

**A WORKING DOCUMENT**

**PROVINCIAL COLLECTIVE AGREEMENT**

—BETWEEN—

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS ASSOCIATION /**

**BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 28 QUESNEL**

**(The “Employer”)**

—AND—

**BRITISH COLUMBIA TEACHERS’ FEDERATION /**

**QUESNEL DISTRICT TEACHERS’ ASSOCIATION**

**(The “Union”)**

**AS IT APPLIES IN SCHOOL DISTRICT NO. 28 QUESNEL**

**EFFECTIVE JULY 1, 2019 TO JUNE 30, 2022**

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

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

### **PREAMBLE**

The purpose of the Agreement is to maintain a harmonious and mutually beneficial relationship between the Quesnel Board of Education and the Quesnel District Teachers' Association, and to set forth certain terms and conditions of employment affecting employees covered by the Agreement.

Teachers and the Board have a fundamental interest in the educational well being of pupils. The parties to the Agreement share a desire to provide quality educational opportunities in the District schools, to maintain professional standards and to promote the well being of employees.

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

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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2019 to June 30, 2022. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2022 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
  - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.

- c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- 5.
  - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
  - c.
    - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
    - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

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

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

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

- 1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the local(s) in the district(s) in which they are employed, subject to Article A.3.2.

2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

## **LOCAL PROVISIONS:**

### **3. Membership**

All teachers, including Teachers Teaching on Call and Speech/Language Pathologists employed by the Board, shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the Union.

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

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.



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

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

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

### **1. Preamble**

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

### **Steps in Grievance Procedure**

### **2. Step One**

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

**3. Step Two**

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

**4. Step Three**

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

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

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

**5. Omitting Steps**

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

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

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where

applicable may refer a "local matters grievance," as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.

- b. The referral to arbitration shall be in writing and should note that it is a "local matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

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

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

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

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

an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.

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

## **9. General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.

- e.
  - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher teaching on call (TTOC) is required, such costs shall be borne by the employer.
  - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
  - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

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

### **1. Scope**

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

### **2. Process**

- a. The grievance shall be referred to one of the following arbitrators:
  - i. Mark Brown
  - ii. Irene Holden
  - iii. Chris Sullivan
  - iv. Elaine Doyle
  - v. Judi Korbin
  - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.

- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or to seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

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

- 1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
- 2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.

3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

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

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

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

1. Upon written request to the Superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers’ Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.

2. Upon written request to the superintendent or designate from the Ministry of Education, a teacher teaching on call (TTOC) who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. Teachers teaching on call 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      MANAGEMENT RIGHTS**

The Union recognizes the responsibility and right of the Board to manage and operate the School District, in accordance with its responsibilities and commitments. The right to assign duties and to manage and direct employees is vested exclusively in the Board except as otherwise specifically provided in this agreement. Such rights are to be exercised fairly, reasonably, and in a non-discriminatory manner.

## **ARTICLE A.21      UNION POSITIONS**

1. The Board shall notify the Union of all newly created educational positions.
2. Any position that is currently part of the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
3. Newly created positions shall be included or excluded from the bargaining unit upon the mutual agreement of both parties. The decision to include or exclude shall be made on the basis of whether the primary functions of the position are to exercise the responsibilities of a manager in the direction of the employees covered by this agreement, or in a confidential planning or advisory position in the development of management policy.

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

1. The Union shall have the right to elect staff representatives.
2. The Union shall notify the Board in writing of the names of each staff representative and the school(s) they represent, and the names of Union Officers before the employer shall be required to recognize them.
3. Management will introduce the new employee to their staff or Union representative.
4. When requested by a teacher to attend a meeting between the teacher and a Principal, a staff representative or other union member in the teacher's school shall be relieved of their instructional duties with no loss of pay in order to attend such meetings.



5. Nothing in this clause will restrict the president of the union, or their designate from attending any of the meetings described above.

#### **ARTICLE A.23 UNION USE OF EQUIPMENT AND SUPPLIES**

The Union shall reimburse the employer for the operating cost of equipment used by the Union and for supplies consumed by the Union.

#### **ARTICLE A.24 UNION USE OF SCHOOLS FOR MEETINGS**

The Union shall have the right to convene Union meetings in the schools provided that such meetings take place at times that do not interfere with normal school or School District operations. Such use shall not incur expense to the School District.

#### **ARTICLE A.25 BULLETIN BOARDS**

The employer shall supply a bulletin board to be located in each staff room for the posting of Union notices. Such notices will be approved by the staff representative prior to posting.

#### **ARTICLE A.26 CROSSING OF PICKET LINES DURING STRIKE**

1. All employees covered by this Agreement shall have the right to refuse to cross a picket line which has not been declared illegal by a court or the Labour Relations Board, which arises out of a dispute as defined in the Labour Code. Any employee failing to report for duty or refusing to cross a picket line shall not be subject to discipline but shall be considered absent without pay.
2. The Board shall not request, require, nor direct teachers covered under this Agreement to do work or carry out duties normally performed by employees engaged in a strike, or locked out.

#### **ARTICLE A.27 SHARING OF INFORMATION**

1. Union member information including a list of employees together with addresses, phone numbers, salary levels, seniority, and assignment will be provided to the Union upon request.
2. The Union will be notified of all job postings, transfers, hirings, resignations, retirements, discharges, suspensions, letters of discipline, and verbal information regarding extended absences of teachers when requested by the Union for all positions covered by this agreement.
3. The Union shall be given, on request, School District financial information including annual Financial Reports and audits, and School District Budgets.

#### **ARTICLE A.28 COPY OF THE AGREEMENT**

1. The parties shall share equally the cost of printing this agreement in sufficient quantities for distribution to all members of the Union and appropriate management personnel. The details of such printing to be agreed between the Board and the Union.
2. New employees will be directed to the online copy of this agreement.

#### **ARTICLE A.29      TEACHERS' ASSISTANTS**

1. All teachers' assistants, (people excluded from the Bargaining Unit, including but not limited to, Education Assistants, Youth Care Workers and Aboriginal Education Support) hired to assist teachers in carrying out their responsibilities shall be under the immediate supervision of those teachers to whom they are assigned as approved by the appropriate Principal.
2. The primary responsibility of the 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 Assistant.
3. Except under the immediate supervision of teachers, the foregoing shall not perform any of the duties of teachers as defined in the School Act and Regulations.
4. Teachers will not be required to submit written evaluations of any Teacher Assistants. Teachers may provide input into the evaluation process.

#### **ARTICLE A.30      INTERNAL MAIL**

Where no operational difficulties are created, the Union may use the District mail service and employee mail boxes for communication to bargaining unit members.

#### **ARTICLE A.31      CONTRACTING OUT**

Work performed by members of the bargaining unit as part of their regular duties and responsibilities shall not be contracted out except when there is agreement with the Union, such agreement not to be unreasonably denied.

#### **ARTICLE A.32      SCHOOL STAFF COMMITTEES**

1. The Board and the Union encourage each school to develop a staff committee.
2. To this end, staff committees shall:
  - a. be established at the beginning of each school year,
  - b. consist of a size and membership to be determined by QDTA members,
  - c. review and make recommendations on matters relating to QDTA members' concerns.

- d. the staff committee(s) shall have access to relevant worksite information including budget and financial information. Such requests are subject to confidentiality considerations.
  - e. District-based itinerant employees shall have the right to form a staff committee, in which case the provisions of this article shall apply with any necessary modifications.
3. The school administration shall consider recommendations put forward by the staff committee, and if not implemented, a written explanation shall be provided to the school staff.

**SECTION B        SALARY AND ECONOMIC BENEFITS**  
**ARTICLE B.1        SALARY**

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

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

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

## LOCAL PROVISIONS:

7. Subject to clauses hereinafter set forth, the following schedules of salaries shall be applied to determine the salaries of all teachers of the Union inclusive of holiday pay (other than for letters of Permission) within School District No. 28 (QUESNEL) commencing July 1<sup>st</sup>, 2019 and the salary of each teacher shall be determined by reference to the said schedules in accordance with their category as designated by the Teachers' Qualifications Service and their experience.

### a. July 1, 2019

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,921	\$ 53,748	\$ 57,532	\$ 58,862
1	\$ 51,389	\$ 56,459	\$ 60,430	\$ 61,825
2	\$ 53,856	\$ 59,169	\$ 63,328	\$ 64,788
3	\$ 56,324	\$ 61,879	\$ 66,225	\$ 67,751
4	\$ 58,792	\$ 64,589	\$ 69,122	\$ 70,716
5	\$ 61,259	\$ 67,300	\$ 72,019	\$ 73,678
6	\$ 63,727	\$ 70,010	\$ 74,918	\$ 76,642
7	\$ 66,195	\$ 72,722	\$ 77,816	\$ 79,605
8	\$ 68,661	\$ 75,432	\$ 80,713	\$ 82,569
9	\$ 73,107	\$ 78,142	\$ 83,610	\$ 85,531
10	\$ -	\$ 83,097	\$ 88,998	\$ 91,073

### Benefit From Letter of Understanding No. 5 – Teacher Supply and Demand Initiatives:

These schools are also entitled to a Recruitment & Retention Allowance of \$2,300 pursuant to Letter of Understanding No. 5.

The maximum salary step is varied as set out below, for the following schools:

Narcosli Elementary, Nazko Valley Elementary, Wells Elementary, Kersley Elementary, Lakeview Elementary, Barlow Creek Elementary, Parkland Elementary, Bouchie Lake Elementary, Red Bluff Elementary

<b>Maximum</b>	\$ 72,264	\$ 83,277	\$ 89,103	\$ 91,149
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**b. July 1, 2020**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,900	\$ 54,823	\$ 58,683	\$ 60,039
1	\$ 52,416	\$ 57,588	\$ 61,638	\$ 63,062
2	\$ 54,933	\$ 60,353	\$ 64,594	\$ 66,084
3	\$ 57,451	\$ 63,117	\$ 67,549	\$ 69,106
4	\$ 59,968	\$ 65,881	\$ 70,505	\$ 72,130
5	\$ 62,484	\$ 68,646	\$ 73,460	\$ 75,151
6	\$ 65,001	\$ 71,410	\$ 76,416	\$ 78,175
7	\$ 67,519	\$ 74,176	\$ 79,372	\$ 81,197
8	\$ 70,035	\$ 76,941	\$ 82,327	\$ 84,220
9	\$ 75,301	\$ 79,705	\$ 85,283	\$ 87,242
10	\$ -	\$ 85,590	\$ 91,668	\$ 93,805

**Benefit From Letter of Understanding No. 5 – Teacher Supply and Demand Initiatives:**

These schools are also entitled to a Recruitment & Retention Allowance of \$2,346 pursuant to Letter of Understanding No. 5.

The maximum salary step is varied as set out below, for the following schools:

Narcosli Elementary, Nazko Valley Elementary, Wells Elementary, Kersley Elementary, Lakeview Elementary, Barlow Creek Elementary, Parkland Elementary, Bouchie Lake Elementary, Red Bluff Elementary

<b>Maximum</b>	\$ 75,461	\$ 85,775	\$ 91,776	\$ 93,884
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c. **July 2, 2021**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 50,898	\$ 55,919	\$ 59,856	\$ 61,240
1	\$ 53,465	\$ 58,740	\$ 62,871	\$ 64,323
2	\$ 56,032	\$ 61,560	\$ 65,886	\$ 67,406
3	\$ 58,600	\$ 64,379	\$ 68,900	\$ 70,489
4	\$ 61,167	\$ 67,199	\$ 71,915	\$ 73,572
5	\$ 63,734	\$ 70,019	\$ 74,929	\$ 76,654
6	\$ 66,301	\$ 72,838	\$ 77,945	\$ 79,738
7	\$ 68,869	\$ 75,660	\$ 80,960	\$ 82,821
8	\$ 71,435	\$ 78,480	\$ 83,973	\$ 85,905
9	\$ 76,807	\$ 81,299	\$ 86,988	\$ 88,987
10	\$ -	\$ 87,302	\$ 93,501	\$ 95,681

Benefit From Letter of Understanding No. 5 – Teacher Supply and Demand Initiatives:

These schools are also entitled to a Recruitment & Retention Allowance of \$2,375 pursuant to Letter of Understanding No. 5.

The maximum salary step is varied as set out below, for the following schools:

Narcosli Elementary, Nazko Valley Elementary, Wells Elementary, Kersley Elementary, Lakeview Elementary, Barlow Creek Elementary, Parkland Elementary, Bouchie Lake Elementary, Red Bluff Elementary

<b>Maximum</b>	\$ 76,971	\$ 87,491	\$ 93,612	\$ 95,761
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## **ARTICLE B.2 TTOC PAY AND BENEFITS**

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

### **LOCAL PROVISIONS:**

#### **7. Teachers Teaching on Call Articles**

Teachers Teaching on Call shall only be covered by the following:

- a. Preamble
- b. Article A.1 (Term, Continuation and Renegotiation) through Article A.32 (School Staff Committees)
- c. Article B.1 (Salary)
- d. Article B.2 (Teacher Teaching on Call Pay and Benefits)
- e. Article B.7 (Reimbursement for Personal Property Loss)
- f. Article B.10 (Reimbursement for Mileage and Insurance)
- g. Article B.12 (Category 5+)
- h. Article B.20 (Schedules to be used for Letter of Permission) through Article B.23 (Definition of Experience)
- i. Article B.26 (Speech/Language Pathologists and District Psychologists) through Article B.28 (Definition of a Day)



- j. Article B.31 (No Reduction in Salary)
- k. Article C.1 (Resignation)
- l. Article C.2 (Seniority)
- m. Article C.20 (Definitions of Teacher Status) through Article C.24 (Layoff, Recall and Severance Pay)
- n. Article D.1 (Class Size)
- o. Article D.22 (Regular Work Year) through Article D.32 (Teacher Involvement in Planning New Schools)
- p. Article E.1 (Non-Sexist Environment)
- q. Article E.21 (Personnel Records)
- r. Article E.25 (School Act Appeals)
- s. Article F.20 (Non-instructional days)
- t. Article G.1 (Portability of Sick Leave)
- u. Local LOU No.4
- v. all Provincial Letters of Understanding except No. 6 and No. 7.

## **8. Non-Instructional Days**

For purposes of Article B.2.6 only teachers teaching on call who are assigned to work and who work on a non-instructional day will have that day counted as a consecutive teaching day.

Teachers teaching on call who are not assigned to work will not accrue a day's credit for purposes of Article B.2.6 but will not have their service considered broken because of the non-instructional day.

## **9. Call-Out**

A teacher teaching on call, when called to work, shall be entitled to no less than .5 of a full day's pay for a partial day's work and no more than 1.0 of a full day's pay for a full day's work.

## **10. Pay Periods**

Teachers Teaching on Call will be paid every second Friday for the pay period ending the preceding Friday.

## **11. Teachers Teaching on Call List**

The Board shall maintain a list of approved teachers teaching on call. A copy of such list shall be provided to the Union in the months of September and January in each school year.

## **12. Working Conditions**

Pursuant to Section 19 of the School Act, substitute assignments shall be given to teachers teaching on call in preference to others provided the teacher teaching on call has the necessary qualifications and experience.

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

Provincial Article B.3 does not apply in School District No. 28 (Quesnel)

### **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 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**

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date

must inform the employer of their intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.

4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including their interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
8. Interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

## **ARTICLE B.9      PAY PERIODS**

Article B.9 is not applicable in School District No. 28 (Quesnel). See Article B.9.4.

### **LOCAL PROVISIONS:**

#### **4.      Pay Dates**

- a. The Board shall pay each teacher, by direct deposit to their bank account, 1/20th of their salary on:
  - i. the Friday following school opening in September (it is understood that this payment may only be an estimate).
  - ii. the school day on, or immediately preceding, the 15th day of each month (October - June).
  - iii. the last day of each month, (September - May) and the last school day in June.

## **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/kilometer
Effective July 1, 2020	\$0.57/kilometer
Effective July 1, 2021	\$0.58/kilometer
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.

[Provincial Articles B.10.4 and B.10.5 do not currently apply in School District No. 28 (Quesnel)]

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

## **ARTICLE B.11 BENEFITS**

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

## **LOCAL PROVISIONS:**

**5. Teacher's Share of Benefits on Unpaid Leave**

Subject to the terms of the individual benefit plans, a teacher on unpaid leave or layoff shall be entitled to remain on the benefit plans for 12 months by paying the full premium cost in advance for each four (4) month period.

**6. Medical Services Plan**

The Board shall pay 100 per cent of the cost of the premium for the B.C. Medical Services Plan.

**7. Extended Health Benefits**

The Board shall pay 90 per cent of the cost of premiums of the Provincial Extended Health Benefit Plan.

**8. Dental Plan**

a. The Board shall pay 80 per cent of the cost of premiums of a dental plan which shall include:

- i. Plan "A" 100 per cent
- ii. Plan "B" 60 per cent
- iii. Plan "C" 50 per cent with a \$2500.00 lifetime limit per family member on Plan C. [Effective July 1, 2015, orthodontics coverage and lifetime limit are 75% and \$5000 respectively].

b. Effective July 1, 2015, dual coverage is permitted where both parties are members of the bargaining unit.

**9. Group Life Insurance**

a. The Board shall pay 100 per cent of the cost of premiums of a group life insurance plan.

b. The benefit maximum under the group life insurance plan shall be \$250,000.

**10. Optional Life Insurance**

The Board agrees to deduct premiums for those teachers who participate in the optional term life insurance plan.

**11. Benefit coverage for all teachers will be provided**

Full coverage in accordance with the ratios stated in the above clauses for all teachers employed 50% time or more and .5 of the ratios for those teachers employed less than 50% time.

**12. B.C.T.F. Salary Indemnity Plan**

- a. All teachers shall participate in the B.C.T.F. Indemnity Plan. The teachers shall pay 100 per cent of the cost of premiums of the plan. The Board will deduct premiums from teachers for the S.I.F. Plan.
- b. Coverage for teachers will be provided while they are on Salary Indemnity payments for medical, dental and life insurance premiums in accordance with coverage generally provided.

**13. Benefit Forms**

- a. The Board shall provide each teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrolment form must be so noted by the teacher and kept on file by the Board.
- b. The Board and Union shall assist employees in obtaining required benefits from the various benefit plans.
- c. Benefit coverage shall be extended to the end of the next teaching month following a deduction of premiums.

**14. Employee Family Assistance Plan**

- a. There shall be an Employee Family Assistance Plan that shall provide a counselling and referral service while maintaining strict confidentiality.
- b. The current district/employee cost sharing formula for the E.F.A.P. shall remain in effect.
- c. The Employee Family Assistance Plan will be administered by a Committee on which the Union will have representation.

**15. Death Benefits**

In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six months, the Board shall, with the approval of the Plan Carriers, continue to provide the medical, extended health, and dental benefits to the dependants of the deceased teacher for a period of three (3) months after the death of the teacher.

**ARTICLE B.12**

**CATEGORY 5+**

**1. Eligibility for Category 5+**

- a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;



- i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
    - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
    - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
  - b. Post undergraduate diplomas agreed to by the TQS; or
  - c. Other courses or training recognized by the TQS.
2. Criteria for Category 5+
- The eligibility requirements pursuant to Article B.12.1 must not have been used to obtain Category 5.
3. Salary Rate Calculation
- 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 SCHEDULES TO BE USED FOR LETTER OF PERMISSION**

1. Persons holding Letters of Permission will be paid on the category 4 scale.

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

1. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within three months of commencement of employment or change in categorization or certification. The teacher shall be responsible for advising the Board, in writing, of delays which occur in obtaining the documentation necessitating an extension of the time limits.
2. The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.
3. Upon receipt of documentation which establishes a salary category different from that in which the employee was initially placed, a salary adjustment shall be effective retroactive to the time of initial placement but limited to one calendar year.
4. In the event that a teacher wishes to appeal their placement on the salary scale, for category and/or experience, the teacher must apply in writing to 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.

#### **ARTICLE B.22 EXPERIENCE RECOGNITION**

1. Qualified teachers from other provinces of Canada, other nations of the Commonwealth, the U.S.A. and other countries with acceptable educational standards shall be granted increments for all approved teaching prior to entry into British Columbia. All full time and part-time teaching experience gained in government inspected B.C. schools shall be recognized for placement on the salary schedule.
2. Increments shall be granted to a teacher on leave of absence for professional growth in their own sphere of teaching. Increments will be granted to a teacher on medical leave of absence, provided that where such leave extends for more than one year, only one increment shall be paid in respect of such leave of absence. [For increments applicable in the case of maternity leave see Article G.25 (Maternity Leave)].
3. The experience established in accordance with Article B.23 (Definition of Experience) will place each teacher on one of two increment starting dates; September 1st or January 1st.

#### **ARTICLE B.23 DEFINITION OF EXPERIENCE**

1. Ten (10) months of full time employment or its equivalent, shall constitute a year's experience for increment purposes.
2. Periods of part-time teaching and short term appointments will be added together for accumulation of years of experience credit.

3. Effective September 1, 1989, teacher teaching on call experience shall accumulate for experience recognition. 160 teacher teaching on call days shall constitute a year's experience.

Note: Effective September 17, 2014, Article B.23.3 is replaced by Provincial Article C.4 Teacher Teaching on Call Employment. See also Letter of Understanding No. 16.

4. When full time employment equals, or accumulations of employment total 8/10th of a year or greater the teacher shall be granted a year's experience for increment purposes. Nothing in this provision shall entitle a teacher to earn more than one year's increment for one year of service.

#### **ARTICLE B.24 PART TIME TEACHERS' PAY AND BENEFITS (CONTINUING AND TEMPORARY)**

1. **Salary**

Part-time teachers shall be paid that portion of their regular grid placement that relates to the portion of their teaching assignment.

2. **Payroll Benefits**

See Article B.11.8 for benefit coverage.

3. **Sick Leave**

Part-time teachers shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary (see above).

4. **Part-Time Leaves**

- a. A teacher with a continuing full-time appointment to the District may request a partial leave, specifying the fraction of time for which the leave is requested and the length of time for which the partial leave is requested. The Board will attempt to honor the request and will advise the applicant in writing stating the reasons for denial in the event that the request cannot be honoured.
- b. When the request under Article B.24.4.a has been granted, teachers who temporarily move from full-time assignment to a part-time assignment shall be considered on leave for the fraction of time for which the leave has been approved.
- c. When the request under Article B.24.4.a is granted by the Board the teacher shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has granted the part-time leave.
- d. With mutual consent of the Board and the teacher the Board may appoint a part-time teacher employed under Article B.24.4.a to an additional temporary part-time assignment for a specified period and fraction of time.
- e. Job Share (In accordance with Article E.22.12 Job Sharing);

- i. salary shall be pro-rated according to the percentage of time worked by each teacher;
- ii. the Board shall pay the benefit contributions provided in Article B.11.8;
- iii. when one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata scale for all such work.

## **ARTICLE B.25 TEMPORARY TEACHERS' PAY AND BENEFITS**

### **1. Salary**

Temporary teachers shall be paid in accordance with Section B.

### **2. Payroll Benefits**

See Article B.11.8 for benefit coverage.

### **3. Sick Leave**

Temporary teachers shall accumulate and be eligible to use sick leave in accordance with Article G.20 (Sick Leave).

## **ARTICLE B.26 SPEECH/LANGUAGE PATHOLOGISTS AND DISTRICT PSYCHOLOGISTS**

- 1. Speech/Language Pathologists and District Psychologists, as recognized in Article A.3.3 (Recognition of the Union), shall be paid in accordance with the salary schedule established in Article B.21 (Placement on Scale).
- 2. Placement on the salary schedule shall be:
  - a. at the category which is most nearly equivalent to the category of teachers based on years of University level training in the discipline; and
  - b. at the experience level as determined by Articles B.22 (Experience Recognition) and B.23 (Definition of Experience); and
  - c. inclusive of any relevant experience in any other occupational capacity that relates to the work of the position of Speech/Language Pathologist or District Psychologist in School District No. 28 (Quesnel) as determined by the Board.
- 3. All other items and conditions of employment established in this Agreement shall apply to Speech/Language Pathologists and District Psychologists.

## **ARTICLE B.27 PARTIAL MONTH'S TEACHING**

Where employment begins on a day other than the first day of a month, or terminates on a day other than the last day of a month, the amount to be paid in salary for the days worked in that month shall be the monthly salary less 1/195th of the teacher's annual salary for each school day not worked.

#### **ARTICLE B.28      DEFINITION OF A DAY**

For payroll calculation purposes, a "day" shall be paid (or deducted) at the rate of 1/195th of annual salary.

#### **ARTICLE B.29      SUPPLEMENTAL ALLOWANCES**

1. In addition to the scales noted in Article B.1.5 (Salary) and B.20 (Schedules to be Used for Letter of Permission), the following supplemental allowances shall be paid:
  - a. Department Heads, Elementary Counsellor and District Psychologist:
    - i. Effective July 1, 2019: \$2,768.26
    - ii. Effective July 1, 2020: \$2,823.62
    - iii. Effective July 1, 2021: \$2,880.10
  - b. D.R.M.C. Coordinator, French Coordinator and Computer Coordinator:
    - i. Effective July 1, 2019: \$5,832.23
    - ii. Effective July 1, 2020: \$5,948.87
    - iii. Effective July 1, 2021: \$6,067.85
  - c. Native Coordinator and Coordinator Support Services:
    - i. Effective July 1, 2019: \$4,269.41
    - ii. Effective July 1, 2020: \$4,354.80
    - iii. Effective July 1, 2021: \$4,441.90
2. Teachers assigned to positions at Wells and/or Nazko Schools shall each receive an annual supplementary allowance as follows:
  - i. Effective July 1, 2019: \$1,258.30
  - ii. Effective July 1, 2020: \$1,283.47
  - iii. Effective July 1, 2021: \$1,309.14

#### **ARTICLE B.30      FIRST AID ALLOWANCE**

1. Any teacher shall be entitled to reimbursement for the applicable course fees for the certificate subject to successful completion of the course. The responsibility to provide proof of payment and successful completion will rest with the teacher.

2. A teacher voluntarily acting under the direction of the Board as the first aid attendant in their school shall be paid an allowance of \$861.31 per annum if the teacher holds a valid Occupational First Aid Level 3 or an allowance of \$344.52 per annum if the teacher holds a valid Occupational First Aid Level 1.
3. The allowances in Article B.30.2 shall be increased as follows:
  - a. Occupational First Aid Level 3:
    - i. Effective July 1, 2019 \$962.60
    - ii. Effective July 1, 2020 \$981.86
    - iii. Effective July 1, 2021 \$1,001.49
  - b. Occupational First Aid Level 1:
    - i. Effective July 1, 2019 \$385.04
    - ii. Effective July 1, 2020 \$392.74
    - iii. Effective July 1, 2021 \$400.60

#### **ARTICLE B.31 NO REDUCTION IN SALARY**

The salary of any teacher now engaged shall not be reduced by the signing of this agreement, provided that the teacher remains engaged in that same position.

## **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:**

- 6. The Board and the Union agree that increased length of service by employees in the employment of the Board entitles said employees to increased security of teaching employment (provided that they possess the qualifications necessary for the positions available). It is further agreed that this principle of security shall be consistent with the preservation of a satisfactory learning situation in accordance with the Board's fundamental interest noted above.

#### **7. Definitions**

For the purposes of this agreement, the following definitions will apply:

- a. Day
  - i. "Day" will mean a calendar day.
- b. Seniority
  - i. "Seniority" will mean an employee's aggregate length of service in the employment of the Board, inclusive of service under temporary



appointment and part-time teaching; and leave of absence related to any approved leave except the following:

1. leave of absence pursuant to deferred salary leave.
  2. leave of absence for travel reasons.
- ii. In addition to the provisions of Article C.2.8.b, seniority shall include:
1. Teacher Teaching on Call seniority accumulated pursuant to Article C.2.3, and
  2. Seniority ported in accordance with Article C.2.2 provided that in no case, shall an employee be credited with more than 1 year of seniority for any calendar year.
- iii. When the seniority of two or more employees is equal pursuant to Articles C.2.8.b.i and C.2.8.b.ii, the employee with the greatest continuous length of service, with the Board, shall be deemed to have the greatest seniority.
- iv. When the seniority of two or more employees is equal pursuant to Article C.2.8.b.iii, the employee with the greatest number of days of Teacher Teaching on Call employment with the Board in the twenty-four month period just prior to appointment shall be deemed to have the greatest seniority.
- v. When the seniority of two or more employees is equal pursuant to Article C.2.8.b.iv, the employee with the greatest aggregate length of service, with another school authority, recognized for salary experience purposes, shall be deemed to have the greatest seniority.
- vi. When the seniority of two or more employees is equal pursuant to Article C.2.8.b.v, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.
- vii. When the seniority of two or more employees is equal pursuant to Article C.2.8.b.vi, the employee selected by lot shall be deemed to have the greatest seniority.
- viii. For the purpose of Article C.2.8.b.iii, continuous length of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a three year period.
- ix. For the purpose of Article C.2.8.b.iii, continuous length of service shall be deemed not to have been broken by termination and recall pursuant to this agreement.

## **8. General**

### **a. Seniority List**

- i. The Board shall, by November 15, forward to the Union a list of all employees employed by the Board, in order of seniority, setting out the length of seniority as calculated according to Article C.2.8.b.
- ii. The Union shall bring to the attention of the Board any errors in the Seniority List on or before December 15.

## **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.

## **LOCAL PROVISIONS**

### Formal Evaluation of Teachers

If, through exercising general supervision the administrator has a concern about the adequacy of the teacher's work performance, the Principal shall initiate the following process of formal evaluation.

### **2. Concern regarding performance:**

- a. The teacher's administrator will initiate discussion regarding formal evaluation by sending the teacher written notification requesting a meeting to discuss the teacher's performance. A copy of the written notification shall be forwarded to the Union.
- b. At any meeting concerning performance evaluation, either party may be accompanied by a representative.
- c. If the concern remains, then the teacher will be informed in writing that a formal evaluation process will be initiated.
- d. The teacher and the evaluator shall meet to discuss the formal evaluation. Should the teacher elect not to avail themselves of the opportunity to meet with the evaluator to develop criteria within 5 working days of being invited to meet, the evaluator will provide the teacher with the criteria to be used, in writing.

### **3. Written Evaluation Reports:**

- a. All formal evaluations of the work of a teacher shall be in writing and shall be made with the teacher's knowledge.
- b. Formal evaluations shall be based on observations and documentation and shall state whether the teacher's performance is satisfactory or unsatisfactory.
- c. If an evaluator notes an area in the teacher's work where the need for continued growth is indicated, the evaluator shall include specific recommendations.
- d. The content of a report shall be based solely on the personal assessment and analysis of the learning situation as observed by the evaluator.
- e. Involvement or non-involvement in extra-curricular activities, participation in union activities or matters not directly related to teaching duties are outside the scope of evaluating and reporting on the work of a teacher.
- f. Written reports on the work of a teacher shall be drafted on the basis of 3 to 9 observations. The teacher shall have the opportunity to select at least two observation times. The evaluator shall first seek agreement with the teacher on the purpose, the time span and schedule, and the criteria to be used five (5) working days prior to commencing observations. No observations shall be made in the first fifteen (15) teaching days of an assignment or after a change of assignment.
- g. Following observations or supervisory visits, the evaluator shall communicate to the teacher their observations before the next visitation. Such observations shall be provided to the teacher in the form of a written anecdotal statement within 2 working days of the observation.
- h. During the formal evaluation process the evaluator may give the teacher advice.
- i. Normally reports shall be on the teacher's assignment in their prime area of expertise. Discrepancy between the teacher's assignment, professional training and preferences of teaching subjects and grades shall be reflected in any reports.
- j. Areas of assignment observed shall be noted in the report.

### **4. Filing of Report:**

- a. The teacher shall be given a draft copy of the written formal evaluation and an opportunity to meet with the evaluator to discuss the draft copy prior to preparation of the final copy. Either party may be accompanied by a representative to review the draft.

- b. The formal evaluation report shall be filed in the teacher's personnel file at the School District office. A copy shall be given to the teacher at the time of filing. One additional copy may be retained by the evaluator.
- c. The teacher shall have the right to submit to the evaluator a written commentary on the formal evaluation which shall form part of the report.

**5. Individual assistance plan:**

- a. A teacher receiving a less than satisfactory report will attend a meeting convened by the Superintendent of Schools or designate which will include the evaluator and a representative of the Union.
- b. The purpose of this meeting is to establish an individual assistance plan which will be followed by a second formal evaluation. The Individual Assistance Plan is intended to organize supportive professional services for teachers who have received a formal evaluation that indicates a less than satisfactory learning situation.
- c. The plan will include the participants and the techniques that will be employed to assist the teacher. The Superintendent or designate's involvement in the development of the individual teacher's assistance plan does not in any way preclude them from conducting the second formal evaluation report on the teacher following the completion of the individual assistance plan.
- d. Where a teacher receives a less than satisfactory report, the teacher may request and will be granted leave of absence of up to one year for the purpose of taking a program of professional or academic instruction. This is subject to course selection and timing of the leave being approved by the Superintendent. While awaiting the leave, further formal evaluations will not occur. Subsequent formal evaluation shall not occur during the first fifteen (15) working days after the teacher's return from this leave.

**6. Second Formal Evaluation:**

If the formal evaluation results in a second less than satisfactory report, then the teacher will again be provided with the assistance outlined in Article C.3.5.

**7. Third Formal Evaluation:**

The third formal evaluation shall be conducted by an evaluator other than the individual(s) writing the previous two (2) reports, as determined by the Superintendent of Schools.

**8. Procedures where dismissal is based on performance:**

- a. 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 reports pursuant to this Article indicating that the learning situation in the class or classes of the teacher is less than satisfactory.

- b. The reports shall have been issued in a period of not less than 12 or more than 24 months, such period not to include the time during which the teacher is on an approved leave-of-absence.
- c.
  - i. At least one of the reports shall be a report of the Superintendent of Schools, or the Assistant Superintendent of Schools.
  - ii. The other two reports shall include only reports of:
    - 1. The Superintendent of Schools or an Assistant Superintendent of Schools;
    - 2. A Director of Instruction; or
    - 3. The Principal of a school to which the teacher is assigned.
- d. Where the Board decides to dismiss a teacher, it shall provide thirty (30) days notice of dismissal or pay in lieu of all or part of the notice period.

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

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

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

#### **ARTICLE C.20 DEFINITIONS OF TEACHER STATUS**

##### **1. Continuing Contract**

- a. All teachers appointed to the teaching staff of the District shall be appointed on a continuing contract of employment except for:
  - i. Temporary Teachers
  - ii. Teachers Teaching on Call

## **2. Teacher Teaching on Call**

Teacher Teaching on Call shall mean a teacher holding a valid teaching certificate and hired on a day to day basis.

### **ARTICLE C.21 TEMPORARY TEACHERS' EMPLOYMENT RIGHTS**

1. A temporary appointment may be used for any position, part time or full time, temporarily existing or temporarily vacant. Temporary appointments would normally be used for:
  - a. positions of teachers who are on a leave-of-absence,
  - b. positions that become vacant after the start of a new school year,
  - c. positions by persons holding a Letter of Permission.
2. Temporary appointments shall be in writing and specify the period of duration. At the expiration of the period specified, the temporary appointment shall be deemed to be terminated.
3. The Board shall notify by May 1 those teachers on temporary contract of their employment prospects for the coming year.
4. The Superintendent or their designate shall, upon request, meet with the Union to discuss the nature and circumstances of the temporary position.
5. A teacher who is placed on a continuing contract while working on a temporary assignment that subsequently ends, or a teacher with a continuing contract who, while on the recall list, accepts a position that is temporarily vacant and that position subsequently ends, will return to a continuing position or be placed on the recall list per Article C.24.2.c (Layoff, Recall and Severance Pay), as appropriate. The notice requirement in Article C.24.2.a.ii (Layoff, Recall and Severance Pay) will not apply.
6. Teachers on temporary contract who have not received a less than satisfactory report shall be granted continuing contracts of employment not later than the completion of eighteen (18) months aggregate service (calculated from September 1, 1988) in the employment of the Board. The Board agrees to inform the Union of any positions temporarily existing within 15 days of the appointment.

### **ARTICLE C.22 PROBATION**

1. During the first 10 months of employment (whether as a temporary teacher or as a new teacher to the District on a continuing contract) a teacher shall not be released from the School District unless:
  - a. The teacher has received at least two less than satisfactory reports. The first report shall be followed by an assistance plan. There shall be no less than sixty (60) days between the reports. The evaluation process and criteria will be outlined to the teacher prior to the evaluation taking place. This article is

subject to the grievance procedure under Article A.6 (Grievance Procedure);  
or,

- b. Circumstances within the District warrant the use of Article C.24 (Layoff, Recall and Severance Pay).

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

### **1. Teacher Representative**

A teacher shall have the right to be accompanied by a representative at any meeting called to discuss the teacher's performance.

### **2. Confidentiality**

The Board shall use discretion and attempt to maintain confidentiality in discipline matters.

### **3. Discipline, Suspension and Dismissal**

- a. The Board may not dismiss or take disciplinary action save and except for just and reasonable cause.
- b.
  - i. Differences respecting dismissal and disciplinary action shall be subject to the grievance procedure in Article A.6 (Grievance Procedure).
  - ii. Dismissal grievances may be initiated at the joint committee stage of the dispute resolution process.
- c. Where a teacher is under investigation by the Board for any cause, the employee and the Union shall be advised in writing of that fact and the nature of the allegation immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified at the earliest reasonable time and before any action is taken by the Board, and the employee shall be advised of the right to be accompanied by a representative of the Union at any interview in connection with such investigation.
- d. Except as noted in Article C.23.3.e and unless the Union waives the right to such a meeting, the Board shall not suspend or dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
  - i. The employee and the Q.D.T.A. shall be given at least 72 hours' notice of the meeting, and a written statement of the grounds for the contemplated action.
  - ii. Twenty-four hours prior to the hearing, the employee and the Q.D.T.A. shall be given all documents that will be considered at the meeting.

- iii. The Q.D.T.A., on behalf of the teacher, may file a written reply to the allegations prior to the meeting.
  - iv. At such meeting, the teacher may be accompanied by a representative and/or advocate appointed by the Q.D.T.A. and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, and to present witnesses on behalf of the teacher, and to ask questions of clarification, of procedure and information.
  - v. The decision of the Board shall be communicated in writing to the teacher and the Union and shall contain a full and complete statement of the grounds for the decision.
- e. Where an employee is suspended under Section 15(4) or 15(5) of the School Act, the Board shall hold a meeting in accordance with the foregoing provisions unless the right to such a meeting is waived by the Union. Such meeting shall be held prior to the Board reaching a final decision on the disposition of the case. The Board retains the right to proceed under 15(7) of the School Act.
  - f. Both parties agree that investigations and reasons for decisions concerning teacher suspension and dismissal are best dealt with in a confidential manner. Should either side, however, feel compelled to release information concerning teacher suspension or dismissal to the media, the releasing party must first discuss the nature of the release with the other party.
  - g. When an employee receives a written warning, is suspended or dismissed by the Board, the Q.D.T.A. will be informed promptly by copy of the written warning, letter of suspension, letter of dismissal or by separate letter notifying the Union that disciplinary action has been taken.
  - h. When a teacher is to receive discipline, they shall have the right to have a Union representative in attendance.
  - i. At an arbitration in respect of the discipline, suspension or dismissal of a teacher, no material from the teacher's file may be presented unless the material was brought to the teacher's attention three (3) working days prior to the first arbitration hearing.
  - j. Conduct of a teacher during non-school hours and off school premises shall not be grounds for any form of discipline, except where there is just and reasonable cause for disciplinary action.

## **ARTICLE C.24      LAYOFF, RECALL AND SEVERANCE PAY**



## **1. Definitions**

### **a. Qualifications**

- i. In this agreement, necessary qualifications in respect of a teaching position means the possession of a valid teaching certificate for the Province of British Columbia, and one (1) or more of the following:
- ii. a university teaching major, or its equivalent, directly related to the teaching position, or
- iii. at least one (1) full time equivalent year of successful teaching experience in the position or in a similar position, or
- iv. a reasonable expectation based on a teacher's skills, abilities, professional development and overall classroom teaching experience that the teacher will be able to perform the duties of the position in a successful manner.

### **b. Terminations**

- i. For the purposes of this Article, "termination" (or "layoff") and "reduction in total numbers" includes the termination of teachers on continuing contract, termination of a temporary contract teacher prior to the end of the term of the contract and a decision by the Board, other than for just and reasonable cause, to not offer a further temporary contract at the expiry of a teacher's contract to a teacher who has been appointed after January 1, 1989 to two or more temporary contracts in the District.

## **2. Procedures**

### **a. Termination**

- i. When, for educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of teachers employed, the teachers to be retained on the active teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- ii. The Board shall give each teacher whose contract it intends to terminate, pursuant to this agreement, a minimum of forty-five (45) days notice in writing, such notice to be effective at the end of that school term, and to contain the reason for the termination and a list of teaching positions available or to be held by teachers with less seniority. A copy of said notification shall be sent to the Union.
- iii. If a teacher's contract has been terminated as indicated in Article C.24.2.a.i, the teacher's name shall be placed on a recall list for a period of 30 months (subject to Article C.24.2.c.v).

- iv. The teacher shall notify the payroll department, in writing, of their intention to remain on recall or receive severance pay, during the first 12 months or they will continue on the recall list and forfeit severance pay.
- b. Severance Pay
  - i. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed for just cause, may elect to receive severance pay at any time during the first twelve (12) months following the effective date of the termination.
  - ii. Severance pay shall be calculated at the rate of five percent of one year's salary for each F.T.E. year of continuous paid service with the Board to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's annual salary, including allowance, at the time of the teacher's termination.
  - iii. 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 section and the calculation of years of service shall commence with the date of such re-hiring.
- c. Recall
  - i. If a teaching position becomes vacant during the recall period noted in Article C.24.c.a.iii the Superintendent of Schools or designate will offer the position to the teacher on the recall list who is qualified for the position and has the most seniority in accordance with Article E.22.8 (Posting and Filling of Vacancies). If that teacher declines the offer the position shall be offered to the next qualified teacher on the recall list and the process shall be repeated until the position is filled.
  - ii. A teacher who is offered recall pursuant to Article C.24.2.c.i shall inform the Board whether or not the offer is accepted, within seven days of the receipt of such offer.
  - iii. The Board shall allow 10 days from an acceptance of an offer under Article C.24.2.c.ii for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, the Board and the teacher shall agree to extend the time limit to a maximum of twenty (20) days.
  - iv. A teacher on the recall list is responsible for keeping the office of the Superintendent of Schools informed of changes of name, address, telephone number and qualifications. For purposes of this agreement, an offer sent to the last known address by registered mail and returned as undeliverable will constitute a refusal in accordance with Article C.24.2.c.v.

## 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) Maximum sizes for regularly scheduled classes shall be:

#### Primary

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

#### Intermediate:

Single Grade Intermediate Classes	30 students
Multi Grade Intermediate Classes	27 students

#### Resource Class:

(e.g. Voyageur, Quesnel Secondary, Red Bluff)	11 students
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#### Secondary

Lab Oriented Science class	
Sr. Level	24 students
Jr. Level	27 students

Workshop (I.E., Home Ec.)	24 students
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Computer Labs	24 students
Graphic Arts (Correlieu)	26 students

Secondary English Class	27 students
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Any other class (except Music, Choir, Band)	30 students
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### **Maximum Secondary Teaching Load**

Pupil contacts per timetable  
cycle (except Music, Choir,  
Band)

190 students

***(See Letter of Understanding - Pg. 89)***

This number shall be pro-rated for part-time teachers.

- 2) Students shall not be assigned to classes on the basis of their sex.
- 3) The Board shall implement these sizes to take effect at the beginning of the school year commencing 1991 (September) and thereafter, at each consecutive September.
- 4) Every September each secondary school will, without prejudicing student needs and/or course selections, attempt to establish equitable teaching loads within the same curriculum areas.

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

No provincial language.

Local language:

1. The Union shall be granted representation on the Superintendent's Advisory Committee on the integration of students with special needs into the regular classroom.
2. The consideration of integrating a student with exceptional educational needs on a permanent basis into a heterogeneous class of students shall involve consultation by the School Based Team prior to integrating the student into the class or classes.
3. As appropriate a temporary placement will be made to prevent delay of the student's reception at the school. This temporary placement will allow time for the School Based Team to meet and such meeting will occur as soon as possible. Additional resources may be provided to the school during the temporary placement.

4. All students will receive their education in an enabling learning environment. The most enabling environment for students with special needs is normally determined through the School Based Team working collaboratively. The School Based Team will develop a process to formulate an individualized education plan for the student with special needs.
5. The School Based Team is composed of the classroom teacher(s), administrative officer(s), support services professional staff and, where appropriate, parents, other professional personnel, auxiliary staff, and the student. Other professional personnel may include professionals not employed with the District.
6. As approved by the Board, in-service training with release time and classroom aides, where necessary, will be provided to ensure that the integration experience is positive for the exceptional child, the regular children, and the teacher.
7. A classroom teacher may request that the School Based Team meet to review the program of a student with special needs, and to request support in developing appropriate action to meet the students' needs.
8. Where a teacher believes that there is a student in his/her class that has special needs, he/she shall refer such student to the School Based Team for consultation and, where appropriate, for support in developing a program to meet the student's needs.

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

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

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

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:447 students	Agreement in Committee (1998)
Counsellors	1:576 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:438 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:36.1 ESL/ELL students	Former LOU No. 5 (2000)

**17.15 Minimum staffing for libraries shall be:**

Students	Teacher Librarians
1 - 100	(Staff Decision)
101 - 200	0.5
201 - 300	0.6
300+	1.0

Reasonable effort will be made to supply library aides.

**ARTICLE D.4 PREPARATION TIME**

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

**LOCAL PROVISIONS**

Hours of Work

4. Each full time elementary teacher's weekly assigned instructional hours, exclusive of noon intermission, shall not exceed twenty-five (25) hours inclusive of:
  - a. one-hundred (100) minutes of preparation time [110 min effective June 30, 2019] of preparation time;
  - b. daily recesses.
5. Each full time secondary teacher's weekly assigned instructional hours, exclusive of regular noon intermissions, shall not exceed twenty-seven and one-half (27 1/2) hours inclusive of:
  - a. twelve and one-half percent (12.5%) preparation time per timetable week.
  - b. change periods and homerooms.
6. Part-time teachers shall receive a pro-rata entitlement based on their F.T.E. assignment to the School.

**7. Duration of a School Day for Teachers**

- a. The duration of the school day for a teacher shall not exceed seven consecutive hours inclusive of supervision as it pertains to Article D.30 (Supervision), instruction, recess, class breaks, preparation time and the regular noon intermission.
- b. The practice of consecutive hours, will only be altered with agreement of the Union. Such agreement not to be unreasonably denied

**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 / REMOVED BY  
LEGISLATION**

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

**ARTICLE D.22      REGULAR WORK YEAR**

1. The annual salary established for employees covered by this Agreement shall be payable in respect of the employees' regular work year which shall not exceed 195 days in session per school year. There shall be no more than 190 days of instruction and up to 5 non-instructional days.
2. All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, Christmas break and spring break, except in years when 195 days cannot be scheduled. The school year may extend into the last week in June, provided there will not be more than 190 days of instruction.
3. The first day of Christmas break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Sunday then school shall reopen Tuesday, January 3.

4. Normally, the first day of spring break shall be the third Monday in March. School shall normally reopen the fourth Monday in March.
5. In no event shall the number of instructional days in the regular work year exceed the requirements of Regulation 8 of the School Act.

#### **ARTICLE D.23 AVAILABILITY OF TEACHER TEACHING ON CALL OR UNCERTIFIED SUBSTITUTE**

1. When a classroom teacher is absent from a school, the Board will make every reasonable effort to employ a Teacher Teaching on Call or Uncertified Substitute to replace that teacher forthwith upon being informed of such absence.
2. When a teacher, who is excluded from Article D.23.1, is absent from a school, the Board will make every reasonable effort to employ a Teacher Teaching on Call or Uncertified Substitute to replace that teacher on the second day of absence and each day thereafter.
3. Teachers, except a Teacher Teaching on Call or Uncertified Substitute shall not normally be required:
  - a. To perform the tuition or instructional duties of a teacher who is absent.
  - b. To supervise the students of a teacher who is absent except in emergency situations.
4. A Teacher Teaching on Call or Uncertified Substitute shall only be required to perform the tuition, instructional and supervisory duties of the teacher the Teacher Teaching on Call or Uncertified Substitute has been called to replace or where no duties have been assigned for a portion of the day, such duties as may be assigned by the Principal.

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

1.
  - a. Extra-curricular activities and programs are defined as being beyond the activities relating to Provincially and locally established curriculum.
  - b. The Board and Q.D.T.A. agree that extra-curricular activities are an important aspect of school programs. It is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.
  - c. Extra curricular activities shall not form any part of a job description, posting, evaluation of a teacher, nor will it be a consideration for placement of teachers presently employed on a temporary or continuing contract or teachers on the recall list.
2. The Board agrees to indemnify teachers voluntarily involved in authorized extra-curricular activities against each and every claim or action brought against the teacher as a result of the lawful performance by the teacher of their duties.

## **ARTICLE D.25      HEALTH AND SAFETY**

1. The Board agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the work place.
2. The Board shall ensure that each work site can access online, through a link on the District health and safety web page, the Occupational Health and Safety Regulation of the Workers' Compensation Act.
3. The District shall maintain a web page that contains Health and Safety information specific to the School District.
4.
  - a. A teacher with a concern regarding the physical working environment of their classroom or job site should report the concern to the principal and school based health and safety representative.
  - b. All Health and Safety concerns must be reported through the Health and Safety process. Emergent matters must be reported directly to the principal.
  - c. If the emergent matter is not satisfactorily resolved in a timely manner, the Superintendent or designate will meet with the Union President or designate to address the concern.

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

1. A District Health and Safety Committee shall be established. The Committee shall be composed of not fewer than six members. The members shall represent the Q.D.T.A., the employer and any other employee Union. In no case shall the employer's representatives outnumber those of the employee groups.
2. The Committee shall:
  - a. Determine its mandate in accordance with the W.C.B. Regulations and the Workplace Hazardous Materials Information System.
  - b. Make written recommendations to the Superintendent or designate on Health and Safety issues.
  - c. Receive and review site based health and safety minutes.
  - d. Hold regular meetings in accordance with the W.C.B. Regulations, during instructional time and forward copies of the meeting minutes promptly to the employer and the Q.D.T.A. and all job sites. The minutes will be posted on the District Health and Safety web page.
3. School based Health and Safety Committees should be established under the direction of the Principal.
4. The Committee may contribute to a web page that contains health and safety information as per Article D.25.3 (Health and Safety).

5. The Superintendent or designate will respond in writing to written recommendations from the committee within twenty-one (21) days of receiving a recommendation, and either indicate acceptance of the recommendation, or give the employer's reasons for not accepting the recommendation.

#### **ARTICLE D.27 STUDENT MEDICATION AND MEDICAL PROCEDURES**

1. Teachers have a duty to render assistance to pupils in emergency situations.
2. The Board shall not require a teacher to administer medication on a regular or predictable basis.
3. Notwithstanding Article D.27.2, teachers in the rural schools of Nazko and Wells may be required to dispense simple oral medication should a principal or support staff not be available.

#### **ARTICLE D.28 FIRST AID ATTENDANTS**

Should a work-site be small enough that it is not covered by WCB regulations and the Provincial agreement, the Board will seek a volunteer first aid attendant from within the staff at that job site.

#### **ARTICLE D.29 STAFF MEETINGS**

##### **1. Notice**

At least 7 days notice of regular staff meetings shall be given; including the agenda to be considered.

##### **2. Agenda**

All staff members shall have the right to place items for consideration on the agenda.

##### **3. Minutes**

Written minutes of staff meetings shall be kept and circulated to all staff members.

##### **4. Attendance**

Teachers shall be required to attend staff meetings. There shall be one staff meeting per month. Such meetings shall not commence more than one hour prior to the beginning of classes nor conclude later than two hours after the usual dismissal time for students.

Part-time and itinerant teachers shall attend staff meetings. When a teacher works in multiple sites they will consult with the principals to determine which one (1) staff meeting they shall attend. Teachers will be responsible for keeping apprised of information discussed at the meeting(s) they miss.

Teachers employed 60% or more shall attend staff meetings.

Teachers employed less than 60% shall attend 50% of the staff meetings.

**5. Health & Safety**

Health & Safety matters shall be a standing agenda item at all regular staff meetings.

**6. Emergency Staff Meetings**

Staff shall attend emergency staff meetings in the event of a serious emergency issue such as serious illness, death, suicide threat or serious threat to the health and safety of students and/or staff. Such meetings shall be brief, twenty (20) minutes or less.

**ARTICLE D.30 SUPERVISION**

1. No teacher shall be required to perform more than 50 minutes supervision duty at times of the day in the school week other than the regularly scheduled noon intermission.
2. The total number of minutes of weekly supervision for the teaching staff at any school shall not be greater than the total number of minutes of weekly supervision for the teaching staff at that school during the 1993/94 school year. This clause does not apply to Riverview Elementary School. At Riverview Elementary, the total number of minutes of weekly supervision of teaching staff shall not be greater than the total number of minutes of weekly supervision for the teaching staff as of October 12, 1994.
3. The parties agree that, during the period September 1, 1992 to December 31, 1994, no teacher shall be assigned supervision duties during the school's regularly scheduled noon intermission. During an emergency situation, the Principal may require a teacher to be present at the school during the noon intermission.

**ARTICLE D.31 STUDENT SUSPENSIONS**

Teachers shall be given reasonable notice before being requested to provide school work for students who have been suspended from attending school. Normally, suspended students will be provided with such work by the end of the school day.

**ARTICLE D.32 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS**

The Board will seek input from the Q.D.T.A. in the planning, construction and equipping of new schools or school additions.

**ARTICLE D.33 HOME EDUCATION**

Teachers who enroll classes or otherwise provide educational programs to school-based students shall not be required to; register, instruct, prepare materials or exams, assess or prepare reports or provide other educational sources to home education students unless home education constitutes a part of the teacher's assignment.



## **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 Principals 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 Principal, 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 a Principal 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 Principal 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 EMPLOYER SHALL NOT DISCRIMINATE**

1. The employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, or discharge, by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, gender, gender presentation, marital or parental status, family relationship, place of residence, disability, nor by reason of membership or activity in the Union.
2. The Board and the Union support the concept of achieving a non-sexist and non-racist working and learning environment. Toward this end the Board agrees to include a statement that it is an equal opportunity employer in advertisements for employment.

## **ARTICLE E.21 PERSONNEL RECORDS**

### **1. Personnel Records**

- a. There shall only be one personnel file for each teacher that shall be maintained at the district office.

Any file specific to a teacher shall be destroyed when the teacher or the principal leaves that school.

Files related to an investigation under articles C.22 (Probation), C.23 (Discipline, Suspension and Dismissal), and C.3.2 through C.3.8 (Evaluation) that is ongoing at the time the teacher or principal leaves the school will not be destroyed until the investigation is complete.

- b. A teacher shall have the right to have access to and review their personnel file.

- c. An appropriate School Board official shall be present when a teacher reviews their personnel file, and the teacher may be accompanied by an individual of their choosing.
- d. Personnel files shall only be accessible to the Superintendent, Director of Instruction – Human Resources, Human Resources Officer and, relevant information on a needs-to-know basis, to appropriate excluded staff.
- e. Where material critical of a teacher, or in the nature of a reprimand, is placed in a file, a copy of each item filed shall be forwarded to the teacher. The Board agrees that only factual material and material relevant to the employment of the teacher, shall be maintained in personnel files.
- f. A teacher who is issued a letter of investigation involving potential discipline and the subsequent results of the investigation indicate no wrong doing, may request that copies of the letter(s) be removed from the District and School files following the concluding letter. Upon such request the letter shall immediately be removed.
- g. Where material critical of a teacher, or in the nature of a reprimand, is placed in a District file, the teacher may request that the material be removed from the file after two (2) years, provided that no further material of that nature has been subsequently filed and provided the Superintendent agrees to the removal. The Superintendent's decision shall be final.
- h. Where material critical of a teacher, or in the nature of a reprimand, has been placed in a District file, and was not removed under (g) above, the material will be removed after four (4) years provided:
  - i. no further material of a similar critical nature has been filed;
  - ii. the teacher has provided uninterrupted service to the District during the four (4) year period;
  - iii. the document is not:
    - 1. part of a formal evaluation;
    - 2. related to an action which compromises the safety or well-being of students;
    - 3. relevant to any pending disciplinary action;
    - 4. related to any serious misconduct that could raise Human Rights issues.
- i. The Superintendent, upon request, may reconsider the retention of a letter that remains on file after four (4) years. The Superintendent's decision shall be final.

## **ARTICLE E.22 POSTING AND FILLING OF VACANCIES**

## 1. Definitions

For this Article the following terms shall have the meaning specified.

- a. Appointment: An appointment is the full-time or specified part-time employment of an employee on a continuing, temporary or on-call basis.
- b. Position: A position is a specified subject area(s) and/or programs, and/or grade level(s) on a full-time or specified part-time basis at a designated school(s) or work location(s).
- c. Basic Qualifications: A valid teaching certificate for the Province of British Columbia, and one or more of the following; a university teaching major, or its equivalent, directly related to the teaching position; teaching experience in the position or in a similar position; or a reasonable expectation based on a teacher's skills, abilities, professional development and overall classroom teaching experience that the teacher will be able to perform the duties of the position in a successful manner.
  - i. There may be specific qualifications for a position which will be identified in the posting.
  - ii. Additional qualifications as outlined in the yearly District memo.
- d. Special Positions include the following:
  - i. District positions of special responsibility as per Article B.29 (Supplemental Allowances)
  - ii. District Helping Teachers
  - iii. District and School Support Services Teachers
  - iv. Learning Assistance Teachers
  - v. Music Teachers
  - vi. Teacher Librarians
  - vii. Counsellors
- e. Assignment: An assignment is the specific work undertaken by an employee within a given position.
- f. Reassignment: A change in position and/or assignment within a specific school or district position and/or assignment.
- g. Vacancy: Means a newly created continuing or temporary position or an existing continuing or temporary position vacated by the incumbent.
- h. Posting: The official notification that a vacancy exists in the School District.

- i. Job Share Team: Two teachers with continuing appointments with the District who apply to fill an existing vacancy or who wish to share one of their existing continuing appointments. In accordance with E.22.12 (Job Sharing).

## **2. Content of Posting**

- a. Every posting shall contain the following information:
  - i. Position/Location
  - ii. Continuing/Temporary/Full Time/Part Time
  - iii. Initial assignment
  - iv. Start date/end date if applicable
  - v. Closing date and time for receipt of application
  - vi. Basic Qualifications
  - vii. Additional Qualifications-if applicable
- b. Where a teaching vacancy exists, the principal shall consult with the school union representative(s) before the posting is finalized at the school or job site level.

## **3. Posting Location/Time**

Posting will be advertised as follows:

- a. All vacancies shall be posted as soon as possible after they become known.
- b. All postings shall be posted on the school district website for a minimum of three (3) work days.
- c. All continuing appointments shall be posted within the peak post and fill period. The peak post and fill period is defined as the period starting with the last Monday of May, continuing to the last Monday in June, recommencing the last two weeks of summer break, and finishing on Labour Day.
  - i. The board and union may agree to post continuing assignments outside of the peak post and fill period.
- d. All postings shall be posted to the website no later than 12:01 p.m. on the first day and close no sooner than 3:30 p.m. on the last day.

## **4. Application for Posted Positions**

- a. All teachers in the District are eligible to apply for all posted positions.

- b. Internal applications for the posted position must be received at the District Administration Office within the period specified on the posting.

## **5. Reassignments/Special Positions**

- a. For the purposes of reassignment, all positions including Special Positions, greater than 0.2857 F.T.E. shall be posted.
- b. At secondary schools, unassigned blocks will be reallocated to full-time staff with continuing contracts at the school, according to seniority and qualifications, to ensure full-time jobs are maintained where possible. Full time jobs that are vacated shall be posted.
- c. Temporary Special Positions of less than or equal to 0.2857 F.T.E. may be filled from within the school/site as part of a reassignment, and may allow a continuing employee to increase their F.T.E. for the duration of that school year.

## **6. Advertising for the Position**

The District shall advertise positions outside the District if these positions have been posted internally and cannot be filled internally.

## **7. Vacancies occurring during the school year**

Vacancies that occur after the start of the school year will be filled as follows:

- a. All vacancies after the start of the school year, that are known on the outset to be at least thirty (30) school days shall be posted on the school district website;
- b. All such vacancies will be filled on a temporary basis for the term of the temporary assignment or until the end of the current school year, whichever is earliest.
- c. Teachers who fill vacancies not known at the outset to be vacant for at least thirty (30) school days and therefore not posted, will retroactively be granted seniority for service in the vacancy to the first day worked in the vacancy provided such service has been for thirty (30) consecutive school days or longer. Professional Development and/or Non Instructional days shall not be considered a break in the consecutive days. Such service will also be recognized as a temporary appointment. Should the district approve a short absence for a teacher, the teacher will be granted a retroactive contract provided they have completed thirty (30) days in the assignment.
- d. A teaching position filled on a temporary basis to accommodate a leave for the incumbent shall not be posted provided that the leave is extended and that the appointee is reassigned to that position.

## **8. Filling Positions**



- a. When filling a continuing appointment or position, the applicant with the most seniority who possesses the necessary qualifications shall be selected.
- b. When filling a temporary appointment or position for the upcoming school year, during the period starting with the last Monday in \*\*\*\* May and extending two weeks following the start of the school year in which the appointment will be worked, the applicant with the most seniority who possesses the necessary qualifications shall be selected.

**9. Union Consultation**

- a. During the period May 1 to June 30 of each year a weekly meeting will be scheduled between the Superintendent (or designate) and a representative of the Union for purposes of information and discussion of matters related to posting and filling of positions. Additional meetings may be scheduled as needed.
- b. The District, after consultation with the Union, shall post a memo outlining any additional details for the annual peak period of posting and filling.

**10. Full Time/Part Time Leave of less than Two Years**

Teachers who are on Leave of Absence for two full school years or less shall on return from leave be placed in their former position. If their former position does not exist, they will be declared surplus and Article E.23.4 (Surplus to Position Transfers) shall apply..

**11. Full Time/Part Time Leave of More than Two Years**

Teachers who are on Leave of Absence for more than two full school years shall be placed on the Recall List upon their return from such leave. Employees so placed on the Recall List will not have access to Severance Pay.

**12. Job Sharing**

- a. Proposals to form a job share team must be submitted to the office of the Director of Instruction-Human Resources by May 15 for approval prior to the school year intended for job sharing.
- b. Job Share Process
  - i. For seniority purposes, the seniority of the teacher who secured the position through the posting and filling process will be used to determine the seniority of the job share team.
  - ii. The vacated position(s), as a result of the formation of the job share team will be relinquished.
  - iii. Upon dissolution of the job share team, the teacher who originally secured the position shall retain the position.

- iv. Should the senior partner, who originally secured the position, choose to vacate it upon the dissolution of the job share team, the position shall be posted. Should the junior partner, who originally secured the position, choose to vacate it upon the dissolution of the job share team, right of refusal goes to the senior partner; if the senior partner declines, the position shall be posted.

## **ARTICLE E.23      TRANSFERS**

1. The parties support the practice of teacher transfers to meet District staffing requirements.
2. **Board Requested Transfers**

The Board may request, after consultation with the Union, that a teacher accept a transfer to another position by making such request through the Superintendent or designate as early in the school year as possible and not later than March 15. The teacher after considering the request may accept the request and will so notify the Superintendent within three (3) days of the request. In the subsequent year if the Board makes the same request of the teacher and the teacher is transferred without agreement, the following condition(s) shall apply:

- a. A Board official intending to recommend transfer of a teacher shall meet with the teacher at least one month prior to the recommendation being placed before the Board. The nature of the transfer, and the reasons for it shall be communicated to the teacher. The teacher may be accompanied by a member of the Union.
  - b. Any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years.
  - c. Transfers initiated by the Board for the following September shall be completed no later than June 1 in a school year, save when they are necessitated by circumstances not reasonably known to the Board by April 30th in such year.
3.
    - a. The Board shall not require a teacher to accept a transfer to another school community. Should there not be any positions available in the teacher's school community, they will be placed on the recall list subject to the terms and conditions of Article C.24 (Layoff, Recall and Severance Pay) of this Collective Agreement.
    - b. In the event that a teacher agrees to accept a transfer to another school community, reasonable moving and relocation expenses shall be paid by the Board to the teacher.
    - c. With respect to transfers, the Board and the Union will recognize three school communities.
      - i. Wells

- ii. Nazko
- iii. All others

#### **4. Surplus to Position Transfers**

Should the district determine that it is necessary to downsize a school staff, the teachers to be retained on the active teaching staff of the school shall be those who have the greatest district seniority, provided they possess the necessary qualifications for the positions available. Teachers will receive a letter from the district prior to the commencement of posting and filling notifying them that they have been declared surplus to the school.

It is agreed that a teacher who has been declared surplus to a school should bid on all jobs for which they are qualified and which have an equivalent FTE. Should circumstances at the school change before the first day of instruction, and it is no longer necessary to downsize, the teacher will be given the option of remaining at their previous school or staying in the position to which they have successfully posted.

Teachers who have not secured a position must leave contact information with the District for the first week and last two weeks of the summer vacation.

Should a teacher, surplus to position, fail to secure a position by the start of the school year, they will be placed in a contracted TTOC position and the District will reserve the right to place the teacher in any vacancies the teacher is qualified to teach with equivalent or greater FTE.

- 5. The Board will not initiate a transfer for punitive or arbitrary reasons.

#### **ARTICLE E.24 FALSE ACCUSATION**

- 1. When a teacher has been accused of physical or sexual misconduct involving a student, in the course of exercising their duties as an employee of the Board, and if
  - a. the Board concludes that the allegations have not been established to be true, and no criminal charges are laid, or
  - b. the Board concludes that the allegations have not been established to be true and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the allegation, or
  - c. an arbitrator considering discipline or dismissal of the teacher finds the allegation to be false, and no criminal charges are laid, or
  - d. an arbitrator considering discipline or dismissal of the teacher finds the allegation to be false; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, then

2. The Board and the Union shall assist the teacher and the teacher's family with counselling or appropriate assistance as mutually agreed upon to deal with the negative effects of the false accusation.
3. Should a teacher be suspended for physical or sexual misconduct involving a student, in the course of exercising their duties as an employee of the Board, and, Article E.24.1.a, Article E.24.1.b, Article E.24.1.c or Article E.24.1.d apply, then the teacher shall be reinstated and receive retro-active pay for the time they were suspended.

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

1. Where it has not already occurred, the Board shall request that the student and/or parent/guardian of the student meet first to discuss the matter being appealed with the teacher(s) and/or the Principal concerned.
2. Where a student and/or parent/guardian files an appeal under the School Act and Board Policy of a decision of a teacher(s) covered by this agreement,
  - a. the teacher(s) shall be notified as soon as possible of the appeal and be provided with a copy of the Notice of Appeal and a draft copy of the Superintendent's report which will include all documentation that will be given to the Board relative to the appeal;
  - b. prior to the Board Hearing, the teacher(s) shall have the opportunity to provide a written reply to any allegations contained in the appeal;
  - c. the teacher(s) may attend any meeting with the Board where the appellant is present and the teacher(s) shall have the right to representation by the Union at this meeting;
  - d. the teacher(s) will be advised of the outcome of the appeal.

## **ARTICLE E.26 OFFERS OF APPOINTMENT**

1. Offers for a teaching appointment will be made by the Superintendent of Schools or designate.
2. Offers of appointment shall be confirmed in writing, by fax or email within 2 working days of the verbal offer being made.
3. Offers of appointment shall be deemed to be accepted if the acceptance has been sent by fax or email within a further 2 working days.

## **ARTICLE E.27 TEACHER IN CHARGE**

1. In each school the Principal shall annually appoint a Teacher in Charge from the teachers who volunteer. More than one teacher may be appointed at each site. A teacher has the right to refuse to act as Teacher in Charge except in emergencies.

2. In the event that the Principal assigned to the school is absent from the school, the Teacher in Charge may be requested to assume the duties specified in this article for periods not exceeding five consecutive days at any one time unless mutually agreed upon by the teacher and the union. Absence of a Principal for more than five consecutive days shall normally be filled by a temporary administrative appointment.
3. The Teacher in Charge shall ensure that the safety of the students and the security of the school are maintained, and shall deal with emergent matters with the required assistance from district supervisory staff. Routine attendance recording and information reporting as required shall be maintained.
4. However, the Teacher in Charge shall not be responsible for ongoing administrative or managerial duties in relation to other teachers and specifically shall not have any responsibility for evaluating or supervising other teachers.
5. While acting as Teacher in Charge, the teacher is covered by all the terms and conditions of this agreement.
6. When acting as Teacher in Charge, the teacher shall be provided with a Teacher Teaching on Call on an “as needed” basis. Absences of a Principal for less than ½ a day, may or may not require a TTOC. A request for release time by the Teacher in Charge shall not be reasonably denied.
7. A Teacher in Charge shall receive the following rates for each half day or portion worked:

Band 1 School	\$20.00 per half day worked
Band 2 School	\$20.00 per half day worked
Band 3 School	\$25.00 per half day worked
Band 4 School	\$30.00 per half day worked
8. Administration will provide in-service on building safety and emergency procedures.

## **ARTICLE E.28 HEAD TEACHER**

1. Head Teachers shall be appointed to worksites which are under the jurisdiction of a Principal responsible for more than one worksite.
2. Existing positions of Head Teacher shall not be eliminated or changed without consultation with the union.
3. Head Teachers shall be appointed annually by the Superintendent or designate from among the volunteers for the position.
4. Notification that a position includes that of Head Teacher may appear on a posting.

5. Employees appointed to the position of Head Teacher shall receive a supplemental allowance equivalent to Department Head allowance, pro-rated for a portion of a year's service.
6. While acting as Head Teacher, the teacher is covered by all the terms and conditions of this agreement.
7. Employees appointed to the position of Head Teacher shall be given release time from instructional duties for administrative duties . A portion of the school's administrative time shall be made available to the Head Teacher through the mutual agreement of the Head Teacher and the Principal. This time shall be in addition to preparation time.
8. The Head Teacher shall assure that the safety of the students and the security of the school are maintained, and shall deal with emergent matters with the required assistance from District Supervisory Staff. Routine attendance recording and information reporting as required shall be maintained.
9. However, the Head Teacher shall not be responsible for the ongoing administrative or managerial duties in relation to other teachers and, specifically, shall not have any responsibility for evaluating or supervising other teachers.

## **SECTION F      PROFESSIONAL RIGHTS**

### **ARTICLE F.20      NON-INSTRUCTIONAL DAYS**

1.      a.      Subject to the school calendar the Board agrees to make provision to use up to five (5) non-instruction days for the purpose of teacher professional development. The use of two (2) of these days shall be determined by individual schools' staff and the third may be planned by the Professional Development Committee as a District Pro D Day. Any additional days available may be used at the Board's discretion for professional development purposes or other approved activities in meeting District objectives.
- b.      Any District days not used may be allocated for individual school use. The Board will consult with the Professional Development Committee prior to finalizing the purpose of its day(s).
2.      a.      Teachers who agree to accept an assignment between the end of one school year and the start of the next school year shall be paid a daily rate of 1/195th of their annual salary for each day of work required by the assignment. (Pro rated for a portion of a day.)
- b.      This clause shall not entitle a teacher to receive additional pay for performing duties normally associated with a regular teaching assignment.
3.      In no event shall the number of non-instructional days in the regular work year be fewer than provided by Regulation 8 of the School Act.

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

1.      There shall be established a Professional Development Committee with representation from the QDTA, QPVPA, and District Administration. The QPVPA and District Administration shall have one vote per group. This Committee shall be chaired by the Union's Professional Development Chairperson. Quorum shall be 50% plus 1 active Union members. This Committee shall be responsible for establishing the annual Professional Development budget outlining an annual program implementing activities and authorizing payments.
2.      Upon receipt of the annual budget and program, the Board shall contribute \$45,000. per year into the Professional Development Fund. The Union's contribution will be \$8,000 each year. Semi-annual financial reports will be provided to the Board and residual amounts shall remain to the credit of the fund.
3.      The cost of any Teacher Teaching on Call required to replace teachers involved in professional development shall be paid by the Board.
4.      Professional development activities shall be applicable to teaching and teaching related activities.

5. Nothing in this article shall limit the Board's right to direct and pay for additional professional development activities or undertakings. (Costs related to Board directed professional development will be borne by the Board from its general funds.)

## **ARTICLE F.22 CURRICULUM IMPLEMENTATION**

1. When new curriculum is being introduced to the School District, the Board will seek input from teachers, through a variety of Ad Hoc Committees, the makeup of which will depend upon the nature of the curriculum and grade levels involved. Teachers who serve on the various Ad Hoc Committees shall be appointed by the Union.
2. All recommendations of the Ad Hoc Committee will be considered and responses to the recommendations will be provided to the Ad Hoc Committee members.

## **ARTICLE F.23 INTENTIONALLY LEFT BLANK / REMOVED BY LEGISLATION**

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

Teachers shall, consistent with the requirements of the School Act and Regulations, the prescribed and authorized curriculum and District program expectations, have individual professional autonomy in determining the methods of instruction, planning, presentation and evaluation of course materials in the classes of pupils to which they are assigned.

## **ARTICLE F.25 PAYMENT OF TUITION COSTS**

1. The Board shall pay to a teacher the cost of tuition for each unit (1/2 unit) successfully completed through recognized institutions in order to advance their qualifications towards higher categorization up to a maximum of Category 6 (PA). In addition, tuition will be paid for each unit (1/2 unit) completed through a university extension course. Tuition will be reimbursed in or after September of the same year upon presentation of proof of credits and only if the teacher returns to the District to teach the full year following.
2. If a teacher who has been paid this tuition leaves the employ of the Board for any reason whatsoever before the completion of the following year, the tuition so paid may be deducted from their final payment on a pro-rata basis at the discretion of the Board. To be eligible, teachers are required to advise the Superintendent of Schools, in writing, of the institution and session or extension course that they wish to enter. The Superintendent of Schools, after reviewing the advice, will determine the eligibility of the teacher, institution, and course. Eligibility will be based on relevance to teaching. The teacher will be advised as soon as possible. The approval of the Superintendent of Schools must be given prior to enrollment to ensure reimbursement of tuition.
3. Courses taken while on leave covered by Article G.23 (Education Leave) of the agreement will not be covered by this clause.

## **ARTICLE F.26 SCHOOL ASSESSMENT**



1. Clarification of the purposes, objectives and timing of an assessment will be provided to school staff prior to an undertaking of a school assessment.
2. School staff will be consulted prior to the allocation of funds for clerical assistance and release time related to the assessment process.
3. The Superintendent, after consultation with the school staff, may defer an assessment for one school year.

## **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.22 (Compassionate Leave) for short term compassionate leave of up to five days]

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

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

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

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

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

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

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

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

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

#### **LOCAL PROVISIONS:**

5. Leave of absence in excess of the above noted five (5) days [under Article G.4.1] shall be granted upon written request.

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

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

#### *Implementation:*

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

[Note: See also Article G.24 (Discretionary Leave)]

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

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Articles G.6.1.a and G.6.2 to G.6.8 do not apply in School District No. 28 (Quesnel)]

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

Elected union officer release

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

## **LOCAL PROVISIONS:**

### Leave for Union President

11. The Board shall continue to pay the President their salary and to provide benefits as specified elsewhere in this Agreement. The Union will reimburse the Board for all such salary and benefit costs upon receipt of a statement.
12. For the purposes of pension, experience, and seniority, the President shall be deemed to be in the full employ of the Board. The President shall receive credit for normal sick leave accumulations. The President shall inform the Board of the number of days or partial days, if any, that they were absent from presidential duties due to illness. Such days or partial days shall be deducted from the President's accumulated sick leave credits.
13. In the event, the President is unable to fulfill the presidential duties for a period of three or more days the Board, if requested by the union, shall provide a substitute teacher to permit another teacher to assume the duties of the President. Provisions of Article G.6.9, G.6.10, G.6.11, and Article G.6.12 shall also apply.

### Leave for B.C.T.F. Officers and Members Appointed to the Staff of the Federation

14. An employee who is elected to a full-time position as an officer of the B.C.T.F. or who is appointed to a full-time term contract of employment with the B.C.T.F. shall be granted a leave of absence without pay for the duration of such duties. For purposes of experience, and seniority the employee shall be deemed to be in the full employ of the Board. The employee shall receive credit for normal sick leave accumulations.
15.
  - a. The employee shall be entitled to return to a position with the Board and the issue of the return to their former assignment or another mutually agreeable assignment will be discussed and agreed to prior to taking the leave.
  - b. Return shall be:
    - i. at the commencement of the term and Notice of Intent to return must be provided by April 30 for return September 1 and by October 15 for return January 1, or
    - ii. at some date, other than the above, which is mutually agreed upon. If there is failure to agree the dates specified in (i) apply.

#### Leave for Union Activities

16. Upon written request by an employee to the Superintendent of Schools, the employee shall be granted a leave of absence to conduct union business. The request shall be made as early as possible and normally not less than three (3) working days prior to the commencement of the leave.
17. Such leave will not exceed 15 days per employee per school year, The Superintendent of Schools may grant additional leave of absence where a special request is made.
18. The Board shall continue to pay the teacher at their regular rate of pay during absences under this Article and the Union will reimburse the Board for such costs at the rate of a Category 5 (0) teacher on call.

#### Leave for Bargaining

19. On completion of each set of contract negotiations, the Board will reimburse the Union up to a maximum of three thousand (\$3,000.) for the costs of teachers teaching on call paid by the Union as a result of the absence of the Q.D.T.A. negotiating team from the classroom for purposes of meeting with the District negotiating team.

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

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

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

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

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

1. A teacher shall be granted leave upon request to accept a position if the teacher is:
  - a. Replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
  - b. Their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
3. The vacated teaching position will be posted as a temporary position during this period.
4. Where there are extenuating personal circumstances that extend the leave of the Principal or Vice – Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).
5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
  - a. Teacher Evaluation



- b. Teacher Discipline
6. Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local collective agreement or otherwise agreed to between the parties.

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

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

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

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

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

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

#### **ARTICLE G.20      SICK LEAVE**

1. Sick leave means the period of time a teacher is permitted to be absent from work at their regular rate of pay while ill, disabled, quarantined or because of an accident for which compensation is not payable under the Worker's Compensation Act.
2. Sick leave allowance means the number of days that a teacher has been credited through service to the Board and for which they will be entitled to sick leave at their regular rate of pay.
3. Sick leave is earned at the rate of one-and-one-half (1.5) days for each month of the school year the teacher is in the service of the Board.
4.
  - a. In each year, no fewer than fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. Teachers commencing employment with the Board during the year shall then have available to them the pro-rata portion of sick leave benefits which would accrue to them for the balance of the school year.
  - b. A teacher who leaves the employ of the Board prior to the end of a school year shall have deducted from their final pay any sick days used but not earned.
5.
  - a. When a teacher has not used their sick leave allowance or has only used a portion of it, the entire unused allowance shall accumulate. A teacher returning to employment with the Board shall have their accumulated sick leave reinstated.
  - b. Deduction shall be made from sick leave allowance on the basis of one (1) day for one (1) working day (exclusive of holidays) of sick leave granted. The number of days for which a teacher may be allowed sick leave with pay shall not exceed 120 in any one school year.
6. A teacher may be required to produce a certificate from a duly qualified medical practitioner for any illness certifying that such teacher is unable to carry out their duties due to such illness.
7. There shall be no pay out of unused sick leave credits upon the termination of employment.
8. Accumulated sick leave amounts will be shown on teacher pay slips.

[See PCA Article G.1 (Portability of Sick Leave) for porting of sick leave to/from other school districts.]

## **ARTICLE G.21      WORKERS COMPENSATION SUPPLEMENTATION**

1. When a teacher is entitled to Workers' Compensation benefits arising out of a claim made pursuant to School District employment, they shall receive full pay from the Board during the period of time in which compensation benefits are being received and as long as they are eligible for sick leave.
2. All monies received by the teacher from Workers' Compensation for loss of wages, shall be forthwith turned over to the Board. The Board shall deduct the difference

between the Workers' Compensation payment and regular earnings from the employee's accumulated sick leave on a pro-rata basis.

3. The provision of this clause will be at the option of the teacher.

## **ARTICLE G.22 COMPASSIONATE LEAVE**

1. Compassionate Leave without pay, not exceeding five days, will be authorized by the Board, through the Principal, in the event of serious illness of any of the relatives named in Article G.4 (Bereavement Leave).
2. Leave not exceeding five days will be authorized by the Board with no loss of pay or accrued sick leave, through the Superintendent of Schools, when a letter is produced from a Doctor of Medicine stating that the presence of the employee is necessary for the well-being of any of the relatives named in Article G.4 (Bereavement Leave).

[See also PCA Article G.2. Compassionate Care Leave for leave longer than 5 days]

## **ARTICLE G.23 EDUCATION LEAVE**

1. The Board shall grant leave of absence without pay to a teacher on permanent staff, for a school year, to attend education courses for professional improvement. An increment of salary will be granted. Payment, by the teachers, for both the teacher's and Board's share of the eligible benefits must be made by the teacher to the Board in advance for each four (4) month period, should the teacher elect to continue the benefits during the leave of absence period.
2. The basic unit of leave shall be one year but, where appropriate, a portion of the school year may be granted.
3. Application for educational leave must be received by the Superintendent of Schools by April 30 of the school year preceding the school year for which the leave is requested. An extension to May 31 may be granted where the University entrance confirmation has not been received.
4. A teacher on leave of absence shall notify the Superintendent of Schools by April 30 of their intent to return to duty the following September.
5. The Board will pay tuition fees for teachers on leave to a career maximum of \$3000.00. Reimbursement will be made in or after September upon return to teaching duties in Quesnel and will be subject to successful completion of the course(s).
  - a. A teacher leaving the employ of the Board for any reason whatsoever before completion of three school years following return from leave shall have deducted from their pay, tuition on a pro-rata basis at the discretion of the Board. If sufficient payroll funds are not available to be deducted the teacher shall forthwith pay to the Board any outstanding amounts.

- b. Course selection under this article shall be subject to the approval of the Superintendent of Schools. Tuition reimbursement shall be limited to courses leading to obtaining an increased pay scale placement up to Category six (6).
- c. The total number of teachers eligible for tuition reimbursement and leave under this Article shall be limited to four (4) per year.

## **ARTICLE G.24 DISCRETIONARY LEAVE**

The Board shall grant a leave of absence to a teacher who requests such leave through the Principal. A maximum of three (3) days leave per teacher per year will be provided for. The teacher will be deducted one-half (1/2) of a Teacher-Teaching-on-Call as per Article B.2.6.a for the first leave day taken. The teacher will be deducted the full cost of a Teacher-Teaching-on-Call as per Article B.2.6.a for the second and third days taken. Such leave will not precede or follow the start or finish of school nor the Christmas, Spring or Easter Vacation Breaks except as approved by the Superintendent of Schools or designate. The Superintendent of Schools may limit the total number of teachers on leave for this purpose at any given time.

[See also Article G.5 Unpaid Discretionary Leave]

## **ARTICLE G.25 MATERNITY LEAVE**

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

- a. A pregnant teacher shall be granted upon request a leave of absence as provided for in Part 6 of the Employment Standards Act (1996).
- b. The Board may grant leave of absence for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the Spring break period.
- c. In the case of adoption, maternity leave shall be granted on request and shall commence from the date of arrival of the child in the home. All the provisions of this section shall apply, including all rights guaranteed under the Employment Standards Act (1996).

## **ARTICLE G.26 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN**

- 1. When a pregnant teacher with more than one year of service with the District takes the maternity leave to which they are entitled pursuant to the Employment Standards Act, and the teacher has applied and is eligible for E.I. maternity leave benefits, the Board shall pay the teacher:
  - a. 95% of their current salary for the first two weeks of the leave, and,
  - b. the difference between 75% of their current salary and the amount of E.I. maternity benefits received by the teacher, for up to a further 15 weeks.

2. The Board agrees to enter into the Supplemental Employment Benefit (SEB) Plan agreement required by the Employment Insurance Act in respect of such maternity payment.

#### **ARTICLE G.27 EXTENDED MATERNITY LEAVE**

1. Teachers granted leave, under Article G.25 (Maternity Leave) who choose not to return to work at the expiration of that leave, may apply for extended maternity leave 30 calendar days prior to the date of return.
2. Extended maternity leave shall be granted upon request for a period of up to a maximum of ten school months, with return to coincide with the commencement of a term or semester.
3. 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 Board with an acceptable medical certificate and shall qualify for sick leave provisions.
4. When a teacher has been granted extended maternity leave, the Board will permit the teacher to maintain participation in all benefit plans provided payment for the full cost of such benefits will be made in advance (each four (4) month period) by the teacher to the Board, for remittance to the carriers.
5. A teacher returning from short-term leave, within a school year, shall be reassigned to the same position held prior to the leave.
6. A teacher returning from extended leave shall be assigned to a reasonably comparable position within the District.
7. These items notwithstanding, a teacher may choose to apply for a transfer to another position.
8. Teachers shall confirm with the appropriate Administrator, their intention to return to work following the birth of the child at least thirty (30) calendar days prior to the expected date of return. Should the teacher wish to change the date of return, the requests shall be made to the Board at the earliest opportunity.

#### **ARTICLE G.28 EARLY RETURN AND EMERGENCY SITUATIONS**

1. In the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may return to duty earlier than provided in the agreed-upon leave.
2. The teacher intending to make an early return to duty will submit a written application and a medical certificate.
3. In emergency situations, the teacher's application for leave will be considered on shorter notice.

## **ARTICLE G.29      PATERNITY LEAVE**

Where the birth of a child requires a partner to be absent from their teaching duties, they shall be entitled to one (1) day of leave, with pay.

## **ARTICLE G.30      ADOPTION LEAVE**

Where the adoption, or first awarding of legal guardianship, of a child, requires a teacher to be absent from their teaching duties, that teacher shall be entitled to three (3) days leave, with pay. An additional two (2) days leave, without pay, may be applied for and will be granted.

## **ARTICLE G.31      SHORT TERM PARENTAL LEAVE**

1. A parental leave shall be granted as provided for in Part 6 of the Employment Standards Act.
2. The Board may grant leave-of-absence for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the Spring break period.

## **ARTICLE G.32      EXTENDED PARENTHOOD LEAVE**

1. The Board shall grant to a teacher who requests a leave of absence for parenting purposes a leave of up to two (2) school years. Such leave shall be without pay and must end on June 30, or another mutually agreeable time.
2. The provisions of Article G.27.3 and G.27.6 (Extended Maternity Leave) shall apply.

## **ARTICLE G.33      JURY DUTY / COURT APPEARANCE LEAVE**

1. Teachers shall be granted leave of absence for jury duty or in order to appear in court, subject to the following conditions:
  - a. If the teacher seeking leave is appearing in court on a personal matter, leave of absence will be granted. Teacher-Teaching-on-Call cost will be reimbursed to the Board by the employee granted such leave.
  - b. If the teacher is subpoenaed to appear in court as a court witness or for jury duty, leave of absence with pay will be granted by the Board. In such cases, the teacher will receive the teacher's regular rate of pay from the Board and shall turn over to the Board the amount of pay received for service as a court witness or for jury duty. The teacher will present proof of service and the amount of pay received.

## **ARTICLE G.34      PUBLIC DUTY LEAVE**

1. The employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the employer shall allow leave of absence without pay and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.
2. If a candidate is elected as an M.L.A. or M.P., the employee will be granted a leave without pay for the duration of their first term.

#### **ARTICLE G.35 CONVOCATION LEAVE**

A teacher who is entitled to attend a convocation of a University to receive a degree shall be granted a leave to a maximum of two teaching days and will suffer no loss of salary or accrued sick leave by reason of such absence.

#### **ARTICLE G.36 DEFERRED SALARY LEAVE**

Whereas in 1984, the Board and the Union agreed to a Deferred Salary Leave Plan Agreement to enable teachers employed by the Board to have the opportunity to take a one year leave-of-absence on a deferred compensation basis, and that plan provides for a separate agreement to be in force which will govern the leaves-of-absence and set out other understandings between the parties,

1. For the purpose of definition of this Article,
  - a. "Committee" means a Committee of five (5) members comprised of the President of the Union, two (2) members of the Union's Executive appointed annually, the Superintendent of Schools or designate and the Secretary-Treasurer of the Board.
  - b. "Eligible Teacher" means a teacher whose years of teaching service will total ten (10) years experience in School District No. 28 (QUESNEL) prior to commencement of the leave, and who has a continuing, full-time or part-time teaching appointment.
  - c. "Leave-of-Absence" is defined as a period of one school year from July 1 to June 30.
  - d. The years of service for leave for education purposes need not total ten (10) years, however, proof of utilization of leave for education purposes will be required prior to the teacher returning to duty.
2. It is understood that the total number of teachers on leaves-of-absence under provision of this agreement, in any one year, shall not exceed six (6).
3. Placement of a returning teacher will be in accordance with posting and filling provisions.
4. Requests to alter the leave year (by one (1)), must be submitted, in writing, by March 15th to the Director of Instruction – Human Resources.

5. Should this plan be ended as a result of changes to the Local Agreement, it is understood that individual teachers enrolled on the plan, prior to ending the plan, will continue on the plan until the provisions of their individual programs are completed.
6. Applications will be processed on a first come first served basis, but the right to approve or reject the applications will rest solely with the Board. Enrolment applications must be received by June 30th.
7. This Article may be cited for all purposes as "The Deferred Salary Leave Plan Agreement".



## SIGNATURES

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_,  
2016

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Tony Goulet, Board Chairperson  
School District No. 28 (Quesnel)

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Lisa Kishkan, President  
Quesnel District Teachers' Association

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Bettina Ketcham, Secretary Treasurer  
School District No. 28 (Quesnel)

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

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Jim Iker, President  
British Columbia Teachers' Federation

# LOCAL LETTERS OF UNDERSTANDING

## No. 1 E.I. SUPPLEMENT

### THE BOARD OF EDUCATION SCHOOL DISTRICT 28 (QUESNEL)

PURSUANT TO ARTICLE G.26 (SUPPLEMENTAL EMPLOYMENT BENEFITS) OF THE COLLECTIVE AGREEMENT WITH THE QUESNEL DISTRICT TEACHERS' ASSOCIATION, THE BOARD HEREBY SUBMITS FOR REGISTRATION THE FOLLOWING PLAN WITH REVENUE CANADA TAXATION, WHICH IS SUBJECT TO THE EMPLOYMENT INSURANCE ACT AS FOLLOWS:

1. The objective of the plan is to supplement the unemployment insurance benefits received by employees due to an interruption of earnings caused by pregnancy.
2. All employees of the School Board covered by the attached Collective Agreement are covered by the plan. This plan is only applicable to payroll dates as outlined in Article B.9.4.
3. The plan is to provide supplemental employment insurance benefits that will result in the employee receiving 95% of the employee's normal weekly earnings for the first two weeks and 75% of the employee's normal weekly earnings for the remaining period during which they are entitled to maternity leave under the B.C. Employment Standards Act. For the first two weeks of the employee's maternity leave, the Board will pay 95% of the employee's regular salary. For those weeks in which the employee is in receipt of unemployment insurance benefits, the employer will pay to the employee a supplemental payment so that the combined level of the unemployment insurance benefit rate and such supplemental payment is equal to 75% of the employee's regular salary. It is understood that in any week, the total amount of Supplemental Employment Benefits, unemployment insurance gross benefits and any other earnings received by the employee will not exceed 95% of the employee's normal weekly earnings during the first two weeks and 75% during subsequent weeks of coverage.
4. The employee shall be entitled to benefits as outlined in Article B.11 for the duration of the leave.
5. No benefits will be paid under this section until the employee has provided proof to the Board of receipt of Unemployment Insurance maternity benefits.
6. The maximum number of weeks for which benefits are payable under this plan for any one pregnancy is 17.
7. The plan shall be financed from the general revenues of the Board and will keep separate records.
8. The Board will register the plan with the Unemployment Insurance Commission and will inform the Commission of any changes to the plan within thirty days of the effective date of such changes.
9. This plan shall be effective upon registration.

**THE CORPORATE SEAL** of the  
Board was hereunto affixed by  
and in the presence of:

Quesnel District  
Teachers' Association

\_\_\_\_\_  
Chairperson of the Board

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Chairperson of the

**No. 2 SECONDARY PREPARATION TIME**

**LETTER OF UNDERSTANDING**

**between**

**THE BOARD OF EDUCATION**

**and**

**THE QUESNEL DISTRICT TEACHERS' ASSOCIATION**

**(Secondary Preparation Time)**

**NOTWITHSTANDING** Article D.4, the Quesnel District Teachers' Association agrees that preparation time will be provided on a weekly basis except where individual teachers agree to an alternate arrangement to accommodate the timetables at Correlieu Secondary, and Quesnel Junior School. This decision may not be reversed during the school year without the mutual consent of the Quesnel District Teachers' Association and the Quesnel Board of Education.

Each individual teacher shall receive not less than 12.5% preparation time according to Article D.4.5.a of the Collective Agreement.

This Letter of Understanding shall operate on a year to year basis. Either party may cancel the terms of this LOU by giving notice no later than March 1st of each year to be effective the following September 1<sup>st</sup>.

Date: January 18, 2021

For the Board:

For the Union:

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**No. 3 PREPARATION TIME: SEMESTER SYSTEM**

**LETTER OF UNDERSTANDING**

**between**

**THE BOARD OF EDUCATION**

**and**

**THE QUESNEL DISTRICT TEACHERS' ASSOCIATION**

**(Preparation Time: Semester System)**

The parties agree that, with the agreement of the teacher, the Board may hire secondary teachers for the fall semester without preparation time.

In this event, and a teacher is rehired for the spring semester, they must receive the appropriate preparation time in that semester for the full year.

In the event that a teacher is not rehired, that teacher will receive appropriate salary for the worked preparation time.

The parties agree that, with the agreement of the teacher, the Board may hire secondary teachers for the spring semester without preparation time.

They may work without preparation time and receive appropriate salary for the worked preparation time.

The parties agree that a teacher may not be hired for two consecutive semesters, in the same school year, without preparation time.

This Letter of Understanding shall operate on a year to year basis. Either party may cancel the terms of this LOU by giving notice no later than March 1<sup>st</sup> of each year to be effective the following September 1<sup>st</sup>.

For the Board:

For the Union:

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated this 10th day of January, 2008 at Quesnel, B.C.

**No. 4 ARTICLES C.22, C.24 & E.22**

**LETTER OF UNDERSTANDING**

**between**

**THE BOARD OF EDUCATION**

**and**

**THE QUESNEL DISTRICT TEACHERS' ASSOCIATION**

**(Articles C.22, C.24 & E.22)**

The following is intended to provide joint clarification and understanding on several parts of the Collective Agreement for future application:

- 1) Article C.22      Teachers achieving their first continuing appointment through recall remain subject to probation, for a total of 10 months, under Article C.22.
  
- 2) Article C.24.1.b      Teachers who complete two or more temporary contracts after January 1, 1989 and are not on continuing contracts will be placed on a recall list. Such teachers will be considered for vacancies under Article E.22.8.a.
  
- 3) E.22.7.a      All vacancies, after the start of the school year, that are known at the outset to be vacant for at least 30 school days, shall be posted.  
  
Teachers who fill vacancies not known at the outset to be vacant for at least thirty (30) school days and therefore not posted, will retroactively be granted seniority for service in the vacancy to the first day worked in the vacancy provided such service has been for thirty (30) consecutive school days or longer. Such service will also be recognized as a temporary appointment.

For the Board:

For the Union:

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

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

Dated this 14th day of February, 2008 at Quesnel, B.C.

# **PROVINCIAL LETTERS OF UNDERSTANDING**

## **LETTER OF UNDERSTANDING NO. 1**

### **BETWEEN**

### **THE BRITISH COLUMBIA TEACHERS' FEDERATION**

### **AND**

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

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

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

6. Effective date of local matters items:

- a. Agreements ratified by the school district and local union shall be effective upon the ratification of the new Provincial Collective Agreement unless the timelines are altered by mutual agreement of the provincial parties.

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

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

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

### **Housekeeping – Form Issues**

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

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

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



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

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

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

### **Section C – Employment Rights**

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

9. Retraining, Board directed education upgrading

## **Section D – Working Conditions**

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

16. Hearing and Medical Checks, Medical Examinations, Tests, Screening for TB
17. Teacher Reports on Students, Anecdotal Reports for Elementary Students, Parent Teacher Conference Days

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

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

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

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

### **Section G – Leaves of Absence**

1. Sick Leave, Sick Leave Portability, Preauthorized Travel for Medical Services Leave
2. Maternity and Parental Leave and Supplemental Employment Benefits Plan
3. Short Term Paternity Leave and Adoption Leave
4. Jury Duty and Appearances in Legal Proceedings

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

**January 22, 2021 - Provincial Matters**

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

**Appendix 2 – Local Matters**  
**Housekeeping – Form Issues**

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

**Section A – The Collective Bargaining Relationship**

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

**Section B – Salary and Economic Benefits**

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

## **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

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

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

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

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

1. Long Term Personal Leave
2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)
3. Deferred Salary/Self Funded Leave Plans



4. Unpaid Leaves: unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement, except for those elements of the clause that are provincial including: continuation of benefits, increment entitlement and matters related to pensions.

January 22, 2021 - Local Matters.

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

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

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

Date: Original April 23, 1997

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

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

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

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

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

British Columbia Teachers’ Federation

“R. Worley”

British Columbia Public School Employers’  
Association

“K. Halliday”

**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

**BETWEEN**

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

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

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

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

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**Letter of Understanding No. 3.a does not apply in School District No. 28 (Quesnel)**

**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**

**Letter of Understanding No. 3.b does not apply in School District No. 28 (Quesnel)**

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

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

**Remote Recruitment & Retention Allowance:**

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

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

*Revised: March 26, 2020*

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF



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

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

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

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

**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 26<sup>th</sup> day of March, 2020

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

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

**LETTER OF UNDERSTANDING No. 7  
BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

5. Consistent with Irene Holden’s previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

#### Example 1

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

#### Example 2

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

**LETTER OF UNDERSTANDING No. 8**

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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



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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

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Alan Chell  
For BCPSEA

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March 26, 2020  
Date

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Teri Mooring  
For BCTF

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March 26, 2020  
Date

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

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

### **BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

Agreed to on: November 26, 2012

*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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

## Appendix A to Letter of Understanding No. 9

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

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

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

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

The Boundary Teachers' Association agrees that the provisions of Article B.26.b (Posts of Special Responsibility – Allowances – French/Russian Language Program) and Article G.36 (Early Retirement Incentive Plan) will be suspended for the period of July 1, 2013 to the expiry of the Provincial Collective Agreement which commences on July 1, 2013.

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

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

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

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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For School District 51

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For Boundary Teachers'  
Association

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

### **BETWEEN**

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

### **AND THE**

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

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

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

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

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

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



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

**Example:**

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

*Original signed by:*

Renzo Del Negro

Jim Iker

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BCPSEA

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BCTF

April 22, 2015

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Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Please Note: This written notice must be provided by the teacher and received by the  
district no later than November 15<sup>th</sup> of the preceding school year for a  
transfer for TTOC experience credits earned up to and including  
November 15<sup>th</sup> to take effect on December 31<sup>st</sup> of the 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 1<sup>st</sup> (or 22 calendar days from the start of the class) as follows:

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

*Alan Chell*

*Teri Mooring*

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 13**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**  
**(BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

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

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

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

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

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 14**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**  
**(BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Cultural Leave for Aboriginal Employees**

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

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



**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN**

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

**AND THE**

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

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

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

Discussions will take place prior to June 30, 2020.

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

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

**Re: Early Career Mentorship**

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

**LETTER OF UNDERSTANDING NO. 17**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**  
**(BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Potential Grievance Resolution**

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

## **APPENDICES**

### **BENEFIT PLANS**

#### **FOR INFORMATION ONLY**

The following constitutes an outline of the benefit programs available to teachers at the time of signing the agreement with the Q.D.T.A. Union. These details are listed for information only and in no way reflect any liability on the School District if benefits are denied for any reason.

Teachers should ensure that they apply for coverage where they are eligible.

Questions should be directed to the Payroll Department.

#### **COVERAGE:**

Life Insurance	Sun Life
Basic Medical Hospital Coverage	M.S.P. of B.C.
Extended Health Care Benefits	Pacific Blue Cross
Dental Care Plan	Pacific Blue Cross

#### **ELIGIBILITY AND WAITING PERIOD:**

Generally teachers are eligible to join the following plans:

Basic Medical Hospital Coverage  
Extended Health Care and  
Dental Coverage ..... 1st of the month following one (1) continuous month of  
employment.

Life Insurance Coverage ..... 1st of the month following one (1) continuous month of  
employment.

#### **EXTENDED HEALTH BENEFITS AND DENTAL CARE**

Information about the Provincial Extended Health Benefit Plan and local dental plan can be accessed on the [school district website](#) under Human Resources.

Additional information can be accessed online through [Pacific Blue Cross](#).

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