instructional assignment of such teachers shall be within six (6) continuous hours for elementary and seven (7) continuous hours for secondary.
7. Each teacher shall be allowed the uninterrupted time for lunch during the school's regularly scheduled lunch break. The school's lunch break shall be a minimum one-half hour (0.5h).

**ARTICLE D.24 SUPERVISION DUTIES**

1. No teacher shall be required to perform any duties during the school's regularly scheduled noon intermission.
2. No teacher shall be required to perform more than twenty-five (25) minutes of supervision per week.

3. As a result of the implementation of this article, the scheduled blocks of supervision duties shall not be increased.
4. In the application of Article D.24.2, the staff of each school, including the Administrative Officer, shall agree on the required supervisory duties and shall ensure that such required duties are assigned in an equitable manner.

## **ARTICLE D.25      REGULAR WORK YEAR**

1. Pursuant to the Standard School Calendar established by legislation and regulation (Appendix A):
  - a. the regular work year shall be scheduled from and include the Tuesday after Labour Day to the last Friday in June of the following year, except if the last Friday in June falls on or before June 25 the last work day of the year will be June 30. Work days shall not include Saturday or Sunday. The regular work year consists of days on which instruction is offered to students, professional development days, administrative days and non-instructional days.
  - b. Teachers shall be entitled to all statutory holidays, Winter Break and Spring Break.
  - c. The first day of Winter Break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Saturday or Sunday then school shall reopen the following Tuesday.
  - d. The first day of Spring Break shall be the third Monday in March. School shall reopen on 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.
2. The regular work year for teachers shall include:
  - a. no fewer than five (5) non-instructional days for professional development according to guidelines developed by the committee established pursuant to Article F.20.4 Professional Development Funding.
  - b. two (2) half days for administrative purposes;
  - c. two (2) half days for parent/teacher interviews;
  - d. on the first day of school students shall be in attendance for up to one-half (1/2) day.
  - e. The Board shall shorten no fewer than four (4) school days of a school by not more than one (1) hour for the purpose of facilitating parent/teacher interviews related to student progress.
  - f. One (1) day for year-end administrative duties on the last work day of the work year. Students will not be in attendance.
3. Nothing in this article shall prevent the Board from offering, or a teacher from accepting, a fixed-sum contract for a specific project provided the ATU receives prior notice of all such projects and the project does not consist of or include work of a kind that would normally be performed by a teacher.

4. For the purpose of introducing Primary 1 (Kindergarten) students to school, teachers of Primary 1 (Kindergarten) in consultation with the Administrative Officer, shall be entitled to design and implement a gradual entry program involving altered hours and the phasing in of small groups of children for the first five (5) days after the opening of school.
5. No teacher shall suffer loss of pay in the event of a Board ordered closure of a work site.
  - a. In the event that student attendance is cancelled and the schools are open, every reasonable attempt will be made by the teacher to attend their school. If any teacher cannot attend they will inform their supervising Administrative Officer. Failure of the teacher to inform their supervising Administrative Officer may result in the loss of a day's pay or portion thereof.
6. Should the Board wish to implement a local school calendar that differs in dates from the Standard School Calendar, that local school calendar shall be negotiated with the ATU's negotiating team and ratified by the ATU . The local school calendar shall be consistent with all other terms and conditions of the collective agreement other than dates for days of work.

## **ARTICLE D.26      EXTRA-CURRICULAR ACTIVITIES**

1. The Board and the ATU recognize that participation in extra-curricular activities is of value.
2. Extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
3. The Board agrees that all extra-curricular activities are voluntary.
4. While involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board for purposes of liability of the Board and coverage by the Board's insurance.
5. Extra-curricular activities shall not form any part of a job description or posting.

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

1. The purpose of staff meetings is to facilitate the administration and enhance the operation of the school.
2. Teachers are expected to attend staff meetings unless prior approval for absence has been granted by the Administrative Officer. Part-time and itinerant teachers shall attend staff meetings when the staff meeting is contiguous to their hours of work.
3. Teachers may submit items to the Administrative Officer which will be placed on the agenda of staff meetings. A copy of this agenda shall be given to each teacher.
4. At least three (3) school days' notice of regular staff meetings shall be given, including a preliminary agenda. Notice may be waived for short emergency meetings. The Administrative Officer will arrange the agenda in order of priority. The Administrative Officer will make all reasonable efforts to restrict the frequency and length of staff meetings.
5. Staff meetings will not be longer than one hour and forty-five minutes (105 min.) from dismissal of regular classes, nor held during recess or lunch break unless of an emergency nature. With majority consent, staff meetings may continue on a voluntary basis.
6. A teacher shall not be required to act as recording secretary. Written minutes shall be kept and circulated to all staff members.
7. It is the teacher's responsibility to be apprised of the staff meeting agenda and the decisions made at the meeting.

## **ARTICLE D.28      ADJUSTMENT PLAN: SECTION 54 (BILL 84)**

1. If the Board introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions, or security of employment of a significant number of employees to whom this agreement applies, such change shall be introduced after an adjustment plan has been negotiated pursuant to Section 54 of the *Labour Relations Code* (Bill 84).
2. If no agreement is reached on an adjustment plan pursuant to Section 54 within thirty (30) calendar days of direct negotiations, the matter shall be referred to expedited arbitration, in



accordance with Article A.38, or mediation/arbitration pursuant to Section 105-Consensual Mediation-Arbitration.

## **ARTICLE D.29 HEALTH AND SAFETY**

1. A District Health and Safety Committee shall be established by the Board.
2. The committee shall have joint representation with equal numbers of ATU and Board representatives.
  - a. The committee shall include no fewer than two (2) members, chosen by and representing the ATU.
3. The committee shall be responsible for:
  - a. promoting organizational health, wellness and employee safety,
  - b. monitoring the District's health and safety trends and recommending improved practices,
  - c. considering recommendations and proposing implementation where warranted.
4. Committee minutes shall be forwarded promptly to the ATU. Recommendations of the District Health & Safety Committee shall be prioritized and forwarded to the Secretary-Treasurer. The Secretary-Treasurer shall, as much as reasonably possible, endeavour to implement the Committee's priority recommendations.
5. A Health and Safety sub-committee shall be established at each work site which shall determine that regular inspections are carried out and the Health and Safety requirements of all Acts are complied with.
6. The Board shall endeavour to eliminate or reduce specific problems which could endanger the health and safety of the occupants of a school facility when recommended by the Health and Safety Committee.
7. Teachers shall bring forward issues of health and safety to the school Principal; and if unresolved then to the school based Health & Safety Committee; and if still unresolved to the District Health & Safety Committee.

## **ARTICLE D.30 STUDENT MEDICATION PROCEDURES**

1. Every teacher has a duty to render assistance in an emergency.
2. The responsible Administrative Officer shall make arrangements for the administration of medication to students.
3. No teacher shall be required to administer medication on a regular or predictable basis.

### **ARTICLE D.31      TEACHER TEACHING ON CALL DUTIES**

1.      The TTOC shall be required to perform only the duties of the teacher they are replacing.

### **ARTICLE D.32      BEGINNING TEACHER**

1.      In determining the teaching assignment of a beginning teacher the Administrative Officer, in consultation with the staff, shall consider the following:
  - the instructional assignment;
  - class demands;
  - mentor support;
  - orientation.

### **ARTICLE D.33      HOME EDUCATION**

1.      To meet its statutory requirements in respect to home education of students, the Board shall:
  - a.      constitute the services as a discrete part of the teaching assignment of a member of the Union or an Administrative Officer, and
  - b.      provide the additional resources necessitated by the increased teaching assignment.

### **ARTICLE D.34      STUDENT REPORTING PERIODS**

1.      The Board and the ATU agree that there shall be five (5) student reports. At least three (3) shall be formal written reports.
2.      Informal reports regarding student progress shall include documented parent/teacher conferences or, where the parent is not available, a documented telephone call, or written interim reports.

## **SECTION E PERSONNEL PRACTICES**

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

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

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

#### **1. General**

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

#### **2. Definitions**

- a. Harassment includes:
  - i. sexual harassment; or

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

### **3. Resolution Procedure**

a. Step 1

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

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

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

c. Step 3

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

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

**4. Remedies**

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - i. reinstatement of sick leave used as a result of the harassment;
  - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
  - iv. recovery of other losses and/or remedies which are directly related to the harassment.

- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

## **5. Informal Resolution Outcomes**

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

## **6. Training**

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

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

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

#### **Local Provisions:**

- 7. There will be no discrimination and/or harassment against any member of the ATU because they are participating in the activities of the ATU or carrying out duties as a representative of the ATU.

#### **ARTICLE E.20 AN OFFER OF APPOINTMENT TO THE DISTRICT**

- 1. An applicant for appointment who is a member of the ATU shall be entitled to rely on a representation of the Superintendent, Deputy Superintendent, an Assistant Superintendent, Director of Instruction, or Superintendent of Schools/CEO that an offer of an appointment has been made, or that an appointment has been made, or with respect to the terms of such offer or appointment.
- 2. The Board shall confirm an offer of appointment to the District in writing, or by FAX within twenty four (24) hours, giving details of the proposed position.
- 3. An offer of appointment to the District shall be deemed to have been accepted when the acceptance has been mailed or sent by FAX to the Board.
- 4. Where an offer of appointment has been accepted it shall be subsequently honoured by both parties.

5. The Board may report to the Commissioner for Teacher Regulation any person who fails to abide by this provision unless that person gives proper notice of resignation prior to the commencement date of employment.

## **ARTICLE E.21      ASSIGNMENT WITHIN A SCHOOL**

1. Assignment within a school shall be based on the qualifications, training, experience, equitable distribution of workload, and personal preference of the teacher, and shall not be used for disciplinary purposes.

## **ARTICLE E.22      EVALUATION OF TEACHERS**

1. All reports on the work of a teacher shall be in writing.
2. At least ten (10) working days prior to commencing observations, unless otherwise requested by the teacher, the evaluator shall meet with the teacher and seek agreement on the purposes of the evaluation, the time-span and schedule of observations, and the criteria and standards to be applied. The criteria shall be in writing and shall be consistent with those generally accepted by the teaching profession.
3. No criteria shall be applied which relate to aspects of the teaching/learning situation over which the teacher does not have both responsibility and control.
4. Each report shall be based on not less than three (3) nor more than six (6) formal observations which reflect the teacher's assignment unless otherwise requested by the teacher.
5. Involvement or non-involvement in extra-curricular activities, participation in Union activities, or matters not directly related to teaching duties are outside the scope of evaluating and reporting on the work of a teacher.
6. Periods chosen for observation shall be during normal periods of the school year, and the teacher shall have the opportunity to select one-half (1/2) of the observation times.
7. Following each observation and prior to subsequent observation, the evaluator shall discuss with the teacher their observations and impressions. Such observations shall further be provided to the teacher in the form of a written anecdotal statement within five (5) working days.
8. Reports shall be prepared only by the Superintendent, Assistant Superintendent, a Director of Instruction, or an Administrative Officer of the school to which the teacher is assigned, or a designated Administrative Officer.
  - a. Notwithstanding Article E.22.8, should a teacher request an evaluation by an Administrative Officer other than listed above, the request shall not be unreasonably denied. Such request must be submitted to the Superintendent prior to the commencement of the evaluation.
9. The content of a teaching report shall be specific objective descriptions of teaching performance.



10. In the event of a less than satisfactory report, a plan of assistance shall be made available to the teacher by the Board. The plan of assistance shall be completed before another evaluation is initiated.
11. The teacher shall be given a draft copy of a report at least forty-eight (48) hours prior to preparation of the final copy. They shall have the opportunity of meeting with the evaluator in the company of a third person to discuss the draft. The evaluator shall make every effort to ensure accuracy and to reach agreement on the report with the teacher prior to filing the final report.
12. The final report shall be filed only in the teacher's personnel file at the School Board Office. A copy shall be given to the teacher at the time of filing.
13. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.
14. Subject to Article C.22 Process Leading to Dismissal, a report on a teacher shall not be written more than once every three (3) years.
15. The evaluation will conclude with a summative statement using either the term "satisfactory" or "less than satisfactory".

## **ARTICLE E.23 EVALUATION OF TEACHERS TEACHING ON CALL AND TEMPORARY TEACHERS**

The following is the procedure established under Article E.28.4.

### **1. General Provisions**

- a. Completion of the process established in this Article shall constitute a recommendation in accordance with Article E.28.4.
- b. In the event the process established in this Article is not commenced and completed within the prescribed time period, the teacher will be deemed to have received the recommendation in accordance with Article E.28.4, allowing the teacher to have the same consideration as a teacher holding a continuing contract when posting for a position.
- c. The report will conclude with a summative statement using either the term "satisfactory" or "less than satisfactory".
- d. The procedure established in this Article will be brought to the attention of teachers teaching on call and temporary contract teachers at the time of orientation.
- e. It shall be the responsibility of the Teacher Teaching On Call or temporary contract teacher to inform the Board and the ATU in writing, of their recommendation in accordance with this Article.

### **2. Procedure: Teacher Teaching On Call**

- a. An Administrative Officer or Teacher Teaching On Call may initiate the process in accordance with this Article by giving twenty four (24) hours notice.

- b. Two (2) Evaluation for Job Posting forms, hereinafter referred to as the “evaluation form”, deemed “satisfactory” within a ten (10) month period shall constitute a recommendation for the same consideration for a posted position as a teacher holding a continuing contract in accordance with Article E.27, hereinafter referred to as “the recommendation”.
- c. The two (2) evaluation forms shall be completed by different evaluators.
- d. Where a Teacher Teaching On Call receives the recommendation, such recommendation will be effective for fifteen (15) teaching months upon receipt of the written notice by the Board and the ATU.
- e. An evaluation form will be completed after three (3) consecutive days in the assignment.

### **3. Procedure: Temporary Contract Teachers**

- a. A teacher who signs a temporary contract for a period greater than sixty (60) consecutive teaching days will be evaluated using the process detailed in Article E.22 Evaluation of Teachers. A satisfactory evaluation constitutes a recommendation, in accordance with Article E.28.4.
  - i. A teacher who signs a temporary contract for a period of sixty (60) consecutive teaching days or less will be evaluated as a Teacher Teaching On Call.
  - ii. The first evaluation form will be completed after three (3) days in the assignment;
  - iii. The second evaluation form, completed by a second evaluator, is to be completed prior to the termination of the temporary contract.
- b. A Teacher Teaching On Call whose assignment will be extended to reach twenty (20) consecutive teaching days in that assignment will receive two (2) evaluations prior to the completion of the twenty (20) consecutive teaching day period, unless the assignment has been extended beyond the twenty (20) consecutive teaching day period.

## **ARTICLE E.24 ACCESS TO PERSONNEL FILE**

- 1. The Board recognizes that all teachers’ personnel files are confidential. Access must be limited and security assured.
- 2. A teacher may, upon written application to the Human Resources Department, have access to and review their personnel file. The file will be made available at a time convenient to the Human Resources Department, outside of the teacher’s normal work hours, however, a teacher shall be granted access before seven (7) calendar days have expired.
- 3. There shall be only one (1) personnel file for each teacher, maintained at the District Office.
- 4. A Human Resources staff member shall be present when a teacher reviews their file. A teacher may be accompanied by an individual of their choice.

5. The Board agrees that only factual information and material relevant to the employment of the teacher shall be maintained in the personnel file. Adverse material in the file will be copied to the teacher at the time of filing. The teacher shall have the opportunity to file any comments.
6. Where adverse material other than an evaluation report is placed in the teacher's personnel file, the teacher may elect to have the material removed two (2) years after the filing provided that no further material of that nature has been subsequently filed.

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

1. Where a pupil and/or parent/guardian files an appeal under the *School Act* (Section 11) and Board By-law concerning a decision of a teacher, or in connection with or affecting such a teacher:
  - a. the teacher and the ATU shall be notified of the appeal as soon as is practicable, and shall be entitled to receive all documents relating to the appeal;
  - b. the teacher may be requested and 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 ATU; and
  - c. the teacher shall have the opportunity to provide a written reply to any allegations in the appeal.
2. In all cases, the appellant shall first discuss the matter with the teacher.

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

1. When a teacher has been falsely accused of child abuse or sexual misconduct, the Board will assist the teacher by:
  - a. working with the teacher to develop a plan which facilitates a smooth return to the teaching program;
  - b. providing additional funding to the Employee Assistance Program to ensure availability of counselling assistance to the teacher;
  - c. providing, upon request by the teacher, available factual information to parents and students.

## **ARTICLE E.27      *JOB POSTINGS***

1. The Board and the ATU agree that it is in their mutual best interest to ensure that the educational services provided to children by teachers:
  - a. are appropriate to the qualifications, preference of the teacher and the suitability of the teacher in the particular assignment, and
  - b. provide for a reasonable degree of continuity and stability within the educational environment and teaching assignment.

2. In this article, vacancy means an existing or newly created teaching position/assignment which the School District intends to fill and to which a teacher is not assigned.
3. The Board shall post each vacancy on the School District website and in each school. At the same time, the posting shall be sent to the ATU. The posting shall include, in conformity with this agreement, a statement of the qualifications required for the position, the duties to be performed and the date on which the appointment is to commence.
  - a. The position shall remain open at least three (3) school days following receipt of the posting with the exception of postings in July and August which shall remain open for at least seven (7) calendar days.
  - b. Should a temporary vacancy of .2 FTE or less arise during the school year following September 15 that is not filled through the recall process outlined in Article C.5 Layoff, Recall and Severance, it may first be posted within the school where the vacancy exists as outlined above and prior to being posted for all members. The position will be filled on a temporary basis for the remainder of the school year. Selection of the candidate for positions posted in this manner will be filled as outlined in Article E.28 Filling Vacant Positions.

## **ARTICLE E.28 FILLING VACANT POSITIONS**

1. The Board shall fill vacancies in the following priority, provided that the teacher has the necessary qualifications to perform the duties of the vacant position:
  - a. teachers returning from a leave of absence,
  - b. teachers on the recall list pursuant to Article C.5.3.a (LAYOFF, RECALL AND SEVERANCE),
  - c. transfers of assignment pursuant to Article E.29 (BOARD INITIATED TRANSFERS),
  - d. teachers posting to a position pursuant to this Agreement,
  - e. teachers teaching on call other than those who qualify under Article E.28.4, and new appointees.
2. Selection of the candidate to fill the position, subject to the provisions of this agreement, shall be made on the basis of the candidate best meeting the qualifications required for the particular assignment. Where qualifications and professional experience are equal, the teacher with the greatest seniority as determined by Article C.2 Seniority, shall be appointed.
  - a. Necessary qualifications shall be defined as the academic training, experience, skills, and abilities necessary to assume the duties and responsibilities of the position. Determination of qualifications may include an examination of written reports and references.
  - b. The Board shall post semi-monthly, in the School Board Office, a list of positions filled. At the same time the list of filled positions will be forwarded to the ATU and each school.
3. The successful candidate for a continuing position shall not be eligible for any further posting until one (1) school years have passed.

4. Teacher teaching on call and temporary contract teachers will be given the same consideration for positions posted in accordance with this Agreement as a teacher holding a continuing contract provided:
  - a. the applicant's most recent performance evaluation/s, in accordance with Article E.23, constitutes a recommendation that they be given the same consideration for posted positions as a teacher holding a continuing contract; or
  - b. the applicant held a continuing appointment with the District in the twenty (20) teaching months immediately preceding their application and where the most recent teaching report was not evaluated as less than satisfactory.
5. If there are no qualified applicants, in accordance with these procedures, the Board will hire a new teacher.
6. Notwithstanding Article E.28.4, in years where the District is opening a new school/s, continuing contract teachers and teachers with a temporary contract of ten (10) continuous months shall be given priority over other temporary contract teachers and teachers teaching on call in filling vacant positions.

## **ARTICLE E.29 BOARD INITIATED TRANSFERS**

1. The Board may transfer a teacher for:
  - a. fair and reasonable educational reasons; or
  - b. reasons of program or course elimination; or
  - c. reasons of enrollment decline.
2. A Board official intending to recommend a transfer shall:
  - a. give consideration to the teacher's qualifications, teaching preferences and, wherever possible, obtain the teacher's agreement to the transfer;
  - b. meet with the teacher prior to the recommendation being placed before the Board. At this meeting, the nature of the proposed transfer and the reasons for it shall be communicated to the teacher and the ATU.
  - c. advise the teacher recommended for transfer of the purpose for the meeting outlined in Article E.29.2.b and advise that teacher of their right to representation by the ATU.
3. When the decision to transfer a teacher has been made, the transferred teacher shall be notified, in writing, of the decision and the reasons for it. A copy will be forwarded to the ATU.
4. Transfers initiated by the Board shall be completed no later than May 15 in a school year save when they are necessitated by circumstances not reasonably known to the Board by April 30 in such year.
5. **Enrolment Decline**
  - a. When a teacher must be transferred due to declining enrolment, the teacher(s) on the school staff with the least seniority in the District will be designated for transfer unless a

more senior teacher agrees to be transferred and provided that the teachers retained on staff have the necessary qualifications for the positions available.

6. The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area, only if:
  - a. there remain no vacancies in the teacher's existing grade level or subject area for which the teacher has the necessary qualifications;
  - b. the teacher has the least District-wide seniority among teachers in the teacher's existing grade level or subject area;
  - c. the Board provides adequate support and in-service release time to ensure professional re-training commensurate with the degree of change of assignment;
  - d. the teacher is offered priority in future vacancies in the teacher's existing grade level or subject area, second only to teachers entitled to priority under Article E.28 Filling Vacant Positions.
7. A teacher who is transferred for reasons of projected program or course elimination or enrolment decline, shall have the opportunity to return to the position previously held in the event that the projected factors do not actually materialize.
8. The parties agree that should problems arise that are not resolvable by the application of Article E.29 Board Initiated Transfers, the Superintendent and the President of the ATU shall meet forthwith to negotiate in good faith an arrangement which will achieve the intent of the agreement.
9. Employees who hold comparable positions may request in writing to the Board to exchange positions for a specified period:
  - a) Elementary or middle school not less than one year and
  - b) Secondary school not less than one term or semester.

Requests must be received by March 15 of the year preceding the leave request. The Board may approve the request. Should the request be denied, reasons in writing for the denial will be provided to the employee and to the ATU at the time of the denial.

## **ARTICLE E.30      JOB SHARING**

1. Two employees, with continuing status, may request permission to share a position equal to one full-time (1.0 FTE) position.
2. The job-sharing request shall be submitted by March 15
3. The Board may approve the request. Should the request be denied, reasons in writing will be provided to the employees and to the ATU.
4. Salary shall be pro-rated according to the percentage of time worked by each employee.
5. The Board will pay for benefits contributions in accordance with Article B.11

6. Each employee is considered for all other purposes to be on leave of absence with respect to the time not worked, pursuant to Article C.23 Part-Time Teachers' Employment Rights.
7. The job-sharing assignment will commence the first day of school and run for a complete school year. Annually the employees may request the job sharing assignment be renewed by March 15 preceding the effective school year of the job-sharing assignment.
8. While the language found in Article D.27 remains, teachers sharing a position are encouraged to participate in staff meetings, and in non-instructional days, regardless of scheduled teaching days. Teachers in a job share will have the same rights and responsibilities for parent conferences as all other teachers.
9. The teachers shall make efforts to provide coverage during short term leaves. When one of the employees agrees to work due to the temporary absence or illness of the other employee, that employee shall receive payment at full-scale placement for percentage of time worked.
10. Employees wishing to terminate job sharing shall do so only at the end of the school year. If one employee is unable to continue to the end of the school year then the other may:
  - a. volunteer to take over the full position until the end of the current school year, or
  - b. the vacant position shall be filled as per Article E.28.1
11. Upon completion of a job-sharing assignment, unless it is renewed pursuant to Article E.30.7 above, the employee shall be entitled to return to the percentage assignment time held prior to the shared assignment, pursuant to Article E.28 Filling Vacant Positions.
  - a. Where possible, the employees shall return to the positions held previously within the school(s)
  - b. In instances where adjustments to the school(s) have been made, the employee with the most seniority shall be given first right to refusal of the former shared position. Thereafter, the employee shall be placed in accordance with Article E.28.1.a. teachers returning from leave of absence.

## **SECTION F      PROFESSIONAL RIGHTS**

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

1. The Board shall pay to the ATU 0.5% of annual teachers' payroll calculated as of September 30 each year, to be distributed not later than October 20 of each year, in support of professional development activities for its members.
2. The ATU shall provide the Board an annual report of professional development activities and expenditures by October 31 of each year giving an audited accounting of disbursements from the fund.
3. Funds will be allocated in the following areas:
  - School Based
  - Local Specialist Associations
  - District-Wide Day
  - Administrative Costs
4. The allocation and administration of the fund will be determined by the ATU's Professional Development Committee, in consultation with the Board.
5. Professional Development Fund: Credit/Non-Credit Course Funding
  - a. The Board shall provide annual funding of \$20 per teacher as of September 30 in each year to defray the legitimate teacher expenditures in maintaining and up-grading specialist's qualifications or for taking courses for credit or non-credit.
  - b. The fund established pursuant to Article F.20.5.a will be administered by the ATU.

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

1. When new curriculum is being introduced to the School District, in accordance with Article D.28 Adjustment Plan, the Superintendent or designate shall strike a District committee involving personnel who will be directly affected by the implementation of such curricula, to consider and make recommendations to the Superintendent on the following:
2. **Time Considerations**
  - a. The time necessary for the entire implementation process.
  - b. The time necessary for teachers who are expected to implement the new curriculum to:
    - i. become familiar with the new content, materials and skills;
    - ii. provide the transition between the old curriculum and the new curriculum;
    - iii. develop necessary supplemental material.



**3. Materials**

- a. Identification of materials required.

**4. Funding**

- a. In-service and/or re-training needs;
- b. materials required;
- c. resource people;
- d. release time for teachers.

**ARTICLE F.22 TEACHER PROFESSIONALISM**

- 1. The Board recognizes and respects the professionalism of teachers covered under this collective agreement. Teachers have the professional right and the professional responsibility to determine the planning, presentation and methods of instruction for their classes within the following criteria:
  - a. teaching methods shall be consistent with recognized educational practices;
  - b. prescribed provincially and locally developed curriculum shall be followed;
  - c. resources used shall be consistent with prescribed and authorized materials.

**ARTICLE F.23 SCHOOL ACCREDITATION**

- 1. The School Accreditation/Assessment Steering Committee, a committee chosen by the school staff, and the supervising Administrative Officer shall consider and make recommendations in respect of the accreditation process. Such recommendations may include, but are not limited to the following:
  - the decision to undertake and proceed with the elementary assessment process;
  - the purpose, goals and objectives of the accreditation/assessment process;
  - the instruments to be used;
  - the composition and function of the external team;
  - the frequency of the elementary assessment process;
  - the release of the accreditation/assessment findings;
  - implementation of the recommendations contained in the accreditation/ assessment report;
  - additional funds and resources required to complete the accreditation/ assessment process beyond those targeted by the Ministry.
- 2. The Board shall ensure that all funds and resources available from the Ministry in support of the accreditation/assessment process shall be dedicated to that process.

## **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.

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

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

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

1. For the purposes of this article “family member” means:
  - a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
    - iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
  - b. in relation to an employee's spouse:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

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

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

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

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

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

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

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

1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee's immediate family. **[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.
  3. In addition to leave provided in Article G.4.1 and G.4.2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 "family member" means:
    - a. in relation to an employee:
      - i. a member of an employee's immediate family;
      - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
    - b. in relation to an employee's spouse or common-law partner or same-sex partner:
      - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
    - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
  4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

### **Local Provisions:**

5. When the physical arrangements for the funeral cannot be arranged under Article G.4.1, or where applicable Article G.4.2, the Superintendent or designate shall grant:
  - a. additional days with pay, the teacher paying the cost of the teacher teaching on call, for travel or for the purposes of settlement of the estate.

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

1. a. An employee shall be entitled to a minimum of three (3) days of unpaid discretionary leave each year.

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

*Implementation:*

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

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

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Article G.6.1.a and Articles G.6.2 through G.6.8 do not apply in School District No. 34 (Abbotsford).]

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

Elected union officer release

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

**Local Provisions**

- 11. The Board will continue to pay these teachers their salary and to provide the relevant medical/insurance benefits package as specified in the agreement. The ATU will reimburse the Board for such salary and benefit costs.
- 12. For purposes of pension, experience and seniority, these teachers shall be deemed to be in the full employ of the Board.
- 13. In the event of absence or expected absence due to illness or disability in excess of twenty (20) teaching days, and the elected or appointed staff person is unable to fulfill their duties, at the

request of the ATU the Board shall provide a substitute teacher, at the ATU's expense, to permit another ATU member to assume their duties.

#### Release Time for ATU, BCTF, Teacher Regulation Branch, CTF and WCOTP Business

14. A teacher covered by this agreement who is a member of a committee or task force of either the ATU, the BCTF, the Teacher Regulation Branch (hereinafter referred to as the "TRB"), the Canadian Teachers Federation (hereinafter referred to as the "CTF"), or the World Confederation of Organizations of the Teaching Profession (hereinafter referred to as the "WCOTP"), shall normally be entitled to release time from instructional duties to carry out the duties involved.
15. At least fifteen (15) calendar days in advance, unless unforeseen circumstances arise, a written request shall be submitted to the Superintendent, including the specific dates involved. Such release from duties shall not be unreasonably denied. This leave shall be without loss of pay and shall be granted subject to the Board being reimbursed for the cost of the substitute teacher.
16. Teachers on leave granted under Article G.6.14 recognize their prime professional responsibility is to the educational well-being of their students.

#### Leave for BCTF Officers and Members Appointed to the Staff of the Federation

17. In the event that a teacher covered by this agreement is elected to a full-time position as an officer of the BCTF, CTF, WCOTP or TRB, or is appointed on a term contract of employment to the administrative staff of the BCTF, CTF, WCOTP or TRB or is seconded thereto, leave of absence without pay shall be granted for the duration of those duties. For purposes of pension, experience, accumulated sick leave and seniority the teacher shall be deemed to be in the full employ of the Board. Any costs incurred in the provision of these benefits shall be the responsibility of the sponsoring agency. The teacher shall be entitled, on written notice at least one (1) month prior to the commencement of a school term, to return to employment with the Board effective the commencement of that term, and shall be assigned to the position held prior to the release or to a comparable position.

#### *Implementation:*

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

**[Note: See also Article G.36 Leave for Local Contract Negotiations.]**

## **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.      A continuing or temporary teacher shall accrue sick leave at the rate of one and one-half (1.5) days per calendar month in which the teacher receives remuneration from the Board, with the exception of July and August.
2.      Continuing and temporary teachers working less than full-time shall accrue and be paid sick leave on a pro-rated basis.
3.      In the event a continuing or temporary teacher should deplete their accumulated sick leave entitlement, the teacher can anticipate being able to utilize advanced sick leave credits pertaining to the remainder of that school year.
4.      Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
5.      There is no maximum to the number of days of sick leave that may be accumulated.
6.      Where the leave is for less than a day, a deduction will be made on a pro-rated basis according to the teacher's regular assignment for the day.



7. A teacher may use up to one hundred and twenty (120) days of sick leave in any one (1) school year.
8. Sick leave accumulated by each teacher prior to June 30, 1988, shall continue to be credited to that teacher.

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

#### **ARTICLE G.21 SPECIAL LEAVE**

1. Leave of absence for special reasons may be granted with full pay or with full pay and the teacher paying a standard cost of one two hundred and twenty-fifth (1/225th) of Category 4 Step 2 for a substitute teacher.
2. The teacher must apply, in writing, to the Superintendent with reasonable notice prior to the time requested by the teacher and stating the reason(s) for the request and the duration of the leave required up to a maximum of five (5) days. These leaves shall not be unreasonably denied.

#### **ARTICLE G.22 LEAVE WITHOUT PAY**

1. Leave of absence for special reasons may be granted without pay.
2. The teacher must apply in writing to the Superintendent with reasonable notice prior to the time requested by the teacher and stating the reason(s) for the request and the duration of the leave required.

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

1. A teacher, upon notifying their Administrative Officer, may utilize up to two (2) days total accumulated sick leave credits each school year in the event of the illness within their immediate family. Leave shall not be granted if a teacher has depleted their accumulated sick leave credits.
2. The teacher shall notify in writing their Administrative Officer. In the event notice cannot be given, the teacher shall advise their Administrative Officer prior to leaving the work site or prior to the commencement of the work day and shall submit confirmation of the request upon return.

#### **ARTICLE G.24 PREGNANCY/PARENTAL LEAVE**

##### **1. Pregnancy Leave**

- a. A pregnant teacher shall be granted upon request a leave of absence as provided for in Part 6 of the *Employment Standards Act*, or
- b. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester.

- c. Such requests shall be made in writing to the Superintendent or designate accompanied by a certificate from the teacher's physician estimating the date of birth. Teachers wishing extended leave must make application in accordance with the provisions of this article.

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

- a. When a pregnant teacher takes the pregnancy leave to which the teacher is entitled pursuant to the *Employment Standards Act*, the Board shall pay the teacher:
- b. ninety-five per cent (95%) of their current salary for the first two (2) weeks of the leave, and, where the teacher is eligible to receive Employment Insurance Commission (EIC) maternity benefits,
- c. the difference between ninety-five per cent (95%) of their current salary and the amount of EIC maternity benefits received by the teacher for a further fifteen (15) weeks.
- d. The Board agrees to enter into the Supplemental Employment Benefit (SEB) Plan agreement required by the *Employment Insurance Act* in respect of such maternity payment. These benefits will be payable as stipulated in the SEB plan signed by the Board and the ATU.

## **3. Parental Leave**

- a. A teacher shall be granted upon request a leave of absence as provided for in Part 6 of the *Employment Standards Act*, or
- b. for a stated continuous period of time so that the return to duty will coincide with the commencement of the following term or semester.
- c. Such leave granted under Article G.24.3 must be continuous.

## **4. Extended Parenthood Leave**

- a. A teacher granted leave under Article G.24.1 or G.24.3, who chooses not to return to work at the expiration of that leave, may apply for extended parenthood leave four (4) weeks prior to the start of a semester or term, or by May 31 in respect to leave expiring on June 30;
- b. Leave shall be granted upon request for a period of up to a maximum of twenty (20) school months as extended parenthood leave, with return to coincide with the commencement of a term or semester as identified in Article G.24.1.b;
- c. A teacher returning from extended parenthood leave shall do so at the commencement of a term or semester and shall notify the Board four (4) weeks in advance except in respect to leave expiring June 30 where notice shall be given by May 1.

## **5. Use of Sick Leave**

- a. If, at the end of the agreed upon period of leave, a teacher is unable to return to duty because of ill health, the teacher shall present the Board with an acceptable medical

certificate and shall qualify for the teacher's sick leave provisions subject to Article G.20 Sick Leave.

#### **6. Early Return and Emergency Situations**

- a. In the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may return to duty earlier than provided in the agreed upon leave to a position as designated by the Board;
- b. a teacher intending to make an earlier return to duty will submit a written application and a medical certificate twenty-one (21) calendar days in advance;
- c. in emergency situations, the teacher's application for leave will be considered on seven (7) calendar day's notice;
- d. a terminated pregnancy shall be treated as provided for in Part 6 of the *Employment Standards Act*.

#### **7. Extended Parenthood Leave Benefits**

- a. When a teacher has been granted extended parenthood leave, the Board will pay its share of all benefit premiums during the period of leave if the teacher so requests and makes suitable arrangements for the continuation of their share of the premiums.

#### **8. Adoption**

- a. In the case of adoption, parental leave shall be granted on request and shall commence up to three (3) days prior to the date of arrival of the child in the home. All the provisions of this section shall apply including all rights guaranteed under the *Employment Standards Act*. Paid leave shall be granted to either parent, or both, if both are teachers employed by the Board, for mandatory interviews or traveling time to receive the child.

#### **9. Assignment**

- a. A teacher returning from pregnancy or parental leave within a school year shall be assigned to the same position held prior to the leave;
- b. a teacher returning from extended parenthood leave shall be assigned to a reasonably comparable position within the District.
- c. These items notwithstanding, a teacher may choose to apply for another position subject to Article E.27 Job Posting.

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

1. On the birth of a child or in the case of adoption or legal guardianship, the parent may apply in writing to the Superintendent or designate and shall be granted two (2) day's paternity leave with pay.

## **ARTICLE G.26      JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS**

1. A teacher, upon written application to their respective supervisor, shall be granted a leave of absence with pay when summoned for jury duty or required to attend any legal proceedings by reason of subpoena. The written request must be received by the respective supervisor five (5) working days in advance of the leave of absence date unless such notice is impractical due to lateness of subpoena being received by the teacher.
2. Where a teacher is reasonably required to attend proceedings in connection with the interpretation or application of this agreement, the Board shall grant leave with pay.
3. A teacher, upon written application to their supervisor, shall be granted a leave of absence with pay where the private affairs of a teacher have otherwise occasioned an appearance in legal proceedings. The written request must be received by the respective supervisor five (5) working days in advance of the leave of absence date unless such notice is impractical due to lateness of subpoena being received by the teacher. The cost of a substitute teacher shall be borne by the teacher.

## **ARTICLE G.27      LEAVE FOR ELECTED OFFICE OR PUBLIC SERVICE**

1. When a teacher is nominated to contest a regional, municipal, provincial or federal election and requires leave then they shall provide a written application for leave of absence, without pay, during the election campaign. Such leave shall not be unreasonably denied.
2. Should a teacher be elected as a Member of the Legislative Assembly or Member of Parliament, they shall be granted leave of absence, without pay, until the end of the school year in which their term of office expires. The teacher shall declare their intention to either return to their teaching duties or to resign their teaching position by March 31 of this last year of the leave of absence.
3. Teachers elected or appointed to municipal or regional office or public board may, subject to the Superintendent's approval, be granted leave of absence, at no cost to the Board. This leave shall not be unreasonably denied.

## **ARTICLE G.28      GRADUATION LEAVE**

1. A teacher may apply, in writing, to the Superintendent or designate, and shall be granted leave of absence:
  - a. with pay, for one (1) day, in order to attend graduation ceremonies of a university if they are to receive a degree;
  - b. with pay, for one (1) day, to enable them to attend the graduation ceremonies of a university if a child or spouse is to receive a degree;
  - c. with pay, for one (1) day, less the cost of substitute, to enable them to attend the graduation ceremonies of a university if a close relative is to receive a degree.
2. It is understood that the written application be submitted with a minimum notice of seven (7) working days prior to the date requested stating the reason for the request.

## **ARTICLE G.29 UNIVERSITY SUMMER SCHOOL LEAVE**

1. Where there is an overlap between the end of the regular school term and the beginning of the summer school session, the Board may grant leave upon written application by May 15. Leave with pay less the standard cost of a substitute teacher, if necessary, will not be unreasonably denied.

## **ARTICLE G.30 WORKERS' COMPENSATION**

1. Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is herein after called the "disability") and the employee is entitled to compensation therefore under the *Workers' Compensation Act*, the employee shall not be required to use their sick leave credits for time lost during the first twelve (12) calendar months, by reason of any such disability, excluding the summer break.
2. All monies received by the employee, excluding monies received during the summer break, by way of compensation for loss of salary under the said Act shall be paid to the Board. In return, the Board shall pay the employee full salary, subject to a time limitation of the first twelve (12) calendar months as above.
3. After the first twelve (12) calendar months' limitation, the salary paid to the employee shall be charged against the employee's accumulated sick leave credits on the proportionate basis by which the Workers' Compensation Board does not recompense the Board.
4. Compensation does not include a disability pension or other final settlement award arising from such disability. For the purposes of this article, compensation means periodic payments.

## **ARTICLE G.31 DEFERRED SALARY LEAVE PLAN**

1. The Board shall administer a Deferred Salary Leave Plan as determined by a separate agreement.
2. During the period of leave, the teacher shall continue to receive Medical Services Plan, group life insurance, extended health and dental plan benefits in accordance with the Collective Agreement and the Board shall continue to pay the employer's share of pension plan premiums and benefit plan premiums as above.
3. Vacancies created by leaves will be posted as temporary. On return from leave the Board will make every reasonable effort to reinstate the teacher to a position comparable to that held prior to the leave.
4. Any changes in the Deferred Salary Leave Plan master agreement shall be made in agreement with the ATU.

## **ARTICLE G.32 EDUCATIONAL LEAVE (With Pay)**

1. The Board shall establish and dispense an Educational Leave Fund in the amount of one half per cent (0.5%) of the annual teachers' payroll section of the budget as of September 30 of the current year. This shall be the amount budgeted for salary and benefit payments to the Educational Leave Trust Fund for teachers on leave under this section.

2. The Board shall grant Educational Leave on application to teachers with a minimum of three (3) years' service in the District.
3. A Selection Committee shall be established to consider applications and make recommendations to the Board. The Selection Committee shall consist of two (2) representatives of the Board and two (2) representatives of the ATU who shall be reappointed each year.
4. The basic unit of leave shall be one (1) year, but where appropriate, any portion of the school year may be granted from September 1 to June 30.
5. Payments shall be at the rate of three-quarters (3/4) salary for the leave period. That period is understood to fall within the months spanning the interval September to June. Medical Services Plan, group life insurance, extended health and dental plan payments will be shared by the Board for the full twelve (12) months of the leave.
6. A teacher granted educational leave for less than a year shall receive a salary equal to three-quarters (3/4) of the salary they would be paid if not on educational leave. The Review Panel may recommend a higher payment if special circumstances exist.
7. The Selection Committee shall consider all applications and make a recommendation to the Board as to priority for granting leaves. Such recommendation shall be made to the Board prior to April 15 of each year, in the case of a request made pursuant to this article. Recommendation made by the Review Panel identified under this article shall be made prior to October 31 of each year. Should the Board not accept the recommendation, the matter will be returned to the Committee for reconsideration.
8. Where funds remain unallocated for a year they are to be carried over to the next year.
9. Educational leave will be considered as teaching time for the purpose of seniority.
10. The Board shall give to the ATU an accounting of monies in the fund no later than March 15 of each year.
11. Joint policy between the Board and the ATU shall be established to set the priorities for and to administer the Educational Leave Plan.
12. The Board will make every reasonable effort to reinstate teachers granted leave under this article to a position comparable to that held prior to the leave or to a position that is compatible with the training received while on this leave.

### **ARTICLE G.33 LONG TERM SERVICE LEAVE (Without Pay)**

1. The Board shall grant long term service leave to teachers having seven (7) calendar years of service as of June 30 in the year of application. This leave may be applied for once every seven (7) years.
2. Leave will normally be granted one (1) year at a time. A second year of leave may be granted. Availability of a suitable replacement is necessary criteria for granting of this leave.
3. Written application must be made prior to March 15.

4. Vacancies created by leaves will be posted as temporary. On return from leave the Board will make every reasonable effort to reinstate a teacher to a position comparable to that held prior to the leave.

#### **ARTICLE G.34 EARLY RETIREMENT INCENTIVE PLAN**

1. The Board will pay an allowance to teachers who resign from the School District (and/or retire under the Teachers' Pension Plan) before reaching age 65, subject to the following conditions:

The teacher must:

- be age 55 or over,
  - be on the maximum step of the salary scale,
  - have completed ten (10) years of service in this District,
  - retire from teaching in this District.
2. A teacher shall receive a financial incentive of \$15,000 pro-rated to their average FTE over their total years of service. The financial incentive for full and part-time teachers shall be paid once only.
  3. Teachers are no longer eligible to participate in the benefit plans.
  4. Teachers are not eligible for rehire to continuing positions within the District.

#### **ARTICLE G.35 EDUCATIONAL LEAVE (Without Pay)**

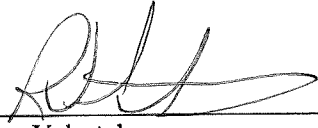
1. After three (3) or more years of employment with the School District, on application, a teacher shall be eligible for educational leave.
2. Leave will normally be granted for up to one (1) year at a time. If the program of studies being undertaken is of a longer duration than one (1) year, the leave will be granted for up to two (2) years to complete the program of studies.
3. Written application must be made prior to March 15.
4. Vacancies created by leaves will be posted as temporary. On return from leave the Board will make every reasonable effort to reinstate a teacher to a position comparable to that held prior to the leave.

#### **ARTICLE G.36 LEAVE FOR LOCAL CONTRACT NEGOTIATIONS**

1. Release time, with pay, shall be provided for up to five (5) members of the ATU's Bargaining Committee to conduct contract negotiations.
2. Representatives of the ATU shall normally arrange to conduct grievance investigations and other collective agreement administration business in such a manner as not to disrupt classroom or other instruction. Where teacher representatives are requested by the Board or its designated officer to meet on ATU/Management matters, they shall suffer no loss of pay for time so spent.

## SIGNATURES

Signed at Vancouver, British Columbia, this 16 day of January, 2023



Ray Velestuk,  
Secretary Treasurer  
Abbotsford School District



Doug Smuland,  
Abbotsford Teachers' Union



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



Clint Johnston  
President  
British Columbia Teachers' Federation



**LOCAL LETTERS OF UNDERSTANDING AND MEMORANDUMS OF AGREEMENT**

**LETTER OF UNDERSTANDING No. 1**

BETWEEN:

SCHOOL DISTRICT NO. 34 (“ABBOTSFORD”)

AND:

THE ABBOTSFORD TEACHER’S UNION

**Re: Workplace Wellness Committee**

It is mutually agreed between the parties that a joint workplace wellness committee shall be established. This committee will include two (2) representatives of the Board and the ATU.

This committee will:

1. establish the committee’s terms of reference:
2. within the terms of reference:
  - undertake an examination of issues with respect to the ATU and the Board for consideration.
  - make recommendations concerning the wellness initiatives to the ATU and the Board for consideration.
  - the committee shall issue joint quarterly reports to the ATU and the Board.

Signed by

Signed by

Doug Smuland  
ATU Bargaining Chair

Ray Velestuk  
Secretary-Treasurer, Abbotsford School

**LETTER OF UNDERSTANDING No. 2**

BETWEEN:

SCHOOL DISTRICT No. 34 (ABBOTSFORD)  
(Hereinafter referred to as the “Board”)  
OF THE FIRST PART

AND

ABBOTSFORD TEACHERS’ UNION  
(Hereinafter referred to as the “Association”)  
OF THE SECOND PART

**Subject: Job Posting Pilot**

The parties agree to convene a Job Posting Pilot Committee by January 15, 2015 which will include up to three (3) ATU members and three (3) District personnel. The Committee will discuss and resolve issues arising from the implementation of a six year pilot project with regard to an adjusted recall/job postings process.

The purpose of the pilot is to increase the number of posted job opportunities available to teachers within the District who are not on the district Layoff/Recall list.

The following adjusted process will be piloted by the District:

1. Should the District need to establish a layoff line, the District agrees to post a minimum of 10% of the identified positions in a single round of postings, which will occur prior to the commencement of the recall process.
2. The limited round of postings shall consider internal applicants only, and applications must be made using the District’s Job Posting Web system.
3. Posted positions shall be filled in accordance with Article E.28 in the collective agreement and will be completed prior to the commencement of the recall procedure.
4. Once a teacher has made a verbal acceptance of a position, Article E.28.3 shall apply.
5. If there are no qualified applicants, the position will become part of the recall process as per Article E.28.
6. The pilot will be in place for five consecutive years, beginning the Spring of 2015 and continuing until June 2019.

This letter of understanding will be effective until June 30, 2019. The bridging provisions outlined in Article A 1.2 do not apply to this Letter of Understanding between the parties.

Signed this 9th day of October, 2014 at \_\_\_\_am/pm.

For the Board:

\_\_\_\_\_  
Ray Velestuk  
SD No. 34 Bargaining Chair

For the ATU

\_\_\_\_\_  
Douglas Smuland  
ATU Bargaining Chair

**MEMORANDUM OF AGREEMENT No. 3**

BETWEEN:

**B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
("BCPSEA")**

AND

**SCHOOL DISTRICT NO. 34 (ABBOTSFORD)  
(the "District")**

AND

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

AND

**THE ABBOTSFORD TEACHERS' UNION  
(the "Union")**

(Hereinafter referred to as the "Parties")

**Subject: Mid Contract Modifications/Middle School Reconfiguration**

The Parties agree that the following will govern the instructional and non-instructional time, length of day, posting and filling of positions, positions of special responsibility and teacher evaluation for middle schools in School District #34 (Abbotsford).

1. **Instructional and Non-Instructional Time, Hours of Work and Preparation/Collaboration Time.**
  - (i) The total instructional time for middle school hours will be 1545 minutes per week which includes 1312 minutes per week contact time with students and 233 minutes per week of preparation/collaboration (non-instructional) time.
  - (ii) Collaboration time will not be less than 2.58% of total instructional time when averaged over the year.
  - (iii) Teacher directed preparation time will not be less than 12.5% of total instructional time when averaged over the year.
  - (iv) The school year will be based on present Ministry guidelines.

2. **Posting and Filling of Positions**

For purposes of reconfiguration to Middle Schools, the filling of positions will be on the basis of District aggregate seniority and the staffing process will be as follows:

- (i) When a middle school is being established the staffs of impacted elementary and secondary schools will be canvassed for teachers wishing to join the staff of the middle school, with positions being first awarded to the most senior volunteer.
- (ii) In the event that an impacted school is required to decrease staff because of configuration, Article E.28.5 (Enrollment Decline) will be followed.
- (iii) In the event that vacancies remain in the middle school following (i) and (ii) above, existing post and fill processes will be followed.

The ATU will be provided with the names and positions affected, and will be consulted prior to finalization of placements.

3. **Positions of Special Responsibility**

Middle schools, given their composition and the nature of the team system, require team leaders.

- (i) Team leaders have responsibilities beyond the scope of the classroom.
- (ii) Each year, team leaders will be selected by the teachers in the team, in conjunction with the principal.
- (iii) Team leaders will initially be compensated \$1,500.00 per year for added responsibilities, subject to review by the Implementation Committee. [This allowance was increased to \$2,000.00 per year in July 2002, retroactive to September 2001.] [See Article B.28.2.b for the allowance schedule for 2006-2011.]

4. **Teacher Evaluation**

- (i) Teachers assigned to middle schools from other schools within the district will not be evaluated in the first year, except upon request by the teacher.
- (ii) All other first year teachers will be subject to the evaluation process.

5. **Implementation Committee**

The District and the ATU agree to form an Implementation Committee (the “Committee”) consisting of two (2) members appointed by the District and two (2) members appointed by the ATU.

The Committee will have the general responsibility of overseeing the timely and orderly implementation of the Memorandum of Agreement.

Specifically, the Committee will have the authority by consensus to do the following:

- (i) To resolve any and all disputes arising out of the posting and filling provisions of this Agreement.

- (ii) To develop and implement adjustment/training plans to assist teachers in the transition from either an elementary or secondary school to a middle school during the first year; and
- (iii) To review and finalize on or before December 1, 2001, the roles and responsibilities of the teacher(s) with special responsibility (team leader).

Upon review, should it be determined that the roles and responsibilities of the position have evolved sufficiently to warrant additional compensation, the Committee, on behalf of the District and the ATU, will determine the appropriate amount. Any additional compensation will be retroactive to the date the individual(s) commenced in that position.

This Memorandum of Agreement will be appended to and form part of the Collective Agreement in effect between the parties, and will continue to be in effect for the life of that Agreement.

Any dispute arising out of the Application and/or interpretation of the Memorandum of Agreement is grievable under the terms of Article A.6 (“Grievance Procedure”) of the Collective Agreement.

Dated this 20<sup>th</sup> day of April, 2000

# PROVINCIAL LETTERS OF UNDERSTANDING

## LETTER OF UNDERSTANDING NO. 1

### BETWEEN

**The British Columbia Teachers' Federation**

### AND

**The British Columbia Public School Employers' Association**

### Re: Designation of Provincial and Local Matters

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

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

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

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

### **Housekeeping – Form Issues**

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

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

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



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

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

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

### **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

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

**January 22, 2021 - Provincial Matters**

<b>Appendix 2</b> <b>LOCAL MATTERS</b>
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**Appendix 2 – Local Matters**  
**Housekeeping – Form Issues**

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

**Section A – The Collective Bargaining Relationship**

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

**Section B – Salary and Economic Benefits**

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

### **Section C – Employment Rights**

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

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

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

### **Section E – Personnel Practices**

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

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

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

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

### **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.



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

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

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

**Professional Development**

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

Professional Development:

Language concerning the date that funds for professional development are to be made available in a district, reference to a “fund” for professional development purposes and the continued entitled of an individual teacher to professional development funds and/or teacher teaching oncall 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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Jacque Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

**Between**

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

**And**

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

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

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

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Does not apply in School District No. 34 (Abbotsford).

**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. 34 (Abbotsford).

**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**

Does not apply in School District No. 34 (Abbotsford).

## LETTER OF UNDERSTANDING No. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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



- Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
- No seniority could be ported to the other seniority list.
- For example, teacher A in District A currently has 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

*Revised with housekeeping March 26, 2020*

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

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

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Alan Chell  
For BCPSEA

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March 26, 2020  
Date

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Teri Mooring  
For BCTF

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March 26, 2020  
Date

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

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.
7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
  - a. Vancouver Teachers' Federation [VSTA, VESTA]<sup>1</sup> / SD No. 39 (Vancouver)

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

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

Agreed to on: November 26, 2012  
*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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

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



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

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

Does not apply in School District No. 34 (Abbotsford)

## LETTER OF UNDERSTANDING NO. 11

BETWEEN

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

AND THE

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

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

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

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

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

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

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

Example:

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

*Original signed by:*

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

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

**THEREFORE THE PARTIES AGREE THAT:**

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

### Shared Commitment to Equitable Access to Learning

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

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

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

### Agreement to be Implemented

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

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

4. All language pertaining to learning specialists shall be implemented as follows:
  - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
    - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
    - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
    - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;
    - iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
    - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.



- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
- C. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local collective agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).
- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2019 – 2022 BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

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

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

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

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

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

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

The size of primary classes shall be limited as follows:

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

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

**PART II – CLASS COMPOSITION PROVISIONS**

Implementation of Class Composition Language

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

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

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

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

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

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

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

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

- School District 10 (Arrow Lakes)
- School District 35 (Langley)

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

Non-Compliance

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

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

Remedies for Non-Compliance

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

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

For classes that start after September, the District will not be required to make further changes to the composition of classes or the organization of schools after 21 calendar days from the

start of the class. It is recognized that existing “flex factor” language that is set out in the restored collective agreement provisions will continue to apply for the duration of the class.

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

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

V = the value of the additional compensation;

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

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

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

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

- C. Once the value of the remedy has been calculated, the teacher will determine which of the following remedies will be awarded:
- i) Additional preparation time for the affected teacher;
  - ii) Additional non-enrolling staffing added to the school specifically to work with the affected teacher’s class;
  - iii) Additional enrolling staffing to co-teach with the affected teacher;
  - iv) Other remedies that the local parties agree would be appropriate.

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

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

*Original signed by*

British Columbia Public School Employers’  
Association

Alan Chell

British Columbia Teachers Federation

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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