

WORKING DOCUMENT
PROVINCIAL COLLECTIVE AGREEMENT

BETWEEN

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS’
ASSOCIATION/BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 6
(ROCKY MOUNTAIN)
(The “Employer”)**

AND

**BRITISH COLUMBIA TEACHERS’ FEDERATION/ROCKY MOUNTAIN
TEACHERS’ ASSOCIATION
(The “Union”)**

AS IT APPLIES IN S.D. #6 (ROCKY MOUNTAIN)

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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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.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).

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

ARTICLE A.2 RECOGNITION OF THE UNION

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

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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

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

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

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

attending a “half day” meeting shall receive a half day’s pay. If the meeting extends past a “half day,” the TTOC shall receive a full day’s pay.

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "provincial matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

- c. Review Meeting:
 - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.
 - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
 - iii. Each party shall determine who shall attend the meeting on its behalf.

8. Arbitration (Conduct of)

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

- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. General

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

The District and the Association acknowledge that it is our joint responsibility and primary aim to provide equity in educational opportunities and a quality education for all students of the District. The District and the Association agree to work cooperatively to achieve this aim.

ARTICLE A.21 DEFINITIONS

1. A Teacher as used in this collective agreement shall mean a Teacher as defined in the School Act and Regulations who is employed by the District.

- a. A continuing Teacher shall mean a Teacher appointed by the District to a continuing contract. Such a contract continues until terminated as provided for in this agreement.
- b. A temporary Teacher shall mean a Teacher appointed by the District to a contract for a period not exceeding one year, to any position temporarily existing or temporarily vacant; or for a period not exceeding the remainder of the current school year to any position which has become vacant during that school year.
- c. A Teacher-Teaching-on-call shall mean a Teacher from the District's on-call list who is deployed by the District to take the place of a continuing or temporary Teacher who is absent on a day-to-day basis. The following parts of this agreement do not apply to Teachers-teaching-on-call: those sections where the reference is to continuing and/or temporary Teachers, or full or part-time contracts;

Article B.22 - Letter of Permission

Article B.25 - Positions of Special Responsibility

Article B.26 - Moving/Relocation Allowance

Article B.27 - Part Month Payments and Deductions

Article B.11 - Benefits (except B.11.5.d)

Article B.31 - Death Benefit

Article B.32 - Benefits While on Leave of Absence

Article B.33 - Early Retirement Plan

Article D.22 - Instructional Time and Preparation Time

Article D.23 - Regular Work Year for Teachers

Article D.29 - Teachers New to the District

Article E.21 - Assignment in School

Article F.22 - Non-Instructional Days (except Teachers-teaching-on-call who are being paid on scale in accordance with Article B.2)

Article F.23 - School Accreditation

2. The Liaison Committee is composed of two members appointed by the District and two members appointed by the Association.
3. Immediate family includes a husband, wife, child, father, mother, brother, sister, grandparent, grandchild of the Teacher or the Teacher's spouse, whether by birth or step relationship.
4. A day's pay is the quotient of a Teacher's annual salary divided by the number of days in the school year.
5. The term "Zones" in this agreement refers to the geographic areas and work sites (except those adult education worksites specified under Article C.2.8.g) included in the Districts known before December 1, 1996 as School District No. 18 (Golden), School District No. 3 (Kimberley) and School District No. 4 (Windermere).

ARTICLE A.22 MANAGEMENT RIGHTS

The Association recognizes the exclusive right and responsibility of the District to manage and operate the School District, including the right to plan, direct, control and schedule school activities, regulate the selection and appointment of Teachers, establish courses of studies, establish programs of studies, hire, suspend, maintain discipline, discharge for proper cause, transfer and layoff, subject to the provisions of this agreement. The District shall retain all management rights not specifically restricted by this agreement or by legislation.

ARTICLE A.23 ASSOCIATION RIGHTS

1. Access to Worksite:
 - a. Representatives of the Association shall have the right to transact Association business on school property at all reasonable times. Such activities shall not interfere with classroom instruction.
 - b. Any Association use of school facilities will require the approval of the school's Administrative Officer.
 - c. The Association shall be responsible for paying for consumable items it uses and for any other actual cost it incurs in using school facilities.
2. Access to Information:
 - a. Association member information, including a list of employees, together with addresses, phone numbers, salary levels, seniority, accumulated sick leave, and

school and teaching assignment, will be provided to the Association on or before October 15 of each year and, if requested, on or before February 1 of each year.

- b. The Association will be notified of all job postings, transfers, hirings, resignations, retirements, discharges, and suspensions for all positions covered by this agreement, upon request from the Association.
 - c. Where an Association member requests confidentiality for themselves on a matter specified in paragraph (b) of this clause, the Association will not grieve a reasonable delay in notification to maintain that confidentiality.
3. Bulletin Boards:
- a. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. Such notices will be approved by the Staff Representative prior to posting.
 - b. These bulletin boards shall be provided in each staff room in each school building.
4. Internal Mail:
- a. The Association shall have access to the District internal mail service and employee mail boxes, free of charge, during regular business hours, as well as electronic mail service for communication to bargaining unit members.
 - b. The Association mail distributed in this manner will not be so voluminous so as to obstruct the regular service provided by the District.
5. Printing and Distribution of Agreement:
- a. The District shall have printed sufficient copies of this agreement so that each member of the bargaining unit shall have a copy of the agreement as soon as possible after the signing of the agreement.
 - b. The Association shall be responsible for the distribution of the agreement to its members.

ARTICLE A.24 EXCLUSIONS FROM THE BARGAINING UNIT

- 1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.

2. The District shall notify the Association of all new positions requiring a teaching certificate offered in the District and submit to the Association a written job description of the new position(s).
3. Should the District create a new position requiring a teaching certificate which they believe to be a management position and therefore falls outside the bargaining unit, it will so advise the Association.

ARTICLE A.25 LABOUR DISPUTES

1. All Teachers, for reasons of conscience, shall have the right to refuse to cross or work behind a picket line in a legal labour dispute. Any Teacher failing to report for duty shall be considered absent with a deduction of a day's pay for each day of absence.
2. Failure to cross a picket line shall not be grounds for disciplinary action by the District and is not a violation of this agreement.
3. The District shall not request, require or direct Teachers to do work or carry out duties normally performed by employees engaged in job action.
4. It is agreed that third party organizations, which have Adult Instructors working at a shared District site used principally for Adult Education, Continuation Education, and Distributed Learning will not be picketed or have normal operations impeded by job action, including a strike or lockout, on the part of employees of School District No. 6 (Rocky Mountain).
5. The Board agrees that in the event job action is taken that includes picketing, and the teachers of District programs cited in A.25.4 above are included in such job action, any District program normally delivered by these teachers being operated on the shared site shall discontinue operation while the site is being struck.

ARTICLE A.26 LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVE

1. At a meeting in which the District believes a Teacher may be disciplined, the Teacher shall be accompanied by a representative appointed by the Teacher or the Association.
2. At a Step 1 grievance meeting the Teacher may be accompanied by a representative of the Association.
3. Staff Representatives of the Association shall arrange to conduct investigations and other Association business in such a manner as not to disrupt classroom or other instructional time.

4. Where a Staff Representative is required by the District to meet on Association-District matters, they shall suffer no loss of pay for time so spent.
5. Staff Representatives shall be relieved of instructional duties with no loss of pay to be present at any meeting between an Administrative Officer and a Teacher when such presence has been requested by either party under the terms of this agreement.

ARTICLE A.27 SCHOOL STAFF COMMITTEE

1. The District and the Association recognize the right of the Administrative Officers and Teachers in each school to meet jointly to discuss matters pertaining to the effective and efficient operation of the school. The District and the Association also recognize the right of Teachers in each school to form a staff committee which may make recommendations on matters pertaining to the effective and efficient operation of the school including school budgeting.
2. As appropriate, the school Administrative Officer shall provide financial and other information to the staff committee that will enable the committee to make informed recommendations.
3. If the recommendations of the School Staff Committee are not implemented, the Staff Committee may request, and shall receive written reasons why these recommendations have not been implemented.

ARTICLE A.28 CONTRACTING OUT

1. There must be mutual agreement between the District and the Association before the District may contract with an external agency for the performance of Teacher duties, as defined in the School Act and Regulations, which would normally and regularly be performed by members of the bargaining unit. Such agreement shall not be unreasonably withheld.
2. Services currently provided by external agencies, groups or individuals, will remain in place unless discontinued by the District or altered by mutual agreement between the District and Association.

ARTICLE A.29 TEACHERS' ASSISTANTS

1. Teachers' assistants, teachers' aides, personal attendants and child care workers hired to assist Teachers in carrying out their responsibilities shall be under the immediate supervision of those Teachers or teaching Administrative Officers to whom they are assigned as approved by the appropriate Administrative Officer.

2. The responsibility for designing, implementing, supervising and assessing educational programs, evaluating students or educational programs remains with the Teacher who may be assisted in that purpose by a teacher's assistant, teacher's aide, personal attendant or child care worker.
3. Except under the immediate supervision of Teachers or teaching Administrative Officers, the foregoing shall not perform any of the duties of Teachers as defined in the School Act and Regulations.
4. Teachers' assistants, teachers' aides, personal attendants and child care workers shall not be used as an alternative for qualified professional personnel.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

1. The local salary grids are amended to reflect the following general wage increases:
 - a. Effective July 1, 2019 – 2% adjustment to the Local Salary Grids
 - b. Effective July 1, 2020 – 2% adjustment to the Local Salary Grids
 - c. Effective July 1, 2021 – 2% adjustment to the Local Salary Grids

2. Teachers employed on the date of ratification and who were employed on July 1, 2019 shall receive retroactive payment of wages to July 1, 2019.

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

3. The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c above:
 - a. Department Head
 - b. Positions of Special Responsibility
 - c. First Aid
 - d. One Room School
 - e. Isolation and Related Allowances
 - f. Moving/Relocation
 - g. Recruitment & Retention
 - h. Mileage/Auto not to exceed the CRA maximum rate

4. The following allowances shall not be adjusted by the increases in B.1.1.a, b, and c above:
 - a. Per Diems
 - b. Housing
 - c. Pro D (unless formula-linked to the grid)
 - d. Clothing
 - e. Classroom Supplies

5. Provide for a one percent (1%) increase to the top step of the salary grid effective July 1, 2020.

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

**Rocky Mountain Teachers' Association
Salary Grid - July 1, 2019**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
1	\$ 48,229	\$ 54,551	\$ 57,630	\$ 58,713
2	\$ 50,757	\$ 57,453	\$ 60,828	\$ 62,014
3	\$ 53,284	\$ 60,356	\$ 64,025	\$ 65,315
4	\$ 55,812	\$ 63,258	\$ 67,223	\$ 68,615
5	\$ 58,339	\$ 66,162	\$ 70,421	\$ 71,916
6	\$ 60,867	\$ 69,064	\$ 73,617	\$ 75,217
7	\$ 63,394	\$ 71,968	\$ 76,814	\$ 78,518
8	\$ 65,922	\$ 74,871	\$ 80,012	\$ 81,817
9	\$ 68,449	\$ 77,774	\$ 83,210	\$ 85,119
MAX	\$ 73,107	\$ 83,097	\$ 88,998	\$ 91,073

School District No. 06 (Rocky Mountain) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5: \$2,570.00.

**Rocky Mountain Teachers' Association
Salary Grid - July 1, 2020**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
1	\$ 49,193	\$ 55,642	\$ 58,783	\$ 59,888
2	\$ 51,772	\$ 58,602	\$ 62,044	\$ 63,254
3	\$ 54,349	\$ 61,564	\$ 65,306	\$ 66,621
4	\$ 56,929	\$ 64,524	\$ 68,568	\$ 69,988
5	\$ 59,506	\$ 67,486	\$ 71,829	\$ 73,354
6	\$ 62,085	\$ 70,445	\$ 75,090	\$ 76,721
7	\$ 64,662	\$ 73,408	\$ 78,350	\$ 80,088
8	\$ 67,240	\$ 76,368	\$ 81,612	\$ 83,454
9	\$ 69,818	\$ 79,329	\$ 84,874	\$ 86,821
MAX	\$ 75,301	\$ 85,590	\$ 91,668	\$ 93,805

School District No. 06 (Rocky Mountain) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5: \$2,622.00.

**Rocky Mountain Teachers' Association
Salary Grid - July 1, 2021**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
1	\$ 50,177	\$ 56,754	\$ 59,958	\$ 61,085
2	\$ 52,808	\$ 59,774	\$ 63,285	\$ 64,519
3	\$ 55,436	\$ 62,795	\$ 66,612	\$ 67,953
4	\$ 58,067	\$ 65,814	\$ 69,939	\$ 71,387
5	\$ 60,696	\$ 68,835	\$ 73,266	\$ 74,822
6	\$ 63,327	\$ 71,854	\$ 76,592	\$ 78,256
7	\$ 65,955	\$ 74,876	\$ 79,917	\$ 81,690
8	\$ 68,585	\$ 77,896	\$ 83,244	\$ 85,123
9	\$ 71,214	\$ 80,916	\$ 86,571	\$ 88,558
MAX	\$ 76,807	\$ 87,302	\$ 93,501	\$ 95,681

School District No. 06 (Rocky Mountain) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5: \$2,674.00.

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. TTOC shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.

6. Rate of Pay:
 - a. An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

Local Provisions:

7. A Teacher-teaching-on-call assigned to a school for a full day and utilized for only a portion of the day shall be paid a full day's salary.
8. A Teacher-teaching-on-call assigned to a school for a portion of a day shall be paid for that portion of the day.
9. No assignment shall be for less than forty percent (40%) of that day.
10. When canceling a Teacher-teaching-on-call who has been called out or has been working in a particular assignment a minimum of twelve (12) hours notice must be given.
11. In the event that an on-call assignment is interrupted by the return of a Teacher who is subsequently absent within two (2) working days and the Teacher-teaching-on-call, by their choice, is reassigned to that position, then the assignment shall proceed as if it had not been broken for salary and contract provisions which depend upon the length of the assignment.
12. A Teacher-teaching-on-call's service shall not be considered broken by a non-instructional day.
13. The District shall pay Teacher-teaching-on-call monthly no later than seven (7) instructional days after the month end. Breakdown of pay and holiday pay shall be indicated on the Teacher-teaching-on-call pay slip.
14. Teachers-teaching-on-call shall make pension contributions in accordance with the Pension (Teachers) Act.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

1. The following shall apply to employees providing instruction in adult education programs in these districts:

School District No. 6 (Rocky Mountain) (former S.D. 3 Kimberley)
Employees instructing adult education academic credit courses.

School District No. 36 (Surrey)

Continuing Education employees in the Adult Education High School Completion Program (credit courses) and Adult Education Academic Upgrading Programs (Adult Basic Education, General Education Development, Pre-General Education Development, Literacy and Adult Education English Language Programs).

School District No. 37 (Delta)

Employees teaching Adult Education academic programs including: High School Completion Program, Pathfinder High School Completion Program, Academic Business Education Program, General Equivalency Diploma Program, Adult Basic Education Program, Adult English as a Second Language Program, and Adult Special Education Program, in the Continuing Education Division.

School District No. 41 (Burnaby) [added by Arbitrator J. Dorsey December 22, 2003]

Employees teaching Adult Education academic programs including High School Completion Program (General Education Development Program and Adult Graduation Diploma Program), Adult Basic Education Program, Adult English as a Second Language Program and Academic Transitional ESL Program in Adult and Continuing Education

School District No. 42 (Maple Ridge)

Employees instructing in High School Completion Credit Courses, Adult Basic Education, Adult Pathfinder Program and Adult English as a Second Language in the Continuing Education Department.

School District No. 43 (Coquitlam)

Employees teaching Adult Education Academic Programs including Adult Basic Education, ESL Academic Stream, High School Credit Courses and English as a Second Language

School District No. 79 (Cowichan Valley) (former S.D. 66 Lake Cowichan).

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs.

2.
 - a. These employees shall be paid in accordance with their placement on the salary scale as determined by the provisions of this Collective Agreement in their respective districts.
 - b. Uncertificated employees shall be placed on the salary scale in accordance with the category and experience provisions of this Collective Agreement or, where such provisions are not found in this Collective Agreement, the practice in their respective districts as confirmed by the employer and the local.

- c. Notwithstanding Articles B.3.2.a and B.3.2.b, where an hourly rate of pay in respect of a district produces a higher rate of pay than provided in Articles B.3.2.a and B.3.2.b, employees in that district who would benefit shall continue to be paid the higher rate until such time as the rate on the scale established by Articles B.3.2.a and B.3.2.b is higher. These employees shall not be entitled to further increment payments until that time but shall receive experience increment credit.

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

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

in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

PCA Article B.8.1 through B.8.10 is not applicable in SD. No. 06 (Rocky Mountain).

Local Provisions:

11. For Teachers who wish to be paid over twelve (12) months of the year, the District will offer a payroll deduction plan to accommodate such payment. Payments for July and August shall not qualify for mid-month advances.
12. Requests to either join or withdraw from the twelve-month payroll deduction plan must be made in writing to the District on or before September 15th of the school year in which the change is to take effect.

13. In the absence of written notification by September 15th, the teacher's pay period shall remain unchanged.

ARTICLE B.9 PAY PERIODS

PCA Article B.9.1 through B.9.3 is not applicable in SD. No. 06 (Rocky Mountain).

Local Provisions:

4. Teachers in the bargaining unit shall be paid in ten (10) monthly installments, commencing September. Upon written request a mid-month advance of up to 40% of the estimated monthly net salary shall be paid on the last teaching day on or before the 15th of the month. The month-end payment shall be made on the last teaching day of the month.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

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

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

PCA Article B.10.4 and B.10.5 is not applicable in SD. No. 06 (Rocky Mountain).

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

Local Provisions:

6. Teachers shall be paid the transportation allowance for travel when they work in more than one (1) school per day. Such allowance will be based on the return distance between the two (2) schools.

7. District based Teachers shall be paid the transportation allowance based on the return distance between the Board Office and the schools visited.

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 District shall provide each Teacher with an application or enrollment form for participation in the medical, dental, extended health and group life insurance benefit plans, the Teachers' Pension Plan, and any other compulsory benefits plans. In the event a Teacher does not wish to participate in any particular benefit plan where enrollment is an option, the application or enrollment form must be so noted by the Teacher and kept on file by the District.
 - b. Appendix A and Appendix A to Letter of Understanding No. 9 summarize the benefit plans available to Teachers.
 - c. The District shall assist Teachers in obtaining required benefits from the various benefit plans.
 - d. Each Teacher shall have recorded on their monthly pay statement their accumulated sick leave.
 - e. Deduction of premiums represents prepayment of benefit coverage to the end of the next teaching month.

6. Medical Services Plan:

The District shall pay eighty percent (80%) of the premium cost of the Medical Services Plan of B.C. for each full and part-time Teacher employed by the District.

7. Extended Health Care Plan:

a. The District shall pay eighty percent (80%) of the premium cost of the Provincial Extended Health Benefit Plan for each full and part-time Teacher employed by the District.

8. Dental Plan:

a. The District shall pay eighty percent (80%) of the premium cost of a mutually agreed upon Dental Care Plan for each full and part-time Teacher employed by the District.

b. The plan will include the following coverage:

- i. One hundred percent (100%) of Plan "A" basic service;
- ii. Sixty percent (60%) of Plan "B" prosthetic appliance, crown and bridge;
- iii. Seventy-five percent (75%) of Plan "C" orthodontics (lifetime limit of \$5,000).

9. Basic Life Insurance Plan:

The District shall pay eighty percent (80%) of the premiums of the Basic Life Insurance Plan for each full and part-time Teacher employed by the District.

10. Optional Group Life Insurance Plan:

The District shall administer the Optional Group Life Insurance Plan and deduct the total monthly premium from the salary of those Teachers participating in the plan.

11. Employee and Family Assistance Plan:

The District shall make available counseling services while maintaining strict confidentiality. This shall include counseling for Teachers (and their families) charged with child abuse and subsequently exonerated.

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

The District shall provide the Association with a copy of the master agreements of teacher benefit plans administered by the District. The coverage under these plans shall

not be altered or amended without agreement, nor the carrier changed without consultation, with the Association.

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 ON SALARY SCALE

Except as otherwise provided in this agreement, the salary schedule(s) found in this agreement in Article B.1 provides remuneration for all persons covered by this agreement according to their qualifications established in years of preparation and certification and their years of experience.

1. At the time of appointment the District shall advise the Teacher of the documentation required to establish initial scale placement and of the requirement to advise the District if any delay is expected in acquiring such documentation.
2. The District will accept as proof of professional qualifications, preparation or training for placement within a salary category a statement acknowledging or verifying such professional qualifications, preparation or training issued by the Teachers' Qualification Service.
3. Until the proper documentation is received the Teacher shall be paid at the lowest point on the salary grid. Upon receipt of the documentation described above, the Teacher shall be assigned the appropriate place on the salary grid retroactive to a maximum of one calendar year. Where, upon appeal to the Liaison Committee, it is determined that the receipt of documentation has been delayed due to circumstances beyond the control of the Teacher, the Teacher shall be assigned the appropriate place on the salary grid retroactive to their starting date with the District. The Teacher shall be so advised of their placement in writing.

ARTICLE B.21 CATEGORY CHANGE

A Teacher who successfully completes a program resulting in a change of certification and/or salary category, and provides documentary proof of such change of certification or salary category, shall have their pay adjusted, retroactively if necessary, to the effective date of eligibility. A Teacher awaiting official proof for certification or salary category change must notify the Secretary Treasurer of School District No. 6 (Rocky Mountain), in writing within thirty (30) days of the program completion, that such a change has been applied for.

ARTICLE B.22 LETTER OF PERMISSION

1. Prior to applying for a letter of permission, the District shall inform the Association, in writing, of its intent to apply for said letter.
2. Persons holding Letter of Permission shall be placed on the lowest step of the salary grid. Related experience, if applicable, shall be granted in accordance with Section B Article 23 (Experience Recognition) of this agreement.

ARTICLE B.23 EXPERIENCE RECOGNITION

1. Full credit shall be granted for teaching experience in schools operated under provincial authorities or comparable authorities in the British Commonwealth or the United States of America, subject to:
 - a. a minimum of eight (8) months full-time employment during a school year is required to constitute a year's experience.
 - b. Periods of short-term temporary and continuing full-time appointments shall be added together for accumulation of years of experience credit. Each ten (10) months of such appointment shall constitute one year's experience credit.

Note: Effective September 19, 2014, Teacher-teaching-on-call experience credit is accrued in accordance with Article C.4 Teacher Teaching on Call Employment and can be transferred in accordance with Provincial Letter of Understanding No. 11.
 - c. Appointments on a regular part-time basis for a full school year constitute credit proportionate to the time worked. When converting such experience to full-time credit, if the cumulative percentage over a consecutive four (4) year period equated to at least eight (8) months of full-time employment, one (1) year's experience is credited.
 - d. Service as a teaching member of a recognized Faculty of Education, as recognized by the Ministry of Advanced Education and Job Training for certification purposes, shall carry full experience.
2. Teaching and related experience shall be credited as in Clause 1 of this Article for service in:
 - a. Department of National Defense Schools;
 - b. a school while on an approved exchange; and

- c. service as a Teacher with Canadian Universities, Service Overseas or the Canadian International Development Agency.
3. Experience credit shall be earned for:
- a. secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teacher's Federation;
 - b. secondment to the Ministry of Education;
 - c. secondment to a recognized university or college;
 - d. secondment to the Teacher Regulation Branch;
 - e. short term leaves of absence for less than one year other than general personal leave and parenthood leave;
 - f. absence while on paid sick leave, extended sick leave or WCB leave; and
 - g. absence while on maternity leave.
4. Years of experience in an occupation or occupations closely related to their main teaching subject or subjects may be recognized for placing the Teacher on the salary scale. Each two (2) years of such experience, if recognized, shall be recognized as one year of teaching experience to a maximum of five (5) years.
5. During any school year while this agreement is in effect the years of teaching experience of a Teacher shall be computed to June 30 and January 31.
5. In the event that a Teacher wishes to appeal their placement on the salary scale, for experience, the Teacher must apply in writing to the Liaison committee, through the Superintendent for adjustment. In the event that the matter is not satisfactorily resolved and the Teacher wishes to appeal further, the grievance procedure will apply. Any successful appeal of a placement on the salary scale shall be retroactive only to the start of the month in which the Teacher's appeal was submitted.

ARTICLE B.24 PART-TIME TEACHERS PAY AND BENEFITS

- 1. Teachers on part-time continuing appointment or part-time temporary appointment may request full-time continuing appointment in accordance with Article E.20 (Posting and Filling Vacant Positions).
- 2. Part-time Teachers shall be paid that portion of their regular scale placement that relates to the portion of the instructional week worked.

3. Part-time Teachers shall be eligible to participate in all benefit plans, except where the carrier disallows such participation.
4. Part-time Teachers shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary.
5. Full-time Teachers who receive a leave of absence in order to teach part-time may purchase pensionable service for the portion of time that they are on leave at no cost to the District.

ARTICLE B.25 POSITIONS OF SPECIAL RESPONSIBILITY

1. Department Heads:

The annual allowance for each Department Head at Secondary Schools shall be:

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

2. Administrative Officer Designates:

- a. Each school will have identified an Administrative Officer Designate in September of each school year. Such an appointment will be for the school year. The process to select/elect the Administrative Officer Designate will be determined at a staff meeting. A Teacher has the right to refuse to act as an Administrative Officer Designate except in emergencies.

- b. Administrative Officer Designates shall receive an annual allowance of:

Date	Administrative Officer Designates
Effective July 1, 2019	\$ 641.61
Effective July 1, 2020	\$ 654.44
Effective July 1, 2021	\$ 667.53

- c. In addition to Article B.25.2.b, on the third and subsequent successive days of an Administrative Officer's absence from duty, a Teacher Teaching on Call shall be employed to assume the regular duties of the Administrative Officer Designate

and the Administrative Officer Designate shall be paid an additional allowance as follows:

Date	Secondary Schools
Effective July 1, 2019	\$ 121.93
Effective July 1, 2020	\$ 124.37
Effective July 1, 2021	\$ 126.86

Date	Elementary & Middle Schools
Effective July 1, 2019	\$ 56.48
Effective July 1, 2020	\$ 57.61
Effective July 1, 2021	\$ 58.76

- d. Where schools have more than one (1) Administrative Officer, the above amounts will only be paid in the absence of both. Where only one (1) position is vacant then 40% of the above amount will be payable.

3. Bachelor of Education:

In addition to the annual basic salary, a Category 4 teacher shall be paid an annual bonus of \$300.00 in ten (10) equal installments with salary, for holding the degree of Bachelor of Education (Elementary) (British Columbia or equivalent).

4. District Resource Centre Coordinator:

- a. In addition to an annual basic salary calculated on the basis of the type of teaching certificate held and years of experience, the District Resource Centre Coordinator shall be paid an annual allowance of:

Date	District Resource Centre Coordinator
Effective July 1, 2019	\$ 4,718.63
Effective July 1, 2020	\$ 4,813.00
Effective July 1, 2021	\$ 4,909.26

- b. All responsibilities and duties pertaining to the position are to be included within the allowance, and no extra monies or time benefits shall accrue for services rendered.

5. Newly Created Positions:
 - a. Any position not described in the current contract or any position reclassified during the life of this contract shall be considered a new position.
 - b. Salary allowances and bonus schedule (if applicable) must be negotiated with the Liaison Committee and agreed to by both parties. Should the parties fail to reach agreement, the matter will be referred to Article A.6 (Grievance Procedure).
6. Allowance Payments:

All allowances shall be paid in equal installments in accordance with established pay procedures and Article B.9.4 of this agreement.

ARTICLE B.26 MOVING / RELOCATION ALLOWANCE

Where a District initiated transfer results in a Teacher being transferred to or from Canal Flats and it is reasonable for the Teacher to relocate into or out of Canal Flats, the District shall pay moving and relocation expenses of the Teacher.

ARTICLE B.27 PART MONTH PAYMENTS AND DEDUCTIONS

1. The rate of deduction for a day without pay shall be a day's pay as defined in Article A.21.
2. A Teacher shall be paid 1/10 of current annual salary in respect of each month in which the Teacher works all prescribed school days that month.
3. For purposes of the above clause, any prescribed day on which the Teacher 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 of absence shall be made from the monthly payment.
4. In the event that a Teacher commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts:
 - a. The days worked in proportion to the number of prescribed days for that month times the monthly income; or
 - b. the days worked times a day's pay as defined in Article A.21.

ARTICLE B.28 NO CUTS IN SALARY

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

ARTICLE B.29 PAYMENT FOR WORK BEYOND REGULAR WORK YEAR

1. Any work requested by the District and performed by Teachers covered by this agreement, beyond the Teacher's work year as set out in the School Calendar, shall be with the Teacher's agreement.
2. A request for work that is an extension of the Teacher's assignment shall not require posting. The District agrees to inform the Association, as soon as practicable, that work beyond the regular work year will occur or has occurred.
3. If the work requested in item 2 requires that the Teacher travels more than twenty (20) km. from their normal work site, they shall be reimbursed for traveling costs, accommodation, meals and other expenses incurred upon submission of an expense voucher.
4. Saturday School and Summer School:
 - a. The assignment shall be posted in accordance with Article E.20 - Posting and Filling Vacant Positions.
 - b. Expectations and hours of work will be negotiated with the Association prior to posting.
 - c. No Teacher shall be required to work with students in potentially hazardous situations for which the Teacher has not been trained or prepared.
5. Pay shall be at the proportionate share of the Teacher's per diem rate, and all other benefits and conditions provided by this agreement shall apply to such work.

ARTICLE B.30 PAYMENT OF TEACHER REGULATION BRANCH FEES

1. The District shall, on behalf of all continuing and temporary Teachers in its employ, assume the full cost of the annual fees required for membership in the Teacher Regulation Branch established under the Teaching Professional Act, to a maximum of \$40.00 and remit the same to the Teacher Regulation Branch when notified of the fees by the Teacher Regulation Branch.

2. Teachers-teaching-on-call who have been employed by the District for more than forty (40) full days in any school year shall be reimbursed for their annual fees required for membership in the Teacher Regulation Branch, to a maximum of \$40.00.

ARTICLE B.31 DEATH BENEFITS

1. The Board shall continue to provide the medical, extended health and dental benefits to the dependents of a deceased Teacher for a period of three (3) months after the death of the Teacher. The dependents shall be notified of the terms of this provision when such benefits are paid.
2. In the event of the death of a Teacher, the Board shall pay the complete salary for the month in which the Teacher dies plus ten percent (10%) of the Teacher's existing salary to the widow, widower or beneficiary of the deceased, or to the estate if there is no widow, widower or beneficiary.

ARTICLE B.32 BENEFITS WHILE ON LEAVE OF ABSENCE

1. Provided the Teacher pays the appropriate share of the premium costs, the District will continue to pay its share of the cost of benefit premiums during the period:
 - a. a Teacher is absent on sick leave;
 - b. a Teacher is absent on pregnancy leave;
 - c. a Teacher is absent on medical leave and in receipt of B.C.T.F. Salary Indemnity Plan (short term);
 - d. a Teacher is absent on medical leave and in receipt of B.C.T.F. Salary Indemnity Plan (long term) to a maximum of one (1) year; and
 - e. a Teacher is absent on medical leave and in receipt of compensation from the Workers' Compensation Board to a maximum of one (1) year.
2. The premiums described in Clause 1 above only apply to those plans in which the Teacher was participating at the time the absence began and subject to the approval of the carrier.
3. A Teacher on any extended leave of absence not covered in Clause 1 above shall be entitled to continue benefit coverage by making payments to the District for their share and the District's share of the premiums of the benefit plan, subject to the approval of the carrier.

ARTICLE B.33 EARLY RETIREMENT PLAN

1. The District shall provide an early retirement plan to teaching staff between the ages of 50 and 64 who are at maximum on the salary scale and who wish to cease their teaching career. It is the intent of the District to provide the plan at no cost to the District. This option is not available to Teachers pursuing teaching positions in another locale and must be exercised in a school year prior to the Teacher reaching age 65.
2. Teachers wishing to exercise this retirement plan must advise the Secretary Treasurer in writing prior to March 31 in the year of retirement.
3. The retirement allowance is based on the Teachers' salary category as follows:

 For a Teacher at 4/max. \$10,000
 For a Teacher at 5/max. \$12,000
 For a Teacher at 6/max. \$14,000
4. For part-time Teachers the incentive would be on a pro-rata basis using the Teacher's full time equivalent in the year of retirement.
5. Statutory deductions on this retiring allowance will be withheld at source on any such payment in accordance with the Income Tax Act.
6. The Board reserves the right to restrict the number of participants in the plan in any one year.
7. This plan will come into effect March 15, 1993 and will not be retroactive.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
 - a. Effective July 1, 2020 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in BC.

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]

- b. Seniority Verification Process
 - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.

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

Local Provisions:

7. Principle of Security.

The District and the Association agree that increased length of service in the employment of the District entitles employees to commensurate increase of security of teaching employment.

8. Definition of Seniority:

- a. i. In this agreement, "seniority" applies to employees with a continuing appointment and means an employee's aggregate length of service in the employment of the District. Any employee currently on continuing appointment with the District who has, in the past, taught for the District on a temporary appointment or as a substitute shall have that time included in their aggregate length of service. Part-time teaching shall be credited fully as if it were full-time service.

- ii. In addition to the foregoing, seniority shall also include seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than 1 year of seniority for any school year.
- b. When the seniority of two or more employees is equal pursuant to Article C.2.8.a, the employee with the greatest continuous present employment with the District shall be deemed to have the greatest seniority.
- c. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.b, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.
- d. Where two (2) or more employees have the same length of service, pursuant to Article C.2.8.c, their order of seniority will be determined by the date of receipt of their acceptance of appointment.
- e. For the purpose of this Article, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the District except:
 - i. short-term pregnancy, adoption leave, or parental leave (under the Employment Standards Act);
 - ii. leave for service with the Teacher Regulation Branch;
 - iii. leave for duties with the Association, the British Columbia Teachers' Federation or the Canadian Teachers' Association;
 - iv. secondment to the Ministry of Education, a Faculty of Education or pursuant to a recognized teacher exchange program;
 - v. long-term sick leave and WCB leave;
 - vi. leave for teaching with the Department of National Defense or Canadian Universities Service Overseas; and/or
 - vii. deferred salary leave.
 - viii. compassionate care leave (Article G.2)

- f. For the purposes of this Article, continuity of service shall be deemed not to have been broken and aggregate length of service shall not accumulate for purposes of long term leave by:
 - i. long-term maternity leave in excess of the leave provided under the Employment Standards Act;
 - ii. long-term adoption leave;
 - iii. leave for elected Municipal, Provincial or Federal Office;
 - iv. lay-off and re-engagement pursuant to this Article;
 - v. leave of absence approved by the District except as in paragraph (e) above; and/or
 - vi. parenthood leave.
- g. Legislated Amalgamation
 - i. Effective July 1, 2002, the seniority calculations in the Article (C.2.8) shall apply to all teachers in the district, but shall not be used to retroactively recalculate seniority for Teachers who have accrued seniority according to the terms and provisions of the Golden and/or Kimberley previous Local Agreements.
 - ii. Teachers employed prior to July 1, 2002 in the Golden and Kimberley zones shall carry forward all seniority, calculated according to the previous Golden and Kimberley local agreements, and accrued to June 30, 2002.
 - iii. Teachers newly appointed to continuing positions after July 1, 2002 shall be granted seniority earned for service prior to July 1, 2002 calculated in the same manner as other teachers in their respective zones.
 - iv. Teachers wishing to appeal calculations of seniority accrued to June 30, 2002 must do so before November 30, 2002.
 - v. From the district seniority list, for the purposes of implementing “zonal” assignment of teachers, the Board shall maintain zonal administrative lists of the teachers employed within each zone by rank of seniority. *(Please note: This is in accordance with Clause 3 of the Provincial Letter of Understanding, Re: Section 4 of Bill 27).*

- vi. July 1, 2002 the adult education positions in Radium and Golden, and the teachers currently holding those positions, shall be considered as part of the Windermere and Golden zones respectively and this designation shall be reviewed at the request of either party. *(Please note: This clause is subject to the parties reaching agreement on the terms and conditions of employment for the Adult Education employees in the Kimberley Zone in accordance with Clause 9 of the Provincial Letter of Understanding, Re: Section 4 of Bill 27 and will take effect at such time).*
- vii. Effective July 1, 2002, the adult education positions in Canal Flats, Cranbrook and Elko and the teachers currently holding those positions, shall be considered as part of the Kimberley zones, and this designation shall be reviewed at the request of either party. *(Please note: This clause is subject to the parties reaching agreement on the terms and conditions of employment for the Adult Education employees in the Kimberley Zone in accordance with Clause 9 of the Provincial Letter of Understanding, Re: Section 4 of Bill 27 and will take effect at such time).*

9. Seniority List:

The District shall provide the Association with a copy of the District Seniority List and the Zonal Administrative Lists by September 30th and an update in the spring, by April 30th of each year.

ARTICLE C.3 EVALUATION

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

[See also Article C.23 Evaluation of Teachers.]

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, SEVERANCE PAY

1. Definition of Qualifications:

- a. In this Article "necessary qualifications" in respect of a teaching position means a reasonable expectation, on the part of the Superintendent, based on the certification, training, education, capability and experience of a Teacher, that the Teacher will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.
- b. Should any questions arise as to where a Teacher has or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Liaison Committee.
- c. A majority decision of the Liaison Committee shall be forwarded to the Teacher(s) and the District. The decision shall be final and binding.
- d. Where the Liaison Committee is unable to reach agreement, the matter may be referred to arbitration.

2. Security of Employment based on Seniority and Qualifications:

- a. When, for educational or budgetary reasons, the District determines that it is necessary to reduce the number of Teachers employed by the District, the Teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b. The District shall give each Teacher it intends to lay off pursuant to this Article a minimum of thirty (30) calendar days notice in writing. Such notice will be effected at the end of a school term or semester (June 30, December 31 or January 31). Such notice will contain a reason for the lay-off and a list of teaching positions where a Teacher with less seniority was retained. The District shall concurrently forward a copy to the Association.

3. Teacher's Rights to Recall:

- a. When a position on the teaching staff of the district becomes available, the district shall notwithstanding any other provision of this agreement, first offer re-

engagement to the teacher who is on the recall list in the zone where the position is available, and who has the most seniority in that zone 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 the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers, within the zone, who have been terminated pursuant to this Article. This process shall then be repeated for teachers from other zones in accordance with the district seniority list.

- b. A Teacher who is offered recall pursuant to Article C.5.3.a shall inform the District whether or not this offer is accepted, within one week of the receipt of such offer.
- c. A Teacher who is not able to accept a teaching position offered to them under this Article, because of attendance at university, or eligibility for maternity or parental leave, shall not lose their rights to recall.
- d. The District shall allow ten (10) days from an acceptance of an 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. The District may employ a temporary or Teacher-teaching-on-call for the position until the Teacher accepting the position is available.
- e. A Teacher's right to recall under this Article is lost if:
 - i. the Teacher elects to accept severance pay under Article C.5.7;
 - ii. the teacher refuses to accept two (2) offers of continuing positions of equal or greater percentage of time for which they possess the necessary qualifications, excepting a teacher as described in Article C.5.3.c, provided the positions are within the zone from which they were laid off and are within 60 kilometres of the Teacher's place of work at the time of lay-off;
 - iii. twenty-seven (27) months have elapsed from the date of lay-off under this Article and the Teacher has not been recalled. It is the responsibility of the Teacher to ensure that the Secretary Treasurer is informed in writing of their current address.
- f. Upon re-engagement, a Teacher on the recall list shall be entitled to a continuing appointment to the teaching staff of the District.

- g. If a Teacher accepts a temporary position while on the recall list and a continuing position becomes vacant for which the Teacher is qualified, the Teacher is deemed not to have lost their position on the recall list for this continuing position.

4. Recall List:

The District shall maintain a district recall list as well as zonal recall lists. Copies of that list will be sent to each person on that list and the Association at least once during the fall by October 15th and once during the spring term by April 30th each year.

5. Sick Leave:

A Teacher recalled pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of lay-off.

6. Benefits:

A Teacher who retains rights of recall pursuant to Article C.5.3 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement by payment of the full costs of such benefits to the District, subject to the approval of the benefit carrier.

7. Severance Pay:

- a. A Teacher on continuing appointment who has one (1) or more years of continuous employment and who is laid off may elect to receive severance pay at any time before the Teacher's right to recall is lost.
- b. Severance pay shall be calculated at the rate of eight percent (8%) of their current full-time equivalent annual salary for each ten (10) months of service, or part thereof, with the District up to a maximum of one (1) year's current full-time equivalent salary.
- c. A Teacher who receives severance pay pursuant to this Article and who is subsequently re-hired by the Board, shall retain any payment made under the terms of this Article, and in such case, for purposes only of Article C.5.7.b, the calculation of years of service shall commence with the date of such re-hiring.

8. Severance Pay Ineligibility:

- a. A Teacher who is on the recall list and is subsequently recalled and accepts the position is not eligible for severance pay unless subsequently laid-off pursuant to the provisions of this Article.

- b. A Teacher who is on the recall list and refuses to accept two (2) positions for which the Teacher possesses the necessary qualifications that are within the zone from which they were laid off and are within 60 kilometers of the Teacher's place of work at the time of lay-off, is not eligible for severance pay.
- c. A Teacher who is on the recall list who has been laid-off from a part-time position of less than 0.5 F.T.E. would be ineligible for severance pay if two (2) positions under thirty (30) km from the Teacher's place of work, at the time of lay-off, are refused.

9. Disputes:

Any questions regarding the interpretation or enforcement of this Article shall be subject to the procedures of grievance/arbitration of this agreement.

ARTICLE C.20 CONTRACTS OF EMPLOYMENT

1. Continuing

Except as provided in this Article, all Teachers appointed by the District to the teaching staff of the District shall be appointed on a continuing contract of employment.

2. Temporary:

- a. The District may appoint a Teacher to a temporary appointment as defined in Article A.21.
- b. The District agrees to provide the Association no later than October 1 in any school year with a list of Teachers hired on temporary contract for the school year, and a list of positions the District considers temporarily vacant for the school year.
- c. When, for educational or budgetary reasons, the District determines that it is necessary to reduce the number of Teachers employed by the District, a temporary Teacher's contract may be terminated on thirty (30) calendar days notice.
- d. A temporary Teacher who has been laid off during the term of their contract shall have recall rights up to and including August 31 of the following school year.
- e. For recall purposes only, the seniority of a Teacher on temporary contract will be their aggregate length of any teaching service with the District.

- f. Notwithstanding paragraph (e) above, no Teacher on temporary contract will be deemed to have seniority for recall purposes greater than that of any Teacher who has been laid off from a continuing contract.

ARTICLE C.21 DISMISSAL AND DISCIPLINE BASED ON JUST AND REASONABLE CAUSE

1. For purposes excluding dismissal under Article C.22 the following procedures shall apply.
2. The District shall not discipline or dismiss any person bound by this agreement except for just and reasonable cause.
3. The Teacher shall be advised of the right to be accompanied by a representative of the Association at any meeting during which disciplinary action will be considered.
4. Where a Teacher is under investigation by the District for any cause, where suspension or dismissal may result, the Teacher and the Association shall be advised in writing of that fact and of the particulars of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation and in any event shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board. The employee shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation.
5. The District shall not suspend or dismiss any person bound by this agreement, other than a suspension to which Section 15(5) of the School Act applies unless it has prior to considering such action, held a meeting of the Board or a committee of the Board with the Teacher entitled to be present, in respect of which:
 - a. the Teacher and the Association shall be given seventy-two (72) hours notice;
 - b. at the time such notice is given the Teacher and the Association shall be given a written statement of the grounds for the contemplated action and all documents available at that time that will be considered at the meeting;
 - c. the Teacher or a representative of the Teacher may file a written reply to the allegations prior to the meeting;
 - d. at such meeting the Teacher has the right to be accompanied by representatives and/or advocate appointed by the Teacher or the Association, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the District, to call witnesses, and to question any person presenting evidence to the District; and

- e. the decision of the District shall be communicated in writing to the Teacher and the Association and, where the decision is to discipline or dismiss the Teacher, shall contain a full and complete statement of the grounds for the decision.
6. Where a Teacher is suspended under Section 15(5) of the School Act, the District 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 Association, acting on the Teacher's behalf.
7. Where a Teacher is suspended or dismissed, no information in respect of the suspension or dismissal shall be released to the public or the media prior to consultation with the Association.
8. Should the Teacher or the Association wish to appeal the decision of the Board this will be done through the Grievance Procedure (Article A.6).
9. Where the action which initiated the suspension or dismissal of a Teacher is not substantiated the Teacher shall be reinstated to their position. Where there has been loss of income, appropriate compensation shall be mutually agreed upon by the Board and the Teacher. At the Teacher's request, a representative of the Association will be present at negotiations for compensation. If agreement is not reached, an appeal may be made through the Grievance Procedure (Article A.6).

ARTICLE C.22 DISMISSAL AND DISCIPLINE BASED ON PERFORMANCE

1. The Board shall not dismiss a Teacher on the basis of less than satisfactory performance of teaching duties except where the Board has received at least three (3) consecutive less than satisfactory reports, or in the case of a Teacher in the first year of employment with the Board, two consecutive less than satisfactory reports pursuant to Article C.23 (Evaluation of Teachers) of this agreement indicating that the learning situation in the class or classes of the Teacher is less than satisfactory.
2. The reports referred to in Article C.22.1 shall have been prepared in accordance with the process established in Article C.23 of this agreement, and in accordance with the following conditions:
 - a. the reports shall have been issued in a period of not less than twelve (12) or more than thirty-six (36) months, other than in the case of a Teacher in their first year of employment when the period shall be not less than five (5) months;
 - b. at least one of the reports shall be a report of the Superintendent of Schools;
 - c. the reports shall be written by two (2) different evaluators; and

- d. the reports shall be written independently of each other, shall be based solely on the evaluator's own observations, and the report writers shall not collaborate with regard to the results.
3. Where a Teacher in their second or subsequent year of contract receives a less than satisfactory report, the Teacher may:
 - a. request a transfer, in which case the Board shall make all reasonable efforts to arrange the transfer of the Teacher to a mutually agreeable assignment or school; or
 - b. request and be granted leave of absence for a period of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than three (3) months nor more than six (6) months after the Teacher has returned to teaching duties.
4. Where the District intends to dismiss a Teacher on grounds of less than satisfactory teaching situation, it shall notify the Teacher and the President of the Association of such intention and provide an opportunity for the Teacher and their representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.
5. Where subsequent to such meeting the Board (including the Superintendent) decides to dismiss a Teacher, it shall provide notice of dismissal of at least thirty (30) days or shall provide pay in lieu of notice. The Teacher shall be advised in writing on receiving notice of termination of the reason for such action.
6. Should the Teacher wish to appeal the decision, they may do so through Article A.6 (Grievance Procedure).

ARTICLE C.23 EVALUATION OF TEACHERS

1. Three options are available for teacher evaluation:
 - a. regular evaluation;
 - b. confirmatory evaluation; or
 - c. professional growth plan.
2. A regular evaluation of a teacher shall occur:
 - a. in the first full year of the appointment;

- b. following the request for a regular evaluation report by a teacher; or
 - c. as determined by the superintendent.
- 3. A confirmatory evaluation may occur at the request of the teacher after the first full year of appointment where, in the opinion of the evaluator responsible for the evaluation, the teacher is continuing to give more satisfactory service to the district.
- 4. Teachers will develop and/or review professional growth plans annually unless they are receiving a regular or confirmatory evaluation in which case the professional growth plan is an option.
- 5. Where a regular or confirmatory evaluation will occur, the terms of this article shall apply to the conduct of those evaluations.
- 6. The superintendent (or designate) shall notify, by October 15 of each school year, those teachers who are to receive a regular evaluation. Teachers who request a regular or confirmatory evaluation must notify their administrative officer by October 15.
- 7. Regular evaluation:
 - a. Two (2) weeks in advance of the start of the evaluation process a pre-evaluation conference shall be held and the evaluator shall meet with the teacher to discuss the purpose of the evaluation, the approximate time span and the criteria to be used. The teacher shall be furnished with a copy of this evaluation procedure.
 - b. The process shall include:
 - i. a series of observations each followed by an observation conference;
 - ii. a post evaluation conference for review of the draft report;
 - iii. preparation of a final report;
 - iv. an opportunity for the teacher to submit a written commentary to be attached to the final report; and
 - v. filing of the final report.
 - c. A teacher evaluation report may be prepared on the teacher's general performance in the school and the learning situation in the teacher's classroom.
 - d. Reports shall reflect any significant discrepancy between the teacher's assignment, professional training and preference of teaching subjects and grades.

It is the teacher's responsibility to bring these concerns to the attention of the evaluator.

- e. The evaluation procedure shall include at least three (3) comprehensive classroom visits which reflect the teacher's major area of assignment. The teacher and the evaluator shall select the initial two (2) observation times by mutual agreement, each meeting being within a two (2) week time frame designated by the evaluator.
 - f. A report shall be filed by April 30 of the school year in which it is prepared.
 - g. Where appropriate the evaluator and the teacher shall develop jointly a plan for improving instruction. Such a plan shall be made available to the teacher and shall be adequately funded and completed before another report is initiated. No follow-up formal evaluation shall occur in less than twenty (20) teaching days.
 - h. Involvement or non-involvement of a teacher in extra-curricular activities is outside the scope of the formal evaluation report unless requested by the teacher.
 - i. When the processes set out in this Article are not appropriate to the nature of the teacher's assignment (i.e. a non-classroom assignment), the evaluator shall discuss with the teacher and the association the alternate process and criteria which shall be followed.
8. Confirmatory evaluation:
- a. The process followed in the preparation of a confirmatory evaluation will conform to that used in a regular evaluation.
 - b. A confirmatory evaluation will normally include three (3) or fewer classroom observations.
 - c. A confirmatory evaluation will be completed using the same format used for regular evaluation but will generally be less detailed and shorter.
 - d. The first sentence of a confirmatory evaluation will be structured after the following:
 - e. "This is a confirmatory evaluation of the performance of (name of teacher)."

9. Professional Growth Plan:

The teacher involved in the professional growth plan model will do so in accordance with "the Rocky Mountain School District Professional Growth Plan".

10. Nothing in this Article shall preclude:
 - a. Any visits to the classroom by the superintendent (or designate[s]) at any time for supervision or any other purpose other than formal evaluation.
 - b. Any communications from the superintendent (or designate[s]) to teachers in respect of their general performance in the school.

ARTICLE C.24 PART-TIME TEACHERS' EMPLOYMENT RIGHTS

1. A Teacher with a full-time appointment to the teaching staff of the District may without prejudice to that appointment request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested. The District shall not unreasonably refuse such a request.
2. When the request under Article C.24.1 is granted by the District, the Teacher shall be on leave of absence status in respect of the balance of the full-time appointment and shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the District has made the part-time assignment. The Teacher may return to a full-time assignment at an earlier date or may extend the period of part-time teaching, by agreement with the District, if reasonable notice of the request for earlier or later return has been given.
3. A Teacher with a part-time appointment may without prejudice to that appointment request an additional temporary part-time appointment for a specified fraction of time.

ARTICLE C.25 JOB SHARING ASSIGNMENTS

Two Teachers employed by the District may jointly request a specified job-sharing assignment in respect of a single full-time position. The request shall not be unreasonably refused. Where the request is granted:

1. salary shall be pro-rated according to the percentage of time worked by each Teacher, and
2. each Teacher is considered to be on leave of absence with respect to the time not worked.

ARTICLE C.26 TTOC HIRING

1. The hiring and deployment of teachers teaching on call (TTOCs) is the responsibility of the District.
2. The District may appoint persons without a certificate only in the event that no TTOC is available who possesses the necessary qualifications for the assignment.
3. The District shall maintain a list of TTOC who have requested on an annual basis to be placed on that list and have been approved by the Superintendent or designate.
4. The District may during the approval process restrict the placement of a TTOC to teaching at certain schools, age levels or subject areas.
5. Once a TTOC is placed on the list, if the District further restricts the TTOC's assignments other than requested by the TTOC, such as teaching at a specific school, age level or subject area, or removes the TTOC from the list, then the Association and the TTOC shall be provided reasons in writing.
6. The District shall not remove a TTOC from the list of TTOC or restrict a Teacher on the list of TTOCs save for just and reasonable cause.
7. The District shall forward a copy of a list of TTOCs to the Association by September 30th of each year and shall make available throughout the year a current list of TTOCs upon request.

SECTION D WORKING CONDITIONS

ARTICLE D.1 CLASS SIZE AND TEACHER WORKLOAD

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

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

1. The District shall endeavor to maintain class sizes according to the following guidelines:

Intermediate	28 students
Secondary	30 students
2. Class sizes will not exceed the above guidelines except for Band, Choir, P.E. or other specialized classes where the Teacher has so requested.
3. Notwithstanding the above, the number of students in a laboratory or shop shall not exceed the number of which can be accommodated safely.
4. In emergency situations an Administrative Officer may assign a student to a classroom on an interim basis for a maximum of two (2) weeks where, in the opinion of the Administrative Officer, no other immediate, practical alternative exists. Wherever possible, Teachers shall be given one (1) day notice of any emergency placement.

Home Education

5. Home schooled students who are included in educational programs offered by a school will be counted for class size purposes in the same way as regular students enrolled in the class or classes of the Teacher.

Determination of Teaching Staff

6. The number of professional teaching staff of each school shall be determined by the school's Administrative Officer in consultation with the staff.

7. The administration and staff of a school shall consider the needs of students particularly in the following areas when determining the number of teaching staff
 - a. access to media centres, including libraries and computer labs;
 - b. counseling services; and
 - c. student support services.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language

1. Special needs students have the right to all services offered in the District and will receive the same consideration as other students.
2. The District has the right to integrate exceptional children into regular classrooms.
3. The classroom Teacher, parent, Administrative Officer, auxiliary professional personnel and the student (where applicable) shall meet to consider appropriate educational and medical information.
4. In making a decision on the placement of a student to be integrated, the factors to be taken into account shall be:
 - a. the student's educational needs;
 - b. the proposed program for the student;
 - c. class size adjustments;
 - d. access to auxiliary personnel;
 - e. the professional opinion of all Teachers who may be affected; and
 - f. in-service for the receiving Teacher and auxiliary personnel.
5. Individual Education Plans (IEP's) shall be the responsibility of the school-based team and the Teacher.

ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:401 students	Agreement in Committee (1998)
Counsellors	1:609 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:364 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:342 students	Former LOU No. 3 (1999)
English Second Language (ESL)/ English Language Learning (ELL)	1:52.3 ESL/ELL students	Former LOU No. 5 (2000)

ARTICLE D.4 PREPARATION TIME

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

[See also Article D.22 Instructional Time and Preparation Time and Article D.26 Number of Preparations.]

ARTICLE D.5 MIDDLE SCHOOLS

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.

2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
 - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
 - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
 - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

ARTICLE D.6 ALTERNATE SCHOOL CALENDAR

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

8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

ARTICLE D.20 INTENTIONALLY LEFT BLANK

ARTICLE D.21 INTENTIONALLY LEFT BLANK

ARTICLE D.22 INSTRUCTIONAL TIME AND PREPARATION TIME

1. The instructional time shall be twenty-five (25) hours per week for full-time elementary Teachers and twenty-seven and one-half (27.5) hours per week for full-time secondary Teachers.
 - a. At the request of the staff with the support of the administration and with the approval of the District weekly instructional time may exceed the above guidelines (extended day) in order to accumulate additional non-instructional time.
 - b. The use to which this additional non-instructional time shall be put is a joint decision of staff and Administration requiring the approval of both.
2. Instructional time shall be defined as scheduled time spent in the classroom instructing students plus
 - a. homeroom;
 - b. scheduled travel time between classes;
 - c. recess in elementary schools;
 - d. preparation time; and
 - e. other uses permitted by the School Act or Regulations.

3. Preparation time shall be scheduled as follows:
 - a. Twelve and one-half percent (12.5%) of in-classroom instructional time in each timetable week or cycle (one [1] block in eight [8]) for full-time secondary Teachers. The requirement that this preparation time be distributed evenly throughout the year will become effective July 1, 1993. Individual Teachers may elect to opt out of the requirement that preparation time be distributed evenly throughout the school year.
 - b. Preparation time shall be pro-rated for part-time Teachers.
 - c. Except by mutual agreement, the preparation time for full-time Teachers shall be scheduled in modules of not less than thirty (30) minutes.
 - d. It will not be a violation of this agreement if preparation time normally scheduled for a particular day is not received by the Teacher due to the Teacher's absence from school, schools operating for less than a full week, non-instructional days, or early dismissal.
4. Except in emergency situations, Teachers, excluding Teachers-teaching-on-call, shall not be required:
 - a. to perform the instructional duties of a Teacher who is absent; and/or
 - b. to provide classroom supervision to the students of a Teacher who is absent.
5. During the term of the agreement no full-time Teacher will have their instructional time increased.

ARTICLE D.23 REGULAR WORK YEAR FOR TEACHERS

1. The regular work year for Teachers shall include the following working days for Teachers:
 - a. not more than one hundred ninety (190) teaching days, inclusive of the last day of the school year, on which students shall report for only a portion thereof, and
 - b. five (5) non-instructional days as set out in Article F.22, one of which may be utilized for parent-Teacher conferencing.

ARTICLE D.24 SUPERVISION DUTIES

1. Under normal operating conditions Teachers will not be required to perform noon supervision duties.
2. When operating conditions are not normal and additional supervision is required during the noon break, supervision duties may be assigned by the Administrative Officer or their designate.
3. During emergency conditions noon supervision may be organized by the Administrative Officer or their designate.
4. While Teachers are not required to provide noon supervision, the Association recognizes that the Teachers may cooperate in arranging for assistance in supervision for the lunch period.

ARTICLE D.25 EXTRA-CURRICULAR ACTIVITIES

1. Extra-curricular activities include those approved programs and activities of a voluntary nature that are beyond the provincially prescribed and locally determined curricula of the school and the duties of a Teacher as defined by the School Act and Regulations.
2. While the District and the Association agree that extra-curricular activities are an important aspect of school programs for pupils and encourage participation in extracurricular activities, it is recognized that extra-curricular activities are assumed by the Teacher on a voluntary basis.
3. While voluntarily involved in school and/or district sanctioned extra-curricular activities as part of their employment relationship with the Board, Teachers shall be considered to be acting in the employ of the Board.

ARTICLE D.26 NUMBER OF PREPARATIONS

1. In establishing the teaching assignments of secondary Teachers, consideration shall be given to minimizing the number of different courses for which each Teacher shall be required to prepare.
2. Consideration shall be made to place first-year Teachers in courses within their areas of educational specialization.

ARTICLE D.27 HEALTH AND SAFETY

1. The District commits itself to providing facilities that are clean, and in which the temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective learning.
2. The Association shall participate as a member of the District's Safety Committee.
3. Teachers have a duty to render assistance in an emergency.
4. Teachers shall not be called on to administer medication or perform medical procedures on a regular or predictable basis. Exceptional circumstances will be discussed with the Association.

ARTICLE D.28 LOCAL ASSOCIATION INVOLVEMENT IN DISTRICT COMMITTEES

The District shall continue its policy of involving the Association in a variety of advisory and Board committees.

ARTICLE D.29 TEACHERS NEW TO THE DISTRICT

1. Teachers new to the profession shall receive increased professional development considerations.
2. All Teachers new to the staff of the District shall receive, within the first thirty (30) days of commencing duties, an orientation provided by the school's Administrative Officer and the Association.
3. The orientation shall acquaint Teachers with the basic operation of the District and the school, including such expectations and procedures that the Teachers will be expected to meet.

ARTICLE D.30 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS

When school construction or major school renovations are planned, the District shall include Teacher representation in the planning process.

ARTICLE D.31 TECHNOLOGICAL CHANGE

1. For the purposes of this agreement the term "technological change" shall be understood to mean changes introduced by the District in areas of automation, new equipment different in nature, type, application or quantity from that previously utilized, and language of instruction, where such change or changes affect the terms and conditions or security of employment of members of the Association or alters the basis on which the agreement was negotiated.
2. When the District intends to change the manner in which it carries out educational operations and services the District shall request a meeting with the Association to determine whether or not the intended change constitutes a technological change as defined herein.
3. When it is determined that a technological change is to be introduced, the District shall so notify the Association in writing. Such notice shall be given as far as possible in advance of, and at least ninety (90) days before the date on which the introduction of the technological change is intended to take effect.
4. The notice of intent to introduce a technological change shall contain:
 - a. the nature of the change;
 - b. the date on which the District proposes to effect the change;
 - c. the approximate number, type and location of Association members likely to be affected by the change;
 - d. the effects the change may be expected to have on Association members' working conditions and terms of employment; and
 - e. all other pertinent data relating to the anticipated effects on Association members.

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

5. When the District has notified the Association of its intention to introduce a technological change, the parties shall meet within the next thirty (30) days to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the District to protect the Association members from any adverse effects. Such agreement may include:
 - a. the provision of training or retraining to one or more Association members;
 - b. the transfer or reassignment of Association members to other assignments; and/or

- c. the entering into of letters of agreement protecting Association members from anticipated health and safety effects.
6. When the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a Letter of Agreement between the parties and such letters of agreement shall have the same effect as the provisions of the existing agreement and shall be subject to the grievance procedure.
7. Where the parties are unable to agree on appropriate solutions to the problems arising out of intended technological change, the matter shall be referred to Article A.6 (Grievance Procedure).

ARTICLE D.32 INTENTIONALLY LEFT BLANK

ARTICLE D.33 STAFF MEETINGS

1. The right of Administrative Officers to schedule staff meetings is recognized.
2. Such meetings shall, wherever possible, be scheduled in advance, on regular dates, include items submitted by staff members, and have meeting minutes circulated to staff.
3. Part-time and itinerant Teachers shall attend staff meetings whenever practicable.
4. The school staff Representative, elected in accordance with local Association procedures, shall be allocated time at school staff meetings.

ARTICLE D.34 TTOC WORKING CONDITIONS

1. A teacher teaching on call (TTOC) will not be expected to do supervision duty at the commencement of any teaching assignment.
2. During any non-instructional time that is in excess of the scheduled preparation time provided to the regular Teacher, the TTOC may be assigned additional duties including the duties of another Teacher.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

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

- f. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

2. Definitions

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

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

3. Resolution Procedure

a. Step 1

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

b. Step 2

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

c. Step 3

- i. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.3.b.i. The employer may request further particulars from the complainant. Upon the conclusion of such a review, the employer shall:
 - (1) initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.3.c.iii below, or;
 - (2) recommend mediation or other alternative disputes resolution processes to resolve the complaint.

- ii. Should the complainant not agree with the process described in Article E.2.3.c.i(2), the employer shall initiate an investigation. The employer shall provide notice of investigation.
- iii. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.
- iv. The complainant may request:
 - 1. that the investigator shall be of the same gender as the complainant; and/or
 - 2. An investigator who has Aboriginal ancestry, and/or cultural knowledge and sensitivity if a complainant self-identifies as Aboriginal.

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

4. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
 - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.

- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

5. Informal Resolution Outcomes

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

6. Training

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

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This

awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

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

ARTICLE E.20 POSTING AND FILLING VACANT POSITIONS

- 1. Prior to a position being posted consideration will be given to candidates in the following order of priority:
 - a. first within the geographical areas known as the “zones”;
 - i. reassignment of continuing teachers of that school or teachers returning to their assignment after completion of a leave of absence of up to one year,
 - ii. reassignment of teachers returning from a leave of absence of more than one year, administrative officers returning to full-time teaching, teacher transfers, or teachers on the recall list
 - b. after all teachers within a zone described by the provisions in a, i and ii above have been assigned to positions for which they are qualified, the teachers employed in other zones within the district shall be considered for positions for which they are qualified in the following order of priority.
 - i. reassignment of continuing teachers or teachers returning to a position after completion of a leave of absence of up to one year,

- ii. reassignment of teachers returning from a leave of absence of more than one year, administrative officers returning to full-time teaching, teacher transfers, or teachers on the recall list
2. Reassignment shall be based on the qualifications, training, experience, equitable distribution of workload, personal preference of the Teacher and the overall educational requirements of the school.
3. In this Article "vacancy" means an existing or newly created teaching assignment or position to which a Teacher is not assigned following the completion of item 1 above, and which the District intends to fill.
4. During the school year notification of all vacancies and new positions of twenty days duration or longer shall be:
 - a. posted in all schools of the District for a period of seven calendar days.
 - b. sent to all Teachers-teaching-on-call.
5. Consideration for Teachers with Term Appointments

After a position has been posted, consideration will be given to applicants within the zone, who have completed more than ten months of cumulative service with the district on temporary appointments within the past four years. Such consideration shall be given first to teachers within the zone, then to teachers from other zones within the district.
6. "Consideration" in item 5 shall be deemed to include an application review and an interview. Provided that these two requirements are met, the District will not be in violation of its obligations pursuant to any clauses that contain provision for "consideration".
7. If a position remains vacant after consideration of applicants from within the District, the position may be advertised outside the District.
8. In order to preserve the continuity of the Teacher/Pupil relationship, Teacher assignments as of September 15 will continue in place for the remainder of the school year except for the following circumstances:
 - a. the Superintendent determines the change in assignment provides an overall education advantage to the school and/or District;
 - b. budgetary or other considerations require the elimination of a position, the reassignment and/or the transfer of a Teacher,

- c. a qualified temporary or continuing part-time Teacher wishes to expand the number of their teaching hours and the Superintendent determines that such additional assignment is appropriate;
 - d. the Teacher resigns by giving at least thirty days written notice;
 - e. the Teacher is released for just and reasonable cause.
9. Vacancies that occur after the beginning of the school year will be filled on a temporary basis.
 10. Applicants will be advised of the status of their application as soon as possible after it is known.
 11. Members of the teaching staff of the District who have their request for transfer, reassignment or appointment refused will, upon request, promptly be given in writing, reasons for such refusal.
 12. When the Teacher is of the opinion that the reasons given for the refusal for a request for transfer, reassignment or appointment are insufficient, the Teacher may appeal the decision to the Liaison Committee within ten days of receiving the written reasons for refusal. The Teacher may also pursue the matter through the Grievance Procedure.

ARTICLE E.21 ASSIGNMENT IN SCHOOL

1. Assignments within a school shall be based upon the qualifications, training, experience, performance in relation to available positions, equitable distribution of workload, personal preference of the Teacher and the needs of the school and the students. Special consideration will be given to the assignments of beginning Teachers.
2. Assignments will not be made for arbitrary or discriminatory reasons.
3. The teaching staff shall be consulted concerning timetable scheduling options prior to assignments being finalized.
4. Teachers shall be advised not later than June 15 of the proposed school timetables and assignments for the next school year, save when they are not known by the Administrative Officer due to circumstances not reasonably known to the District. If a change in assignment is made, the Teacher will be notified as soon as it is known.
5. Where a Teacher is reassigned to an assignment involving a significantly different grade level, subject area or specialty, the District shall provide adequate support, commensurate with the degree of change of assignment.

ARTICLE E.22 OFFER OF APPOINTMENT TO THE DISTRICT

1. Offers of appointment may be made by the Superintendent, Secretary-Treasurer, or an Administrative Officer.
2. Offers may be made verbally and are binding if verbal acceptance is received within forty-eight (48) hours.
3. Confirmation of appointment will be made with Contracts of Employment.

ARTICLE E.23 TEACHER TRANSFERS

1. Teacher initiated transfers:
 - a. Continuing Teachers who wish to apply for a transfer shall forward a written application to the Superintendent by March 15 indicating their preferences as to schools, levels and courses.
 - b. Teachers shall be advised of the status of their transfer request not later than June 1.
 - c. If a request for transfer is not granted, a Teacher shall not be reassigned as a result of applying for a transfer.
2. District initiated transfers:
 - a. The Superintendent or designate intending to recommend a transfer of a Teacher shall meet with and inform the Teacher of the nature of the proposed transfer and the reasons for it, at least seven (7) days prior to the recommendation being placed before the Board. The Teacher shall have the right to be accompanied by a member of the Association.
 - b. Within seven (7) days of being notified that the decision to recommend a transfer is confirmed the Teacher shall have the right to meet with the Board with an Association representative present.
 - c. A Teacher may agree to waive the time lines mentioned in items 2a. and 2b.
 - d. Transfers initiated by the District shall be completed no later than June 15 in a school year for the next school year, as far as practicable.
 - e. Where the District initiated the transfer of a Teacher to an assignment involving a significantly different grade level subject area or specialty, the District shall

provide adequate support, commensurate with the degree of change of assignment.

- f. If a District initiated transfer results from the reduction of a teaching position in a school the transfer shall be effected in reverse order of District seniority of the Teachers in that school consistent with the terms of Article C.2 Seniority and Article C.5 Layoff, Recall, Severance Pay.
 - i. A Teacher who is transferred under the terms of this Clause shall, during the following two (2) years, be offered priority of transfer to future vacancies in their existing grade level or subject/specialty area, second only to Teachers entitled to priority on returning from leave, unless the Teacher returning from leave otherwise agrees.
 - ii. A Teacher who is transferred under this clause prior to October 1 shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize. A Teacher may refuse a transfer, and elect to be placed on the recall list.
- g. Any Teacher who has been transferred at District request shall not be subject to a further transfer without agreement of the Teacher for three school years.
- h. A Teacher who believes they are being transferred for insufficient or improper cause can pursue the matter through the provisions of Article A.6 (Grievance Procedures).

ARTICLE E.24 NO DISCRIMINATION

1. There will be no discrimination against any applicant to a position covered by this agreement or against any member of the bargaining unit on the basis of race, color, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, whether they have children, or because they are participating in the activities of the Association, carrying out duties as a representative of the Association, or involved in any procedure to interpret or enforce the provisions of this agreement.
2. The District does not condone and will not tolerate any expression of racism.
3. The District does not condone and will not tolerate any written or verbal expression of sexism.

ARTICLE E.25 PERSONNEL FILES

1. There shall be only one personnel file for each Teacher, maintained at the District office. Any file relating to a Teacher kept at the Teacher's place of employment shall be consolidated with the District file when the Teacher leaves that place of employment.
2. After receiving a request from a Teacher, the Superintendent, in respect of the District file; or the Administrative Officer of the school, in respect of any school file, shall forthwith grant access to that Teacher's file.
3. An appropriate District official shall be present when a Teacher reviews their file, and the Teacher may be accompanied by an individual of their choosing.
4. The District agrees that only factual material and material relevant to the employment of the Teacher shall be maintained in personnel files. A Teacher shall have the right to submit a written comment on any material contained in their personnel file. Such comments and any supporting documentation the Teacher submits shall be attached to and filed with all copies of the material.
5. Where material critical of the Teacher, or in the nature of a reprimand, is placed in the District or school file, the Teacher may request to have the material removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed.
6. A Teacher shall be informed by the District if any material critical of that Teacher is placed in their file. The Teacher and the Association shall receive a copy of the material.
7. Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate officials of the School District.

ARTICLE E.26 SCHOOL ACT APPEALS

1. Before hearing any appeal, the District will encourage the parties to solve the problem at the level closest to its origin.
2. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and/or District By-law of a decision of a Teacher, or in connection with or affecting such Teacher:
 - a. the Teacher and the Association shall be immediately notified of the appeal and shall be entitled to receive all documents related to the appeal;

- b. the Teacher 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 Association; and
 - c. the Teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.
3. The District will refuse to hear any appeal which does not comply with its Appeal Bylaw.
4. No decision or by-law of the District shall deprive the Teacher of any right, benefit or process otherwise provided by law.

ARTICLE E.27 FALSELY ACCUSED TEACHER ASSISTANCE

1. When a Teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and,
 - a. an arbitrator considering the dismissal or discipline of the Teacher finds for the Teacher, or
 - b. the Teacher is charged but not convicted of criminal offenses in relation to the accusation; the Teacher shall be entitled to assistance from the Board as provided for in this Article.
2. The Teacher, together with the Superintendent of Schools, the Board and the President of the Association shall establish a plan of assistance to facilitate the Teacher's successful return to work.
3. Such assistance could include individual/family counseling, short-term paid leave of absence for the Teacher, position transfer, and upon request by the Teacher, provision of factual information to parents and students.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 EDUCATIONAL CHANGE

1. Prior to any significant educational change, a District Implementation Committee shall investigate, analyze and make recommendations to the Board respecting the implementation of the educational change and provide information to Teachers on the Committee's activities. Such recommendations may include but not be limited to resources, time, in- service, retraining, piloting and criteria for measuring success of the implementation.
2. The Committee shall have District and Teacher representatives. The Teacher representatives shall not be in a minority.
3. Subcommittees responsible to the District Implementation Committee shall be established, as required, to pursue various components of the educational change and shall report their findings and recommendations back to the District Implementation Committee.
4. It is recognized that the Teacher is the key agent of educational change.
5. The District Implementation Committee shall decide if an issue represents significant educational change.
6. When major educational change is being initiated by the School District, it shall be the responsibility of the District to provide in-service for Teachers and to facilitate implementation of the new curriculum.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT

The District shall provide a fund to the Association calculated on the basis of \$255/FTE Teacher at September 30. It is agreed that the Association will administer the fund and will present a statement to the District by June 30 of each year.

ARTICLE F.22 NON-INSTRUCTIONAL DAYS

1. A minimum of five (5) non-instructional days shall be available to each Teacher during the school year.
2. Non-instructional days shall be considered as instructional days for salary purposes.

3. Professional development activities shall be planned by school staff and administration jointly. The Association may request of the District and shall be granted a District-wide professional development day and an RSA (Regional Specialist Association) day which shall be two (2) of the five (5) days provided in Clause 1 above.
4. The dates for the non-instructional days will be set by the Board after agreement with the Association.

ARTICLE F.23 SCHOOL ACCREDITATION

1. Each school should take part in the accreditation process once every six (6) years.
2. Teachers will be provided with sufficient time and resources to appropriately participate in the accreditation process.
3. Recommendations which emerge from the accreditation process will be forwarded, through the Superintendent, to the Board along with an action plan for implementation.

ARTICLE F.24 PROFESSIONAL AUTONOMY

1. Teachers shall, within the bounds of the prescribed and authorized curricula, and District program requirements, and consistent with legislation and effective educational practice, have individual professional autonomy in determining the methods of instruction and the planning, presentation, and evaluation of course materials in the classes of pupils to which they are assigned.
2. Notwithstanding the provision of this Article, the Board retains the right to evaluate its Teachers in accordance with the provisions of this agreement.

ARTICLE F.25 REIMBURSEMENT FOR CLASSROOM MATERIALS PAID BY TEACHERS

1. Where applicable teachers shall be informed by their administrative officer of their annual budget(s) for classroom materials at their worksite(s), and processes for approval and reimbursement.
2. Teachers will be reimbursed by the District for materials the teacher purchases for use in the classroom as approved by the administrative officer.
3. Teachers may obtain details of account balances and remaining funds by making a request to the administrative officer.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

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

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

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

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

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

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

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

[See also Article G.24 Serious Family Illness Leave for short term compassionate leave of up to three days.]

ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES

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

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

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

ARTICLE G.4 BEREAVEMENT LEAVE

1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family. **[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 clauses 1 and 2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of this clause “family member” means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
 - b. in relation to an employee's spouse or common-law partner or same-sex partner:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

[See also Article G.4.6.]

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

Local Provisions:

5. Additional leave beyond those days granted under Article G.4.1 shall be granted upon request. The District shall deduct substitute costs for these additional days.
6. A Teacher shall be granted up to one-half (1/2) day paid leave of absence to attend the funeral of a relative not listed in Article G.4.1. See also Article G.4.3 for additional unpaid leave.
7. A Teacher shall be granted up to one-half (1/2) day paid leave of absence to attend the funeral of a friend.

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

1. a. Any union member shall be entitled to a leave of absence with pay as authorized by the local union or BCTF and shall be deemed to be in the full employ of the board.

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.
2. The local or BCTF shall reimburse the board for 100 per cent of such salary, benefits, pension contributions and all other contribution costs upon receipt of a monthly statement.
3. Where a Teacher Teaching on Call (TTOC) replaces the member on union leave, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the TTOC.
4. Where a non-certified replacement is used, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the replacement.
5. Where teacher representatives are requested by the board to meet on union-management matters during instructional time, representative(s) shall be released from all duties with no loss of pay.

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

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

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

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

Elected union officer release

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

[See also Article G.27 Leave for BCTF and CTF Business.]

ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS

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

ARTICLE G.8 TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM

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

ARTICLE G.9 TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE

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

ARTICLE G.10 TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES

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

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

- d. Adoption Leave (beyond entitlement under Employment Standards Act [ESA])
- e. Compassionate Care Leave

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

ARTICLE G.11 CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

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

ARTICLE G.20 SICK LEAVE

1. It is recognized that the purpose of sick leave is to provide sick leave benefits as set out in this Article to Teachers who are unable to work due to illness of the Teacher.
2. Sick leave is earned at the rate of one and one-half (1-1/2) days for each month taught by the Teacher in the service of the District, to a maximum of fifteen (15) days per school year.
3. Unused sick leave credits earned in the employ of the District will continue to accumulate.
4. Part-time Teachers shall accumulate sick leave in proportion to the percentage of time that they teach.
5. Any days during which the Teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the Teacher to a maximum of 120 days in any one school year.
6. There is no maximum to the number of days of sick leave that may be accumulated.
7. Fifteen (15) days of sick leave shall be available to each Teacher at the beginning of the school year.
8. Teachers commencing employment with the District during the year shall have available to them the quota of sick leave benefits which would accrue to them for the balance of the school year.

9. Each month during the School year each Teacher shall receive a report of their accumulated sick leave as at the beginning of that month.
10. If a Teacher ceases to be employed by the District prior to the end of a school year, any sick leave days which were used but not earned shall be repaid to the District by the Teacher.
11. Teachers may be required to provide a medical certificate in relation to any absence due to illness.
12. a. Any Teacher who has left the employ of the District and is subsequently rehired shall have their accumulated sick leave credit reinstated except for unused sick leave that was previously ported from SD No. 06 to another district, pursuant to PCA Article G.1.

b. Pursuant to PCA Article G.1, an employee who is rehired to SD No. 06 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.

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

ARTICLE G.21 PREGNANCY AND PARENTAL LEAVE AND SEB PLAN

1. The purpose of this leave is:
 - a. to afford a pregnant Teacher security of position while allowing suitable time free of duty; and
 - b. to ensure, for the school and the children, the least disruption of educational service during the school year.
2. A Teacher granted leave shall be issued with a record of employment by the District (to qualify for EI benefits).
3. Pregnancy leave:
 - a. A pregnant Teacher shall be granted upon request pregnancy leave in accordance with the *Employment Standards Act* of British Columbia, R.S.B.C. 1996. c. 114.
 - b. When a teacher has been granted pregnancy leave, the District will pay its share of all benefit premiums during the period of the leave if the Teacher makes suitable arrangements for the contribution of their share of the premiums.
 - c. A Teacher employed on a temporary appointment shall make leave arrangements within the term of the appointment.

- d. Pregnancy leave shall be counted for salary purposes as teaching service with the District.
 - e. Teachers shall be entitled to all provisions of Part 6 of the Employment Standards Act.
4. Parental leave:
- a. Parental leave shall be granted upon request in accordance with the *Employment Standards Act* of British Columbia, RSBC 1996, c. 114.
 - b. When a Teacher has been granted parental leave, the District will pay its share of all benefit premiums during the period of the leave if the Teacher makes suitable arrangements for the continuation of their share of the premiums.
 - c. Parental leave shall be counted for salary purposes as teaching service with the District.
5. If, at the end of the agreed upon period of leave, the Teacher is unable to return to duty because of ill health, the Teacher shall present the District with an acceptable medical certificate and shall qualify for their sick leave provisions.
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 for in this Article. Such early return shall be with the approval of the Superintendent.
 - b. The Teacher wishing to make an early return shall notify the District as soon as possible.
7. In the case of adoption, a parent employed by the District shall be granted unpaid leave equivalent to pregnancy leave to care for the child provided the other parent is unavailable or unable to provide such care.
8. Assignment
- a. A Teacher returning from pregnancy leave within a school year shall be reassigned to the same position held prior to the leave.
 - b. A Teacher returning from parental leave shall be assigned to a similar position with the District where it exists.
9. Application for any leave under this Article shall be submitted in writing to the Superintendent.

10. Where the mother becomes disabled or dies before the birth of the child and a male Teacher qualifies for benefits under the Employment Insurance Act (spousal maternity benefits) the provisions of the Article shall, upon request, be granted to him.
11. Supplemental Employment Benefits on Pregnancy Leave.
 - a. When a pregnant Teacher takes a pregnancy leave to which they are entitled pursuant to the Employment Standards Act, the Board shall pay the Teacher.
 - i. seventy-five percent (75%) of their current salary for the first two (2) weeks of the leave; and,
 - ii. when the Teacher is eligible to receive EI maternity benefits, the difference between seventy-five percent (75%) of their current salary and the amount of EI maternity benefits received by the Teacher for a further fifteen (15) weeks.

ARTICLE G.22 PARENTHOOD LEAVE

1. A Teacher with a dependent child shall be granted one parenthood leave of absence per dependent child to be taken without pay for a stated period of time as requested by the Teacher, up to a maximum of thirty (30) consecutive school months plus whatever additional time is required so that the teacher returns to duty at the next natural break (i.e. the commencement of a term or semester, or after a school break).
2. Parenthood leave does not need to be taken as an extension of pregnancy or parental leave.
3. If taken at a time that does not follow parental leave, parenthood leave shall commence only with the commencement of a term or semester or after the spring break. In emergency situations the Teacher's application for leave will be considered on shorter notice.
4. Parenthood leave shall be granted to either parent if both are Teachers in the District.
5. Parenthood leave shall also be granted in the case of adoption or legal guardianship.
6. A Teacher granted parenthood leave will return to the same teaching position provided they return the following September. Otherwise, the Teacher will be assigned to a reasonably comparable teaching position in the District if such is available.
7. If parenthood leave is taken immediately after the pregnancy/parental leaves, the District will pay its share of all benefits premiums if the Teacher makes suitable arrangements for the continuation of their share of the premiums for the first two months of parenthood leave. After the first two months of parenthood leave, benefits for those on parenthood leave wishing to maintain them, shall be paid entirely by the Teacher. If parenthood

leave is taken at a time not following pregnancy/parental leave, benefits, for those on parenthood leave wishing to maintain them, shall be paid entirely by the Teacher.

8. Use of Sick Leave:

If, at the end of the agreed-upon period of leave, the Teacher is unable to return to duty because of ill health, they shall present the District with an acceptable medical certificate and shall qualify for their sick leave provisions.

9. Applications for annual leaves (full or partial), beginning in September, must be submitted to the Superintendent of Schools, in writing, no later than March 15 of the preceding school year, indicating the amount of FTE or number of days requested. For all other parenthood leave applications, a minimum of two (2) school months notice must be given. In emergency situations the Teacher's application for leave will be considered on shorter notice.

ARTICLE G.23 PATERNITY LEAVE

On the birth of a child or in the case of adoption or legal guardianship, the Teacher may apply for and shall be granted paternity leave with pay up to a maximum of three (3) days, and an additional two (2) days at substitute cost.

ARTICLE G.24 SERIOUS FAMILY ILLNESS LEAVE

1. In the case of serious illness in the immediate family of a Teacher, the Teacher shall be entitled, after notifying their supervisor, to use up to a maximum of three (3) days paid leave at any one time for this purpose.
2. Additional leave may be granted upon request by the Teacher at substitute costs.
3. "Serious Illness" means an illness which the attending physician considers sufficiently severe to require the applicant's presence at the bedside.

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

ARTICLE G.25 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS

The District shall grant leave of absence with pay to any Teacher summoned for jury duty or required to attend any legal proceedings by reason of subpoena. A Teacher on such leave shall pay over to the District, any sums received for jury duty or witness fees, exclusive of parking costs, traveling costs or meal allowances.

ARTICLE G.26 LEAVE FOR ELECTIVE OFFICE AND COMMUNITY SERVICE

1. When a Teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, they shall be given leave of absence without pay during the election campaign. Should the Teacher be elected as a Member of Parliament or a Member of the Legislative Assembly, they shall be granted a long-term leave of absence for the period of the elected office.
2. Teachers elected or appointed to municipal or regional district offices or to public boards shall be granted leave of absence with pay, up to a maximum of five (5) days in any one school year, and an additional two (2) days at the cost of a substitute. Any further days that the Teacher requires to fulfill the obligations of a public office will be granted at the deduction of a day's pay for each day.

ARTICLE G.27 LEAVE FOR BCTF AND CTF BUSINESS

1. Subject to operational requirements as determined by the Superintendent and provided that adequate notice is given, leave of absence with pay and without loss of seniority shall be granted:
 - a. to a Teacher who is a member of a committee or task force of the Canadian Teachers' Federation ;

The Association will reimburse substitute cost of leaves for Canadian Teachers' Federation business.
2. Teachers and/or Staff Representatives of the Association shall arrange, where possible, to conduct grievance investigations and other Association business in such a manner as not to disrupt classroom or other instruction.
3. Where a Teacher is requested by the District to meet on Association-District matters, they shall suffer no loss of pay for time so spent.
4. Staff Representatives shall be relieved of instructional duties in accordance with Article G.6 to be present at any meeting between an Administrative Officer and a Teacher when such presence has been requested by either party under the terms of this agreement.

5. In the event that a Teacher covered by this agreement is elected to a full-time position as an officer of the Federation, or is appointed on a term contract of employment to the administrative staff of the Federation, or seconded to the Federation, leave of absence without pay shall be granted for the duration of the first term of such appointment. The Teacher shall be entitled, on written notice at least three (3) months prior to the commencement of a school term, to return to employment with the District effective the commencement of that term, and shall be entitled to an assignment comparable to that previously held.

[See also Article G.6 Leave for Union Business.]

ARTICLE G.28 WCB LEAVE WITH PAY

1. Where a Teacher suffers from a disease or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and they gain compensation under the Workers' Compensation Act, they shall not be required to use their sick leave credits for time lost.
2. Any money received by a Teacher by way of compensation for loss of wages under the said Act shall be paid to the District in return for which the District shall pay the Teacher the full amount of their wages to which they would have been otherwise entitled but for the disability suffered or incurred.
3. Compensation does not include disability pension or other final settlement award arising from such disability. Compensation means periodic time loss payments during the period of temporary disablement.

ARTICLE G.29 PERSONAL LEAVE

1. Subject to the approval of the Superintendent, a Teacher may be granted one (1) day's personal leave in any school year with no deduction of pay. Such leave will be granted only if the circumstances of the school staffing at that time permits, and no more than five (5) Teachers shall be permitted personal leave on any one day.
2. Additional leave without pay may be considered. The salary deduction for each day of absence shall be one day's pay.

ARTICLE G.30 DEFERRED SALARY LEAVE

1. The District shall offer a Deferred Salary Leave Plan which will be administered by Concentra Financial and Cumis Retirement Services, or by another mutually agreed-upon financial institution(s).
2. On return from leave, the Teacher shall be assigned to the same assignment held prior to taking the leave, a similar assignment within the same school, or another position that is mutually agreed upon.

ARTICLE G.31 EXAMINATIONS AND CONVOCATIONS

The District shall grant two (2) days paid leave of absence per year to a Teacher to attend their examination or convocation.

ARTICLE G.32 EMPLOYMENT INTERVIEW

The District shall grant two (2) days paid leave of absence to a Teacher per year to attend out-of-district interviews.

ARTICLE G.33 SHORT-TERM EMERGENCY LEAVE

Short-term emergency leave shall be granted by the Superintendent or their designate, to a maximum of three (3) days with pay in a given school year. Application for such leave should be made through the Teacher's Administrative Officer.

An emergency for the purpose of this leave is defined as critical circumstances beyond the control of the applicant and beyond their power to anticipate or prepare for.

ARTICLE G.34 OUT-OF-TOWN MEDICAL/DENTAL LEAVES

1. A Teacher who has been referred by their local doctor or dentist to an out-of-town specialist, shall be entitled to attend the resulting appointments and have the time absent deducted from the teacher's sick leave accumulation.
2. When the referral has been made for a Teacher's spouse or dependent child and it is necessary for the Teacher to accompany the spouse or child to the appointment, days of absence up to five (5) in one (1) year will be granted and charged against the Teacher's sick leave accumulation. Days required in excess of five (5) will be granted with the Teacher paying the cost of a Teacher-teaching-on-call.

ARTICLE G.35 LONG-TERM PERSONAL OR PROFESSIONAL LEAVE

1. Full year leaves of absence will normally be considered only for the school year. Applications for such leaves of absence, or extension to existing leaves, should be submitted to the Superintendent of Schools, in writing, no later than March 15. Should a leave be necessary in mid-year, written applications should be submitted to the Superintendent no later than October 31.
2. Personal and professional leaves shall normally be granted for a period of one (1) year, and shall be without salary.
3. Applications for leave of absence will be considered as soon as possible after the submission deadlines by the Liaison Committee. Requests for any extensions of existing leaves will be considered at that time. The Liaison Committee will use seven percent (7%) of the District's teaching staff as a guideline to determine the number of leaves that it would recommend.


The Liaison Committee shall make its recommendation promptly to the Board.

4. The Liaison Committee will consider the following when reviewing the applications for leave of absence (not necessarily in priority order):
 - a. length of service with District (longer service will have priority);
 - b. the reason for the absence. Preference may be given to candidates seeking to upgrade their qualifications in areas related to their present or future teaching careers;
 - c. the date the application was submitted (other things being equal, those who applied earliest may receive prior consideration);
 - d. the interval since an individual was last on leave and the frequency of previous leaves an individual has received; and
 - e. any other relevant information submitted by the applicant.
5. Leave of absence is granted under the following conditions:
 - a. the Teacher shall be guaranteed re-employment in the District following completion of the leave;


- b. when the Teacher on leave of absence indicates in writing, at least three (3) school months prior to the expiration of the leave (i.e. March 31 for full school year leaves), a desire to return to the same position they left, they shall be entitled to re-employment in the same position held prior to the leave, unless that position no longer exists;
 - c. Teachers on leave of absence who do not indicate by March 31 their intentions to return shall be considered to be on leave of absence from the District;
 - d. Teachers who do not indicate their intentions thirty (30) school days prior to the expected date of return to work may be considered to have resigned from the District;
 - e. where it is not possible to place the Teacher in the same position, the provisions of Article E.20 shall apply. The Board reserves the right to assign a Teacher to any position in the District for which its representatives deem the Teacher to be qualified; and
 - f. leaves of absence longer than one (1) year shall be from the District only and not from the position last held.
6. The Teacher returning from leave of absence shall have seven (7) calendar days in which to accept an assignment.
7. Leave of absence shall be without salary. The Teacher on leave may make application through the Board Office to maintain fringe benefits, with the Teacher paying both Board and Teacher contributions.
8. Where circumstances warrant it, the Board may extend leaves of absence on the recommendation of the Superintendent of Schools at any time, and without regard to the above regulations.

SIGNATURES

Signed at _____, British Columbia, this 19~~th~~ day of January, 2022



Karen Shipka, Superintendent
School District No. 06 (Rocky Mountain)



Caroline Carl, President
Rocky Mountain Teachers' Association


Steve Wyer, Assistant Superintendent
School District No. 06 (Rocky Mountain)


Greg Murray
Rocky Mountain Teachers' Association


Sally Struthers
Rocky Mountain Teachers' Association


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


Teri Mooring, President
British Columbia Teachers' Federation

APPENDIX A: BENEFITS SUMMARY CHART

Benefit Type	Brief Summary	Board Portion	Employee Portion	Compulsory/ optional	Taxable
MEDICAL COVERAGE	Basic provincial medical provided by Medical Services Plan of BC	80%	20%	Coverage is compulsory unless already covered under spouse's plan.	yes
EXTENDED HEALTH CARE	See LOU NO. 9	80%	20%	Coverage is optional; carrier is Pacific Blue Cross. Claim forms for reimbursement are available at the schools, District Administration Office or online.	no
DENTAL PLAN	Plan "A" - Basic services covered 100%. Plan "B" - Prosthetic appliance, crown and bridge covered 50% (Effective July 1, 2018, major dental services coverage increases to 60%). Plan "C" - Orthodontics covered 50% (lifetime limit of \$1,500) (Effective July 1, 2015, orthodontic services coverage increases to seventy-five percent (75%) and lifetime limit increases to \$5,000 .)	80%	20%	Coverage is optional; carrier is Pacific Blue Cross. Claim forms for reimbursement are available at the schools, District Administration Office or online.	no
BASIC LIFE INSURANCE PLAN	Coverage based on age and salary.	80%	20%	Coverage is a condition of employment. Current carrier is Sun Life of Canada.	yes
OPTIONAL GROUP LIFE INSURANCE	Additional life insurance through Sun Life. Coverage based on age & risk factors.		100%	Optional at the employee's discretion.	no
VOLUNTARY ACCIDENT INSURANCE	Offered through AXA, Assurances, Inc.		100%	Optional at the employee's discretion	no

TEACHERS' PENSION PLAN	Teachers' Pension Plan bases contributions on earnings.	As per TPP contribution guidelines	As per TPP contribution guidelines	Contributions are compulsory.	no
SALARY CONTINUANCE	Salary Indemnity Fund administered by the BCTF.		100%	Condition of employment, rate is percentage of gross earnings as determined by the BCTF.	no

PLEASE CHECK YOUR BENEFIT BROCHURES, CONTACT THE HUMAN RESOURCES DEPT. OR CHECK ONLINE FOR FURTHER INFORMATION
(Benefits website available from the Human Resources Dept.)

LOCAL LETTERS OF UNDERSTANDING

RMTA Letter of Understanding

Posting and Filling

June 28, 2005

Local Letter of Understanding

BETWEEN:

The Rocky Mountain Teachers' Association
(hereinafter called the "Association")

AND:

The Board of Education of School District
No. 6 (Rocky Mountain)
(hereinafter called the "Board")

AND:

The B.C. Teachers' Federation
(hereinafter called "BCTF")

AND:

The B.C. Public School Employers'
Association
(hereinafter called "BCPSEA")

In accordance with Section E: Personnel Practices, Article E.20 – Posting and Filling Vacant Positions, both parties have agreed to the following process in regards to recall:

1. Positions are posted in all schools district wide.
2. Written application is required from all applicants, except Recall teachers within the zone where the position is posted.
3. The position is filled with the most senior qualified teacher (on the Recall list) within the zone where the position is posted.
4. If no qualified teacher (on the Recall list) within the zone where the position is posted, it is then offered to the most senior qualified teacher in the other zones.
5. If no qualified teacher (on the recall list) within the other two zones, it is then filled as per Article E.20.

ON BEHALF OF SCHOOL DISTRICT NO.
6 (ROCKY MOUNTAIN

"Len Luders"
Director of Human Resources

ON BEHALF OF THE B.C. PUBLIC
SCHOOL EMPLOYERS' ASSOCIATION

"Hugh Finlayson"

ON BEHALF OF THE ROCKY
MOUNTAIN TEACHERS' ASSOCIATION

"Jerelynn MacNeil"
President

ON BEHALF OF THE B.C. TEACHERS
FEDERATION

"Irene Lanzinger"

Memorandum of Understanding

BETWEEN:

The Rocky Mountain Teachers' Association Interim Council
(hereinafter called the "Association")

AND:

The Board of Education of School District No. 6 (Rocky Mountain)
(hereinafter called the "Board")

WHEREAS the parties to this agreement have discussed the need to designate the work site of the Adult Instructors;

AND WHEREAS the resolution herein contained shall provide the necessary assurances to third party organizations who have Continuing Education programs operated on site.

NOW THEREFORE, in consideration of the premises and of the covenants herein contained, the parties hereto mutually agree with each other as follows:

1. Designation of Work Site

- 1.1 For the purpose of Section 65 – Picketing of the *Labour Relations Code*, the parties agree that the work site for the Continuing Education Adult Instructors, who are included in the variance to the Bargaining Certificate dated November 21, 1996, shall be deemed to be the Continuing Education Building located at 570 Marks Street in Kimberley, BC.

2. Job Action

- a. It is agreed that third party organizations, who have Adult Instructors working on site, will not be picketed or have normal operations impeded by job action, including a strike or lockout, on the part of employees of School District No. 6 (Rocky Mountain). In the event job action is taken, and the Adult Instructors are included in such job action, the parties agree that the Continuing Education Building will be the location of such job action.
- b. The Board agrees that in the event job action is taken, and the Continuing Education Adult Instructors are included in such job action, any program being operated on the site of a third party organization, shall discontinue operation while the Continuing Education Building is being struck.

Signed this 26th day of March, 1998 on behalf of:

**ON BEHALF OF SCHOOL DISTRICT
NO. 6 (ROCKY MOUNTAIN**

“Dick Chambers”
Superintendent of Schools

“Russell Horswill”
Director of Human Resources

**ON BEHALF OF THE B.C. PUBLIC
SCHOOL EMPLOYERS’ ASSOCIATION**

“Hugh Finlayson”

**ON BEHALF OF THE KIMBERLEY
DISTRICT TEACHERS’ ASSOCIATION**

“Dean Chatterson”
President

“Karen Barraclough”
Bargaining Chair

**ON BEHALF OF THE B.C. TEACHERS
FEDERATION**

“Kit Kreiger”

**RMTA Letter of Understanding
Work Beyond the School Year**

June 19, 2009

Local Letter of Understanding

BETWEEN:
The Rocky Mountain Teachers' Association
(hereinafter called the "Association")

AND:
The B.C. Teachers' Federation
(hereinafter called "BCTF")

AND:
The Board of Education of School District
No. 6 (Rocky Mountain)
(hereinafter called the "Board")

AND:
The B.C. Public School Employers'
Association
(hereinafter called "BCPSEA")

When the Board requests that work be performed beyond the school year as described in Article B.29 – Payment for Work Beyond Regular Work Year, the Board and the Local agree:

1. that such work shall be with the Teacher's agreement i.e. the teacher shall be asked, but may refuse the work.
2. that the teacher shall be given the choice of either:
 - a. pay as provided in Article B.29.5, or, as an alternative,
 - b. time off during the regular school year in lieu of the time worked beyond the regular year, to a maximum of five (5) days.
3. that if the teacher elects time off in lieu as described in 2.b above, then:
 - a. such time must be taken by the teacher by June 30 of the school year during which the time was worked.
 - b. such time will be scheduled in consultation with the principal.
4. that any time off unused by the teacher shall be paid out pursuant to Article B.29.5 upon the request of the teacher, provided the request is received by June 30 of the school year during which the time was worked.

ON BEHALF OF SCHOOL DISTRICT NO.
6 (ROCKY MOUNTAIN

ON BEHALF OF THE ROCKY
MOUNTAIN TEACHERS' ASSOCIATION

"Paul Carriere"
Assistant Superintendent
Date June 19, 2009

"Jerry McMahon"
President
Date June 19, 2009

ON BEHALF OF THE B.C. PUBLIC
SCHOOL EMPLOYERS' ASSOCIATION

ON BEHALF OF THE B.C. TEACHERS
FEDERATION

"Robert D'Angelo"
Date July 23, 2009

"Susan Lambert"
Date September 22, 2009

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

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 8th day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

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

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

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

January 22, 2021 - Provincial Matters

<p style="text-align: center;">Appendix 2 LOCAL MATTERS</p>

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

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”
President
BC Teachers’ Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

**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 7th 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 25th day of June, 2012

Original signed by:

Jacquie Griffiths
For BCPSEA

Susan Lambert
For BCTF

LETTER OF UNDERSTANDING No. 3. a

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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).

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

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

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

1.0 RATE OF PAY MAINTENANCE

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

1.1 Continuing Employees

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

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

Example:

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

- 1.1.3 Continuing employees shall be notified, in writing, of their intended grid placement under the Column A agreement for the 2002-2003 school year within one month of the signing of this Letter of Understanding.
- a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.
 - b. Appeals must be referred to the Board and the Union by October 15, 2002.
 - c. Appeals not resolved by November 15, 2002, shall be referred to step 3 of the grievance procedure, Article A.6.
- 1.1.4 Any continuing employee covered by a Column C agreement whose salary at June 30, 2002 (x) 1.025 is greater than that they would receive according to their salary in the Column A agreement at July 1, 2002, shall receive the difference in equal monthly instalments during the 2002-2003 school year. Such employees shall have their names and salary as at June 30, 2002 included on a “Rate of Pay Maintenance Schedule” attached to the Collective Agreement.

Sample Rate of Pay Maintenance Schedule:

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

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

- 1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what they would receive according to their salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal monthly installments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.1.6 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly installments for any time they are employed.

1.1.7 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a TTOC, be placed on the “TTOC Schedule” at the daily rate they would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

1.1.8 The following describes the calculation for 1.1.4 and 1.1.5 above:

Year	Column A Agreement	Column C Agreement
02-03	Placement on grid according to Category and experience earned at June 30, 2002 = A.1	Salary at June 30, 2002 x 1.025 = B.1

- $(B.1 - A.1 = \text{Difference}/10 = \text{Monthly Installment})$

03-04	Placement on grid according to Category and experience earned at June 30, 2003 = A.2	$B.1 \times 1.025 = B.2$
-------	--	--------------------------

- $(B.2 - A.2 = \text{Difference}/10 = \text{Monthly Installment})$

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

1.2 Term/Temporary Employees

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

1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly installment outlined in paragraphs 1.1.4 and 1.1.5 above for any time they are employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A. 1.2.

1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a TTOC, be placed on the “TTOC Schedule” at the daily rate they would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

1.3 TTOCs

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

Sample TTOC Schedule:

Name		Daily Rate Effective June 30, 2002
First	Last	\$159.64
First	Last	\$166.70

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

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

1.4 Employees Hired After June 30, 2002

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

2.0 SICK LEAVE CREDITS

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

3.0 SENIORITY LISTS - DISTRICT-WIDE

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

4.0 STAFFING PROVISIONS - TRANSITIONAL EFFECTIVE DATE

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

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

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

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

5.0 GEOGRAPHICAL BOUNDARIES - STAFFING PROVISIONS

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

6.0 LEAVES COMMENCING PRIOR TO JULY 1, 2002

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

7.0 SALARY PLANS

7.1 Deferred Salary Plan

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

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

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

8.0 BENEFIT PLANS - TURNOVER DATE

- 8.1 In SD.83 (North Okanagan-Shuswap) premiums for benefits are paid in advance and calculated for deduction over the course of the year. As a result, the turnover date for benefits in SD.83 (North Okanagan-Shuswap) will be delayed until October 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until September 30, 2002 and the benefit plans under the Column A agreement would then start to apply on October 1, 2002.
- 8.2 Effective September 1, 2002, employees under the Column A agreement in SD.53 (Okanagan-Similkameen) will be covered by a new benefit provider. As a result, the turnover date for benefits in SD.53 (Okanagan-Similkameen) will be delayed until September 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until August 31, 2002 and the benefit plans under the Column A agreement would start to apply on September 1, 2002.

9.0 INCLUSIONS

9.1 List

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

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

9.2 School District No.8 (Kootenay Lake)

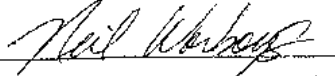
Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.


9.3 Application

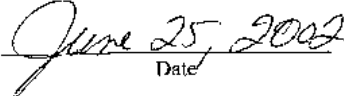
- 9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.
- 9.3.2 BCPSEA and the BCTF shall determine the terms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

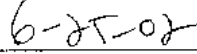
9.4 School District No.79 (Cowichan Valley)

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


British Columbia Teachers' Federation


British Columbia
Public School Employers' Association


Date


Date

Revised with housekeeping March 26, 2020

Appendix "A" to LOU Re: Section 4 of Bill 27

School District No. 5

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

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
4	0	\$33,744	\$34,588	\$35,452	\$36,338
4	1	\$35,547	\$36,436	\$37,347	\$38,280
4	2	\$37,350	\$38,284	\$39,241	\$40,222
4	3	\$39,153	\$40,132	\$41,135	\$42,163
4	4	\$40,956	\$41,966	\$43,029	\$44,105
4	5	\$42,759	\$43,828	\$44,924	\$46,047
4	6	\$44,562	\$45,676	\$46,818	\$47,988
4	7	\$46,365	\$47,524	\$48,712	\$49,930
4	8	\$48,168	\$49,372	\$50,607	\$51,872
4	9	\$49,971	\$51,220	\$52,501	\$53,813
4	10	\$51,774	\$53,068	\$54,395	\$55,755

Example # 1 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 0 = \$38,405 on June 30, 2002

Placed on new scale	Compare with		Annual Difference	Monthly Installment*
	\$38,405 +2.5%			
1-Jul-02	4.1	\$37,347	\$2,019	\$202
1-Jul-03	4.2	\$40,222	\$127	\$13

Example #2 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 10 = \$52,880 on June 30, 2002

Placed on new scale	Compare with		Annual Difference	Monthly Installment*
	\$52,880 +2.5%			
1-Jul-02	4.10	\$54,395	\$0	\$0
1-Jul-03	4.10	\$55,557	\$0	\$0

* Monthly installment assumes annual salary paid over 10 months

6/18/2002 4:10 PM

CO-BB-Amalgamation Examples.xlsSheet1

School District No. 5

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

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

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

	1-Jul-02	5.1	\$42,564	Compare with \$43,626 +2.5%	Annual Difference	Monthly Installment*
Placed on new scale	1-Jul-03	5.2	\$45,927	\$44,717	\$2,153	\$215
				\$45,835	\$0	\$0

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

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

	1-Jul-02	5.10	\$62,752	Compare with \$62,976 +2.5%	Annual Difference	Monthly Installment*
Placed on new scale	1-Jul-03	5.10 <td>\$64,321</td> <td>\$64,550</td> <td>\$1,798</td> <td>\$180</td>	\$64,321	\$64,550	\$1,798	\$180
				\$66,154	\$1,943	\$184

* Monthly Installment assumes annual salary paid over 10 months

LETTER OF UNDERSTANDING No. 3.b

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

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

Signed this 10th day of April, 2013

Original signed by:

Jacquie Griffiths
For BCPSEA

Jim Iker
For BCTF

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

LETTER OF UNDERSTANDING No. 5

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

Signed this 13th day of June, 2012

Revised: March 26, 2020

Original signed by:

Jacquie Griffiths
For BCPSEA

Susan Lambert
For BCTF

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

Schedule A - List of Approved School Districts or Schools

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

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

47 - Powell River (only part of district approved)

Texada Elem	Texada Island
Kelly Creek Elem	

49 - Central Coast (Entire District)

50 - Haida Gwaii (Entire District)

51 - Boundary (only part of district approved)

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

52 - Prince Rupert (Entire District)

54 - Bulkley Valley (entire district approved)

57 - Prince George (only part of district approved)

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

59 - Peace River South (Entire District)

60 - Peace River North (Entire District)

64 - Gulf Islands (only part of district approved)

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

False Bay School	Lasqueti
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70 - Alberni (only part of district approved)

Bamfield	Bamfield
Wickanninish	Tofino
Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet

72 - Campbell River (only part of district approved)

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

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

Blue River Elem	Blue River
Vavenby Elem	Vavenby
Brennan Creek	Brennan Creek

74 - Gold Trail (only part of district approved)

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

81 - Fort Nelson (Entire District)

82 - Coast Mountain (Entire District)

84 - Vancouver Island West (entire district approved)

85 - Vancouver Island North (Entire District)

87 - Stikine (Entire District)

91 - Nechako Lakes (Entire District)

92 - Nisga'a (Entire District)

93 - Conseil Scolaire Francophone (only part of district approved)

Ecole Jack Cook	Terrace
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LETTER OF UNDERSTANDING No. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
 - Both K – 12 and adult education seniority are contained on a single list in both districts.
 - Normal rules of porting apply.
 - No more than 1 year of seniority can be credited and ported for any single school year.
 - Maximum of 20 years can be ported.

2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
 - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
 - Both lists remain separate when porting.
 - Up to 20 years of K – 12 and up to 20 years of adult education can be ported to the corresponding lists.
 - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
 - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6

years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

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 year's 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 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

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:

 Alan Chell
 For BCPSEA

 March 26, 2020

 Date

 Teri Mooring
 For BCTF

 March 26, 2020

 Date

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

LETTER OF UNDERSTANDING No. 9

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

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

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

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

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

7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
 - a. Vancouver Teachers' Federation [VSTA, VESTA]¹ / SD No. 39 (Vancouver)
 - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
 - c. Vancouver Island West Teachers' Union / SD No. 84 (Vancouver Island West)
8. The local unions representing all members in the school districts in paragraphs 7.a through 7.c may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the collective agreement.

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

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

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

Appendix A to Letter of Understanding No. 9

Benefit Provision	Provincial Extended Health Benefit Plan
Reimbursement	80% until \$1,000 paid per person, then 100%
Annual Deductible	\$50 per policy
Lifetime Maximum	Unlimited
Coverage Termination	June 30 th following an employee attaining age 75, or upon earlier retirement.
Prescription Drugs	
Drug Formulary	Blue Rx
Pay-Direct Drug Card	Yes
Per Prescription Deductible	\$0
Sexual Dysfunction	Covered
Oral Contraceptives	Covered
Fertility	\$20,000 Lifetime Maximum
Medical Services and Supplies	
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

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

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

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

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

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

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

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

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

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

Signed this 11th day of April, 2013.

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

For School District 51

For Boundary Teachers'
Association

LETTER OF UNDERSTANDING NO. 11

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

The purpose of this letter of understanding is to address situations within a single district where a temporary/continuing teacher is also currently a 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 31st, written notice from the employee to transfer must be received by the district no later than June 30th of the proceeding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30th of the proceeding 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 31st, written notice from the employee to transfer must be received by the district no later than November 15th of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15th 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 31st transfers for TTOC experience accrued up to and including
June 30th**

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 30th of the proceeding school year for a transfer for TTOC experience credits earned up to and including June 30th to take effect on August 31st of the following school year.

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

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

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 15th of the proceeding school year for a
transfer for TTOC experience credits earned up to and including
November 15th to take effect on December 31st of the following 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 1st (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.

LETTER OF UNDERSTANDING NO. 13

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Section 53 – Joint Consultation and Adjustment Opportunities

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

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

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

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
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 26th 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.

Note: This provincial Memorandum of Settlement does not form part of the collective agreement; it is provided for reference only.

MEMORANDUM OF SETTLEMENT

Between:

British Columbia Public School Employers' Association (BCPSEA)

And:

British Columbia Teachers' Federation (BCTF)

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

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

1.0 Union Recognition

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

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

As a result,

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

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

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

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

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

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

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

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

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

- 1.5 For grievances from the Column C geographical area, it is understood that the language from the Column C agreement would apply for incidents which crystallized prior to July 1, 2002. The BCTF will provide BCPSEA with a list of

such grievances. Should the date of crystallization be unclear, further discussions by the provincial parties shall take place.

2.0 Union Membership

- 2.1 With the exception of the exempted employees referred to in Article A.3.2, as a condition of employment (Article A.3), employees covered by the teachers' collective agreement must become and remain members of the BCTF and the local Union/Association recognized and named in Article A.2 of the collective agreement.
- 2.2 The active membership application form prepared by the Union will require membership in the BCTF and the recognized local Union/Association. Should the recognized local Union/Association require membership in another Union/Association/organization as a condition of their membership in the BCTF and/or recognized local Union/Association, such membership requirement for these organizations can be included on this form.
- 2.3 As a result,

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

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

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

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

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

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

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

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

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

- 2.4 The employer will send the completed active membership application form to the recognized local union/association.

Local and BCTF Dues Deductions

- 3.1 The employer agrees to deduct and remit dues and fees from teachers to the BCTF and the recognized local union/association pursuant to their constitutions and by-laws (Article A.4).
- 3.2 Pursuant to the BCTF and recognized local union’s constitutions and by-laws, it is understood that this does not preclude the union from setting different dues/fee deductions for different members. Should this be the case, the recognized local union/association shall supply the employer with a letter from the recognized local union/association indicating the amount of dues/fees to be deducted.
- 3.3 When the employer remits the dues and fees to the BCTF and the recognized local union/association, the employer shall supply the recognized local union/association with a listing of the amount remitted for each member.
- 3.4 As a result,

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

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

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

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers’ Union shall notify the school district in writing of the amount of dues

and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

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

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

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

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

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

4.0 Effective Date

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

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