

**Working Document**

**PROVINCIAL COLLECTIVE AGREEMENT**

**between**

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

**as**

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

**and**

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

**on behalf of**

**All employees included in the bargaining unit established  
under the *Public Education Labour Relations Act* ("PELRA")**

**in**

**SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)**

**THE BOARD OF EDUCATION OF SCHOOL  
DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)  
(The "Employer")**

**and**

**THE NORTH OKANAGAN-SHUSWAP TEACHERS' ASSOCIATION  
(The "Local")**

**EFFECTIVE JULY 1, 2022 TO JUNE 30, 2025**

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between B.C.T.F. and B.C.P.S.E.A. under the Public Education Labour Relations Act, as those terms and conditions are applicable to this School District. In the event of dispute, the original source documents would be applicable.

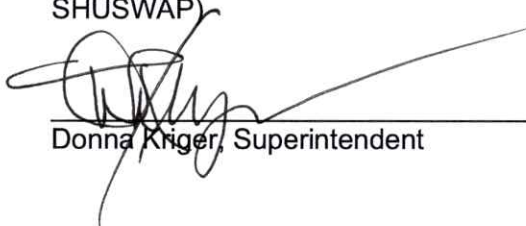
**Acknowledgement of Traditional Territories**

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

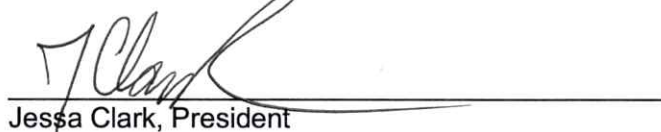
## SIGNATURES

DATED at Salmon Arm, BC this 25 day of April, 2025.

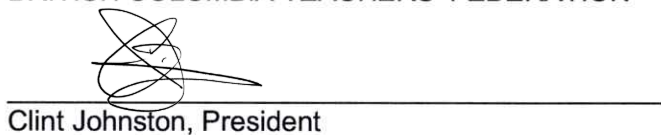
THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 83 (NORTH OKANAGAN-SHUSWAP)

  
\_\_\_\_\_  
Donna Kriger, Superintendent

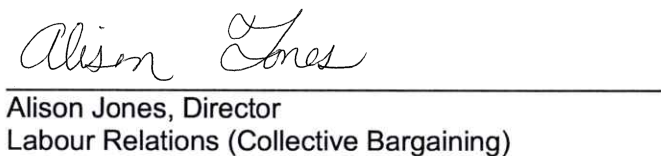
NORTH OKANAGAN-SHUSWAP TEACHERS' ASSOCIATION

  
\_\_\_\_\_  
Jessa Clark, President

BRITISH COLUMBIA TEACHERS' FEDERATION

  
\_\_\_\_\_  
Clint Johnston, President

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

  
\_\_\_\_\_  
Alison Jones, Director  
Labour Relations (Collective Bargaining)

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## PREAMBLE

1. The parties recognize and support the purposes of this Agreement to be:
  - a. To set forth the terms and conditions of employment agreed to between the parties;
  - b. To promote harmonious relations between the Employer and its Officials and the Association and all Teachers;
  - c. To encourage co-operation in providing efficient quality education services in the District;
  - d. To promote co-operation between the Employer and its Employees.
2. The Employer and Local seek to encourage and foster positive relations between groups and individuals of all races and cultures.
3. The Employer and Local condemn and will not tolerate expressions of racial or ethnic prejudice in any form by its Trustees, personnel and students.
4. The parties acknowledge that School District No. 83 (North Okanagan-Shuswap) lies on the traditional, ancestral, and unceded land of both the Secwépemc and Syilx people. The parties respect and value the history of the indigenous people of these lands, and the impact of the past on the present and the future. Both parties commit to working together towards practices and actions that support the Truth and Reconciliation Commission of Canada's Calls to Action.

NOW, THEREFORE WITNESSETH that the parties agree and covenant as hereinafter set forth.

## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

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

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

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



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

1.     The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2.     Pursuant to *PELRA*, School District No. 83 (North Okanagan Shuswap) recognizes the local [North Okanagan Shuswap Teachers' Association] as the teachers' union for the negotiation in the district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in the district subject to *PELRA* and the Provincial Matters Agreement.
3.     The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by Collective Agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

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

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

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

1.     The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.

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

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

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

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

### **1.        Preamble**

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

### **Steps in Grievance Procedure**

### **2.        Step One**

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

### **3.        Step Two**

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

### **4.        Step Three**

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

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

- i.        the number of representatives of each party at Step Three shall be three; and/or

- ii. at least one of the employer representatives shall be a trustee.
- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

## **5. Omitting Steps**

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

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

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

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

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

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

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

## **9. General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.

- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
  - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a Teacher Teaching on Call (TTOC) is required, such costs shall be borne by the employer;
  - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
  - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

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

### **1. Scope**

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

### **2. Process**

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

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

## **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. [See Article G.23]

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

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

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

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

## **ARTICLE A.20       MANAGEMENT RIGHTS**

The Local recognizes the right and responsibility of the Employer to manage and operate the School District and agrees that the employment, assignment and direction of the work force is vested exclusively in the Employer, subject to the provisions of this Agreement or applicable legislation.



## **ARTICLE A.21      SCHOOL STAFF COMMITTEES**

1.      There shall be established in each school year a recognized Staff Committee in each school, if the Staff so desires.
2.      The Staff Committee may study and make recommendations to the school Principal on any matters of concern to the Staff members.
3.      The school Principal will acknowledge receipt of the recommendations of the School Staff Committee and provide clarification of either acceptance or non-acceptance.

## **ARTICLE A.22      ACCESS TO WORKSITE**

1.      The Local's School Representative, elected in accordance with Local Association procedures, shall have the right to convene Local meetings in the school to conduct Local business by following the District's usual "booking" practices.
2.      Representatives of the Local and the BCTF shall have the right to access the worksite to transact Local business.

## **ARTICLE A.23      ACCESS TO INFORMATION**

Either party upon request of the other agrees to furnish to the representative of the other party the following information as soon as it is available:

- a.      professional employee information including list of employees, showing names, addresses, phone numbers, seniority and staff assignments;
- b.      notification of transfers, resignations, retirements, Employee death, discharges, notice of positions available and appointments;
- c.      public meeting agendas;
- d.      minutes of public Board meetings;
- e.      newsletters;
- f.      financial information, available to the public, including annual financial reports and audits, school district budgets, preliminary and final fiscal frameworks and statement of final determination or information on Ministry grants, taxes and sharing formula;
- g.      any other reasonable request for available information or data to assist with negotiations, arbitrations or grievances.

## ARTICLE A.24 COPY OF AGREEMENT

The parties shall jointly assemble the contents and share equally the costs of typing and printing this agreement in sufficient quantities for distribution to all teachers and management personnel. New teachers shall, upon hiring, receive from the Employer a copy of the current Collective Agreement. The NOSTA office shall type the collective agreement in preparation for printing. The details of assembly, typing and printing shall be agreed between the Employer and the Local.

## ARTICLE A.25 PICKET LINE PROTECTION

1. The parties agree that all teachers covered under this Agreement shall have the right to refuse to cross a duly constituted picket line. Such teachers shall be considered absent without pay.
2. Failure to cross a picket line encountered in carrying out school board business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action by the Employer.
3. Prior to the commencement of any strike the Local President or designate will meet with the Superintendent to discuss the safety of children.
4. Teachers will not be expected to carry out duties normally performed by striking employees nor shall teachers be required to direct pupils to carry out such duties.

## ARTICLE A.26 EXCLUSIONS FROM BARGAINING UNIT

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the mutual agreement of the parties.
2. Any exclusions shall be determined on the basis that the position involved:
  - a. any of the functions outlined in the **Labour Relations Code** as the basis for exclusion from the definition of an "Employee"; or
  - b. the functions of a Director of Instruction as provided by the **School Regulation**; or
  - c. any duties regarding the evaluation of the teachers as designated to Principals and Vice Principals in the **School Regulation**.
3. Any newly created position requiring a teaching certificate shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties. The provisions of paragraph 1 of this Article shall apply.

## **ARTICLE A.27      INTERPRETATION**

1. This Agreement is made pursuant to and governed by the ***School Act***, the ***Labour Relations Code*** and the ***Public Education Labour Relations Act***. In case of conflict between this Agreement and those Acts and any Regulations made thereunder, those Acts and Regulations shall prevail.
2. Terms used in this Agreement defined in those Acts shall have the meanings defined in those Acts.
3. The operation of Section 66 (2) of the ***Labour Relations Code*** is specifically excluded from this Agreement.

## **ARTICLE A.28      CONTRACTING OUT**

All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit. The Employer shall not contract out duties of the type and kind that would normally and regularly be performed by a teacher.

[See Letter of Understanding Re: Speech and Language Pathologists for provisions regarding the applicability of Article A.28 to Speech and Language Pathologists.]

## **ARTICLE A.29      RIGHT TO REPRESENTATION**

1. A representative of the union may attend a meeting between an employee and a representative of the employer if:
  - a. the meeting is related to a matter involving possible discipline of the employee or
  - b. requested by the employee
2. When such meetings are held during instructional hours, the representative of the local and the affected employee(s) shall be released from instructional duties without loss of pay.
3. This article shall not diminish the rights to representation in other clauses in the Collective Agreement, including, but not limited to, C.22 and G.24.

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

### **ARTICLE B.1      SALARY**

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

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

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

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

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

**TEACHER SALARY GRID  
EFFECTIVE JULY 1, 2022**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
<b>0</b>				
<b>1</b>	\$ 54,306	\$ 58,706	\$ 63,017	\$ 64,485
<b>2</b>	\$ 56,792	\$ 61,860	\$ 66,413	\$ 67,922
<b>3</b>	\$ 59,278	\$ 65,016	\$ 69,809	\$ 71,357
<b>4</b>	\$ 61,763	\$ 68,170	\$ 73,205	\$ 74,794
<b>5</b>	\$ 64,249	\$ 71,323	\$ 76,602	\$ 78,231
<b>6</b>	\$ 66,736	\$ 74,478	\$ 80,000	\$ 81,667
<b>7</b>	\$ 69,221	\$ 77,633	\$ 83,397	\$ 85,104
<b>8</b>	\$ 71,706	\$ 80,788	\$ 86,794	\$ 88,541
<b>9</b>	\$ 74,191	\$ 83,942	\$ 90,189	\$ 91,977
<b>10</b>	\$ 79,736	\$ 90,571	\$ 96,972	\$ 99,222

**TEACHER SALARY GRID  
EFFECTIVE JULY 2023**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
<b>0</b>				
<b>1</b>	\$ 57,972	\$ 62,669	\$ 67,270	\$ 68,837
<b>2</b>	\$ 60,626	\$ 66,036	\$ 70,896	\$ 72,506
<b>3</b>	\$ 63,280	\$ 69,405	\$ 74,521	\$ 76,174
<b>4</b>	\$ 65,932	\$ 72,772	\$ 78,147	\$ 79,843
<b>5</b>	\$ 68,586	\$ 76,138	\$ 81,773	\$ 83,512
<b>6</b>	\$ 71,241	\$ 79,506	\$ 85,400	\$ 87,179
<b>7</b>	\$ 73,894	\$ 82,874	\$ 89,027	\$ 90,848
<b>8</b>	\$ 76,547	\$ 86,242	\$ 92,652	\$ 94,517
<b>9</b>	\$ 79,199	\$ 89,608	\$ 96,277	\$ 98,185
<b>10</b>	\$ 85,358	\$ 96,957	\$ 103,809	\$ 106,217

**TEACHER SALARY GRID**  
**EFFECTIVE JULY 1, 2024 – JUNE 30, 2025 – 3%**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
<b>0</b>				
<b>1</b>	\$ 59,711	\$ 64,549	\$ 69,288	\$ 70,903
<b>2</b>	\$ 62,445	\$ 68,017	\$ 73,023	\$ 74,681
<b>3</b>	\$ 65,178	\$ 71,487	\$ 76,757	\$ 78,459
<b>4</b>	\$ 67,910	\$ 74,955	\$ 80,491	\$ 82,238
<b>5</b>	\$ 70,644	\$ 78,422	\$ 84,226	\$ 86,017
<b>6</b>	\$ 73,378	\$ 81,891	\$ 87,962	\$ 89,795
<b>7</b>	\$ 76,111	\$ 85,360	\$ 91,697	\$ 93,574
<b>8</b>	\$ 78,843	\$ 88,829	\$ 95,432	\$ 97,353
<b>9</b>	\$ 81,575	\$ 92,297	\$ 99,166	\$ 101,130
<b>10</b>	\$ 88,012	\$ 99,972	\$ 107,037	\$ 109,520

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

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

### **Local Provisions:**

7. If a part-time teacher substitutes in their own class or in an assignment which is substantially the same they will be paid on scale rather than at the Teacher Teaching on Call rates.
8. Non-instructional days occurring during an assignment shall count as a day of work, provided the Teacher Teaching on Call works on the teaching days before and after the non-instructional day and in fact attends the non-instructional day.
9. Call Out
  - a. A Teacher Teaching on Call assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.
  - b. A Teacher Teaching on Call assigned to a school for a half-day and not utilized or utilized for only a portion of the half-day shall be paid for a half-day. In those schools which have an unequal morning and afternoon schedule, a half-day is defined as .6, .7 or .8 FTE as applicable for the morning, and .4 FTE for the afternoon. A teacher shall be paid not less than .4 FTE for an afternoon call out.
  - c. No assignments shall be for less than one-half of a day, where such a half-day is defined as above.

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

Does not apply in School District No. 83 (North Okanagan-Shuswap)

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

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



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

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

10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

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

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

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

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

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

[See also Appendix A: Memorandum Re: Instalment Savings Plan / Twelve Month Pay]

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

## **ARTICLE B.9        PAY PERIODS**

PCA Article B.9.1 through B.9.3 is not applicable in SD No. 83 (North Okanagan-Shuswap).

### **Local Provisions:**

4. Teachers shall be paid in ten (10) monthly installments on the last working day of each month commencing September through June, except December the installment shall be paid on December 31. A mid-month advance of forty percent (40%) of their estimated monthly net salary shall be paid on the fifteenth of the month or the last working day prior to the 15<sup>th</sup>, if the 15<sup>th</sup> is not a working day.
5. Teachers Teaching on Call shall be paid in bi-weekly installments. The Employer shall pay the Teachers Teaching on Call no later than 7 days following the completion of each bi-weekly pay period.

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

1. Article B.10.1 does not apply in School District No. 83 (North Okanagan-Shuswap). See Article B.10.5.
2. The mileage reimbursement rate established in Article B.10.1 shall be increased by \$0.05/kilometre for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

[B.10.4 does not apply in School District No. 83 (North Okanagan-Shuswap).]

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

### **Local Provisions:**

#### **5.        Mileage**

Teachers who are requested by the Employer to use their personal vehicles in order to carry out their regular duties or other Employer business shall be reimbursed at the current BCSTA rate.

## **ARTICLE B.11       BENEFITS**

1. The employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No. 9.

2. The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.
3. Teachers Teaching on Call (TTOCs) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 percent (100%) of the premium costs.
4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

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

#### **Local Provisions:**

##### **5. Employee Benefits - General**

- a. The Employer shall provide each eligible teacher with an application or enrollment form for participation in the benefit plans.
- b. The Employer shall provide information to Teachers on how to obtain benefits including pension, from the various plans.
- c. The Employer shall advise each Teacher in writing at the end of October of their accumulated sick leave.
- d. The Employer agrees to pay its share of the cost of benefits for all full-time Teachers while they are in receipt of salary under this Agreement, provided that a temporary teacher's full time appointment must be for a minimum of four (4) months or more.
- e. Subject to the conditions of the benefit plans, part-time teachers employed .5 FTE or more shall be entitled to the benefit provisions of this Agreement in the same manner as full-time teachers. Part-time teachers employed less than .5 FTE or on an appointment for less than four (4) months shall not be entitled to benefits.
- f. Benefit coverage shall be extended to the end of the next teaching month following a deduction of premiums.

##### **6. Employee Benefits - Benefit Plans**

###### **a. Medical Plan**

The Employer shall pay 80% of the premium cost for the provincial medical health plan.

b. **Extended Health Benefits**

The Employer shall pay 100% of the premium cost of the Provincial Extended Health Benefit Plan.

c. **Dental Plan**

The Employer shall pay 80% of the premium cost of a mutually agreed upon dental plan. For teachers hired after December 31, 1989 the participation in the plan shall be a condition of employment.

d. **Group-Life Insurance**

- i. The Employer shall pay 100% of the net premium cost of a mutually acceptable group life insurance plan for each participating teacher.
- ii. Teachers in the employ of the Employer as of December 31, 1975, shall be voluntary participants in the plan. After that date participation shall be a condition of employment for new Employees.

e. **BCTF Optional Life Insurance**

The BCTF Optional Term Life Insurance Plan will be administered by the Employer with the teachers paying 100% of the premium cost. Adjustments of the coverage shall only be made at the beginning of each school year.

f. **Accidents Covered by Workers' Compensation**

- i. An Employee prevented from performing their regular work with the Employer on account of an occupational accident or illness that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Workers Compensation Act*, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and their regular salary, provided that such Employee shall not be entitled to use their sick leave credits.
- ii. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.

g. **Death Benefits**

- i. In the event of the death of a teacher who at the time of death has been employed by the District continuously for six months, the Employer shall pay the remainder of the month in which death occurred plus one month's salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which they were last employed by the District.

- ii. The Employer shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of three (3) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.

**h. Maintenance of Benefits During Leave**

For those benefits capable of being maintained, any Employee granted leave of absence shall have their benefits maintained by the Employer during the period of leave by notice of the teacher, upon the Employer receiving pre-payment of the total premiums applicable during the leave of absence. The Employer will continue to pay its share of the premium payments for the medical plan, EHB, dental plan and group insurance during the period, not exceeding one (1) year, that a teacher is on medical leave of absence and in receipt of the British Columbia Teachers' Federation Salary Indemnity Plan (short term) benefits and for one (1) further calendar year beyond the expiry of the Salary Indemnity Plan (short term) benefits, where the teacher is in receipt of benefits from the Salary Indemnity Plan (long term).

**i. Salary Indemnity Plan**

Participation in the BCTF Salary Indemnity Plan shall be a condition of employment for all teachers appointed to the District after January 1, 1978. The Employer shall remit on a monthly basis over a 10 month period to the BCTF (Salary Indemnity Fund) the Employee's share of the savings resulting from reduced Employment Insurance premiums. The premiums for this plan shall be paid totally by the teachers.

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

- a. The Employer shall provide the Local with a copy of all master teacher benefit plans and shall annually provide the Local with a copy of the financial/actuarial statements for all teacher benefit plans as soon as they become available to the Employer.

**8. Early Retirement Incentive Plan**

- a. Provided the terms of the applicable benefit plans permit, the Employer will pay one hundred percent (100%) of the premium coverage on the following benefit plans for a period of one (1) year subsequent to the early retirement of the individual:
  - i. medical
  - ii. dental
  - iii. extended health benefits

- iv. group insurance
- b. This early retirement incentive plan is subject to the teacher meeting the following conditions:
  - i. be 55 to 59 years of age inclusive, as of June 30th of the year of retirement;
  - ii. completion of ten (10) years or more continuous service with the District;
  - iii. be actively employed with the District at the time of retirement;
  - iv. this early retirement provision applies to three (3) teachers per school year.

#### 9. **Employee Assistance Plan**

The Board and the Local shall jointly develop and implement an Employee Assistance Plan. The Employee Assistance Plan shall provide a counseling and referral service while maintaining strict confidentiality. The Employer agrees to pay fifty percent (50%) of the cost of this plan.

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

#### 1. Eligibility for Category 5+

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

#### 2. Criteria for Category 5+

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



3. Salary Rate Calculation

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

4. Application for Category 5+

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

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

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

**ARTICLE B.14 EXPERIENCE RECOGNITION**

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

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

[See Article B.22 Placement on Schedule, for further provisions]

## **ARTICLE B.22      PLACEMENT ON SCHEDULE**

### **1.      General**

- a.      At the time of appointment, the Employer shall advise the teacher, in writing, of the documentation required to establish initial scale placement.
- b.      Each teacher shall submit all documentation required by the Employer 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 Employer, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.
- c.      The Employer shall not refuse a request for extension of the time limits, provided that the delay is not the fault of the teacher.
- d.      The Employer shall notify the teacher, in writing, of the category and experience placement that has been assigned.

### **2.      Category**

- a.      Except as otherwise provided the category placement of each teacher shall be in accordance with the teacher's qualifications as most recently determined by the Teacher Qualification Service. Verification is the responsibility of the teacher.
- b.      Teachers holding Category 2 (EB) shall be paid on the Category 4 scale two (2) levels below their actual experience as an EB up to a maximum of Category 4, Experience Level 8.
- c.      Persons holding a Letter of Permission (LP) shall be placed in a salary category which will provide a salary appropriate to their teaching function. This placement shall be grievable.
- d.      The Employer, upon receipt of documentation which establishes a salary category for a teacher which is different as a result of an appeal to the T.Q.S., from that in which the teacher was initially placed, shall make a salary adjustment effective from the beginning of the current school year.

- 3.      Any teacher who holds a P.A./S.A. Certificate but does not have a Masters' Degree recognized for Category 6 by the Teacher Qualification Service, shall be paid \$350.00 per annum below Category 6/PA(M).

### **4.      Experience**

- a.      Submission of Proof: The submission to the Employer of proof of experience is the responsibility of the teacher and shall be in a manner defined by the Employer.

- b. Increment Date: An increment shall be awarded annually, to the category maximum, on September 1, January 1, or April 1, following the date on which the applicable experience accumulation is earned.
- c. Criteria: The criteria in determining the number of years' experience applicable for salary purposes shall be as follows:
  - i. Full recognition to the category maximum for experience gained in:
    - 1. Government funded and inspected schools in Canada, the British Commonwealth and the USA provided:
      - a. a minimum of eight (8) months' full-time employment in one (1) year shall be required to constitute a full year's experience;
      - b. a minimum assignment of 80% of full-time employment for ten (10) consecutive school months shall constitute a full year's experience. Such experience credit shall not be granted for experience gained prior to September 1, 1979.
    - 2. Department of National Defence Schools;
    - 3. A school while on an exchange approved by the Employer;
    - 4. Secondment to the Teacher Regulation Branch;
    - 5. Service with Canadian Universities Service Overseas or the Canadian International Development Agency;
    - 6. Absence while on paid leave of absence, including Employer-paid sick leave and statutory maternity leave;
    - 7. Professional employment as an Employee of an accredited university or college faculty if the Employee holds a valid teaching certificate and the total load is nine (9) hours or more a week for a full academic year;
    - 8. Professional employment by the Ministry of Education of British Columbia while holding a valid teaching certificate;
    - 9. Full-time service to the Local or the BCTF. Part-time service shall be credited as for part-time teaching.
  - ii. Experience credit also will be granted for:
    - 1. periods of full-time employment each four (4) months or more;
    - 2. periods of part-time employment each four (4) months or more in proportion to the percentage of time taught.

Any combination of these experience credits must total ten (10) months to constitute a year's experience.

- iii. Teachers Teaching on Call shall accumulate experience credit. Upon written application of the Teacher Teaching on Call concerned, completion of two hundred (200) days of full-time Teacher Teaching on Call employment, or its equivalent, shall constitute one (1) year's experience for increment purposes.

Note: Effective September 18, 2014, Teachers Teaching on Call shall accrue experience credit within School District No. 83 (North Okanagan-Shuswap) in accordance with Article C.4 Teacher Teaching on Call Employment and Letter of Understanding No. 16.

- iv. Any experience in excess of ten (10) months shall accrue towards the next increment, retroactive to September, 1985.
- d. On application to the Superintendent a teacher may be granted experience credit for teaching in private schools in Canada or other schools or institutions not specified herein.
- e. Teachers with experience outside teaching in a field or fields closely related to the main subjects of their courses may be credited with no more than three (3) years' experience in addition to those recognized for teaching experience, but in no case shall their salary exceed the maximum of the category on which they are paid. The Secretary-Treasurer shall evaluate such experience in consultation with the Local.
- f. In the event that a teacher wishes to appeal their experience placement on the salary scale, the Teacher may grieve.

## **ARTICLE B.23      PART-TIME TEACHERS**

- 1. A part-time teacher is one whose FTE as set out in their letter of appointment is less than 1.0.
- 2. Part-time teachers shall be paid that portion of their regular scale placement as set out in their letter of appointment.
- 3. The part-time teacher shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary.
- 4. Teachers who move from full time employment to a part-time assignment of .5 or more shall be considered to be on leave so that they may purchase pensionable service to provide for a full year pension credit at no cost to the Employer. Duration of such leave is normally to be one school year

## ARTICLE B.24 POSITIONS OF SPECIAL RESPONSIBILITY

1. Job descriptions for positions of special responsibility shall be provided by the Employer.
2. The allowances set out below are annual amounts, which shall be paid in ten (10) equal monthly payments. Where the position is not occupied for a full year, the allowance shall be paid in proportion to the period in which the position is occupied.

Date	LEVEL 1 Department Head Team Leader	LEVEL 2 Resource Teachers	LEVEL 3	LEVEL 4 Music Coordinator
Effective July 1, 2022	\$ 2,845	\$ 5,414	\$ 7,222	\$ 9,627
Effective July 1, 2023	\$ 3,037	\$ 5,779	\$ 7,709	\$ 10,277
Effective July 1, 2024	\$ 3,128	\$ 5,953	\$ 7,940	\$ 10,585

3. In posts of special responsibility where work is split between two or more people, the amount shall be paid to each person in proportion to their work load.
4. Department Heads and other teachers appointed to similar posts of special responsibility, shall be paid an allowance as set out in B.24.2, in addition to their salary as per this Agreement.

### 5. Department Heads

The Employer shall designate annually teachers as Department Heads on the recommendation of the school Principal. Such recommendation will be the result of consultation with the appropriate staff concerning the applications received. Positions and job descriptions shall be posted annually. A Department Head shall receive the allowance set out in this Agreement or may, at their discretion, in consultation with the Principal, take time off at the cost of a Teacher Teaching on Call to participate in Department Head duties, which amount shall be deducted from the allowance provided. Records shall be kept by the Department Head and the Principal of the school and the balance shall be paid to the Department Head by cheque in July based on the written statement of the Principal.

### 6. Middle School Team Leaders

- a. The general responsibilities of Team Leaders are:
  - i. To promote the middle school philosophy.
  - ii. To provide leadership in planning, goal setting, coordination, implementation and reflection of the middle school program and curriculum.
  - iii. To facilitate regular team meetings.

- b.
  - i. The principal shall consult with teachers on the team, report on the consultation and recommend the team leader designation.
  - ii. The employer shall designate team leaders annually.
- c.
  - i. Team leaders shall be paid an allowance as set out in B.24.2 Level 1 of this agreement in addition to their salary.
  - ii. A Team Leader shall receive the allowance set out in this Agreement or may, at their discretion, in consultation with the principal, take time off at the cost of a Teacher Teaching on Call, to participate in Team Leader duties. This cost shall be deducted from the allowance provided. Records shall be kept by the Team Leader and the Principal of the school and the balance shall be paid to the Team Leader by cheque in July based on the written statement of the principal.

## **ARTICLE B.25 ALLOWANCES**

### **1. Moving/Relocation**

- a. Employees transferred at the request of the Employer shall be reimbursed for the costs of moving their place of residence to the new teaching area, provided that the new teaching area is in a different community.
- b. Such costs will include moving personal and household effects and travel for the Employee and their immediate family. Travel costs include mileage, ferry costs, food and lodging for the day of the move, and shall be paid on receipt of appropriate documentation, up to a maximum of:

Date	Moving/Relocation
Effective July 1, 2022	\$ 1,351.56
Effective July 1, 2023	\$ 1,442.79
Effective July 1, 2024	\$ 1,486.07

## **ARTICLE B.26 PART MONTH PAYMENTS AND DEDUCTIONS**

- 1. The rate of deduction for a day without pay shall be defined as 1/200th of the current annual salary of the teacher.
- 2. An Employee shall be paid 1/10th of current annual salary in respect of each month (Sept.-June) in which the teacher works all prescribed school days that month.
- 3. For purpose of the above clause, any prescribed day on which the Employee is on authorized leave of absence shall be deemed to be a day of work and deductions (if any) which are authorized by this Agreement (or statutes) in respect of such leave shall be made from the monthly salary required in that Article.

4. In the event that an Employee commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day of that month, the formula for payment for that month shall be:

$$\frac{\text{No. of days taught in month}}{\text{No. of prescribed days in month}} \times 1/10 \times \text{current annual salary}$$

## **ARTICLE B.27      SALARY PROTECTION**

1. No teacher currently on staff shall incur a reduction in basic salary only because of the implementation of this Agreement.
2. No Employee shall suffer loss of pay in the event of an Employer ordered closure of the worksite because of "Acts of God" which lead to cancellation of student attendance. Nor shall any teacher be required to report to work in these circumstances.
3. No reductions in pay will be made on presentation of satisfactory proof to the Director of Human Resources, for teachers stranded due to cancelled ferry sailings, scheduled airline flights or roads closed by the Ministry of Transportation and Highways or other governmental agencies on the day preceding the next school day.

## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

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

### **ARTICLE C.2      SENIORITY**

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



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

#### **Local Provisions:**

#### **7. Principle of Security**

For the purpose of this Article, the Employer and the Local recognize that increased length of professional employment with the Employer entitles employees who possess the necessary qualifications to increased security of teaching employment.

#### **8. Definitions**

##### **a. Seniority**

- i. In this Article, "seniority" means an employee's length of continuous full-time or part-time service on the current continuing teaching contract, with the School District; the length shall be calculated from the day the individual employee's contract comes into effect. Providing there is no interruption of service, employees who receive a continuing appointment shall be deemed to have continuing service for the purpose of this Article.
- ii. In addition to the provisions of C.2.8.a.i, the seniority of an employee on a continuing contract shall include:
  1. seniority accumulated pursuant to Article C.2.3 and C.2.4; 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 the preceding paragraphs, the employee with the greatest aggregate service in previous employment with the Employer on a temporary or continuing basis shall be deemed to have the greatest seniority.
- iv. When the seniority of two or more employees is equal pursuant to the preceding paragraphs, the employee with the greatest aggregate length of recognized service in British Columbia which has been recognized for salary purposes shall be deemed to have the greatest seniority.
- v. When the seniority of two or more employees is equal pursuant to the preceding paragraphs, the employee with the greatest aggregate length of service recognized for salary purposes shall be deemed to have the greatest seniority.
- vi. When the seniority of two or more employees is equal pursuant to the preceding paragraphs, the employee with the earliest written acceptance of an offer of employment with the Employer shall be deemed to have the greatest seniority.
- vii. For the purpose of calculating seniority in this Article, approved leaves of absence shall count towards continuous length of service with the Employer.
- viii. For the purpose of calculating seniority in this Article, continuity of service shall not be broken by resignation for purposes of maternity followed by re-engagement within a two-year period providing such resignation occurred after January 1974.
- ix. For the purpose of this Article, continuity of service shall not be broken by termination and subsequent recall on a continuing basis where such recall occurs within a two-year period.

### **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.

[Note: Also see E.28 Evaluation of Teachers]

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

[Note: Article C.4 is effective September 18, 2014]

### **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.

[Note: Also see LOU 11]

## **ARTICLE C.20 TERMINATION/RE-ENGAGEMENT/SEVERANCE PAY**

Where the Employer considers that for educational, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Employer, it shall be done in accordance with the provisions of this Article. Nothing in this Article is intended to interfere with the Employer's authority regarding suspension, dismissal or termination of teaching personnel for proper cause in accordance with this Agreement, the ***School Act*** or ***Regulations***.

### **1. Definitions**

#### **a. Qualifications**

- i. In this Article, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the teaching certification, training, education and experience of a teacher that the teacher will be able to perform the duties of the position in an acceptable manner.
- ii. In reference to this Article, "necessary qualifications" are determined by the Employer and are subject to grievance.

### **2. Procedures for Reducing Staff**

- a. When a reduction in the number of teachers employed is necessary, the teachers to be retained on staff shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

- b. The Employer shall give each teacher it intends to terminate pursuant to this Article at least thirty (30) days' notice in writing, such notice to be effective at the end of a school term, and sixty (60) days' notice if the termination is other than at the end of the term, and to contain the reason for the termination. The Employer shall concurrently forward a copy of such notice to the Local.
- c. The Employer shall include with the notice a list of those teachers with less seniority who are retained and their assignments.
- d. The Employer shall inform the Local President of any known vacancies at their request.
- e. The term "seniority" and "qualifications" shall be interpreted as defined above.

### 3. **Teachers' Right of Re-Engagement**

- a. When a position on the teaching staff of the District becomes available, the Employer shall, notwithstanding any other provision of this Agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this Article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have right of re-engagement pursuant to this Section.
- b. If the position accepted is a temporary one, the teacher shall retain the right to re-engagement in a continuing appointment, for which the teacher is qualified, in accordance with Article C.20.3.a.
- c. Acceptance of a temporary contract shall not decrease their time on the recall list.
- d. If a teacher accepts a position of lesser percentage than the one from which the teacher was terminated, the teacher shall be offered positions of greater percentage for which the teacher is qualified, if such position should come available, until September 1st of that school year. The Employer shall not be obligated to offer a position of greater percentage than the one from which the teacher was terminated.
- e. A teacher who is offered re-engagement pursuant to this section shall inform the Employer by registered letter or in person or by phone, with letter to follow, whether or not the offer is accepted within 48 hours of receipt of such offer.
- f. The Employer shall allow two weeks from acceptance of an offer under this section for the teacher to commence teaching duties; the Employer and the teacher may mutually agree to extend this time limit. The Employer may employ a temporary teacher or Teacher Teaching on Call for the position until the teacher accepting the position is available.

- g. A teacher's right to re-engagement under this Section is lost if:
  - i. the teacher elects to receive severance pay under this Article;
  - ii. the teacher refuses to accept two positions for which the teacher possesses the necessary qualifications, equal to or better than the previous percentage of full-time equivalent position held by the teacher;
  - iii. two years elapse from the date of termination under this Article and the teacher has not been re-engaged;
  - iv. the teacher accepts continuing employment with another District;
  - v. the teacher notifies in writing that they are no longer available;
  - vi. the teacher fails to respond to a notice of re-engagement within ten days of the date the notice is received by a registered letter.
- h. A terminated teacher who undertakes a retraining program mutually agreed to with the Employer shall be entitled to right of re-engagement for a further period beyond that provided in Article C.20.3.g.iii, equal to the period of the retraining program to a maximum of one year.

#### 4. **Seniority List**

The Employer shall, by October 15th of each year, forward to the Local a list of all teachers employed by the Employer in order of seniority calculated according to this Article setting out the length of seniority as of September 1st of that year.

#### 5. **Sick Leave**

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

#### 6. **Benefits**

A teacher who retains rights of re-engagement pursuant to Article C.20.3 of this Agreement shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement by payment of the full costs of such benefits to the Employer.

#### 7. **Severance Pay**

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed for proper cause in accordance with this Agreement, and applicable legislation, may elect to receive severance pay within two years of the date of termination.

- b. Severance pay shall be calculated at the rate of 5% of one year's salary for each completed year of continuous service to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.
  - c. The Employee may choose to receive severance pay:
    - i. in one lump sum within thirty (30) days of lay-off; or,
    - ii. in monthly installments of ten percent (10%) of the total amount payable, commencing at the next regular teacher pay period.
  - d. A teacher who receives severance pay pursuant to this Agreement and who is subsequently rehired by the Employer, shall retain any payment made under the terms of this Section and in such case, for purposes only of Article C.20.7.b of this paragraph, the calculation of years of service shall commence with the date of such rehiring.
8. This Article shall apply only to teachers on continuing appointments.

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

- 1. All teachers appointed by the Employer to the teaching staff of the district shall be appointed on a continuing contract of employment, except for:
  - a. temporary appointments which will be used to fill positions which are temporarily vacant or temporarily existing; and
  - b. Teachers Teaching on Call subject to the provisions of this Agreement.

## **ARTICLE C.22 DISMISSAL AND DISCIPLINE**

- 1. The Employer shall not dismiss, suspend or discipline a teacher bound by this Agreement except for just and reasonable cause.
- 2. Differences respecting dismissal, suspension or discipline shall be subject to the grievance procedure.
- 3. Where a teacher is under investigation by the Employer for "cause", the teacher and the Local shall be notified in writing, at the earliest reasonable time, of that fact, and of the particulars of any allegations unless substantial grounds exist for concluding such notification would prejudice the investigation, and in any case shall be notified at the earliest reasonable time and before any action is taken by the Employer. The teacher shall have a Local Representative at their interview in connection with the investigation.

4. Where the Employer considers that just and reasonable cause to suspend or to dismiss a teacher may exist under Section 15 of the **School Act**, the Employer shall provide the Teacher and the Local with written reasons for the suspension. Immediately, and prior to the consideration of dismissal of the teacher, meet with the Local at which meeting the teacher shall have the right to be present.
5. Where the Employer suspends a teacher pursuant to Section 15(4) of the **School Act**, the Employer shall, not less than 72 hours before the meeting referred to above, provide the teacher and the Local with written reasons for the suspension. Twenty-four hours prior to the meeting, the teacher and the Local shall be given all documents that will be considered at the meeting. The teacher shall have the right to be accompanied by a representative and/or advocate appointed by the Local. At the meeting, the teacher and the representative/advocate shall have the right to:
  - a. hear all details of the nature of the allegations upon which the contemplated suspension or dismissal is based;
  - b. receive copies of any documents placed before the Board of Education ;
  - c. comment on the allegations, including the submission of a written response; and
  - d. call witnesses, and question any person presenting evidence to the Board.
6. The decision of the Employer shall be communicated in writing to the teacher and Local and shall contain a statement of grounds for the decision.
7. When an Employee is suspended or dismissed by the Employer, the Local will be informed promptly by letter.
8. Provided the conduct of an Employee, subsequent to the decision to discipline, does not give rise to the need for further discipline, the Employer agrees that the statement of the grounds for discipline and related information shall be the material relied upon.
9. Discipline, suspension or dismissal shall not be set aside by an arbitrator on the basis of a defect in form, a technical irregularity or an error of procedure that does not result in a denial of natural justice.

## **ARTICLE C.23      DISMISSAL BASED ON PERFORMANCE**

1. The Employer shall not dismiss a teacher on the basis of less than satisfactory performance of teaching duties except where the Employer has received three consecutive reports indicating that the learning situation in the class or classes of the teacher is less than satisfactory.

2. The reports shall be prepared pursuant to Article E.28 of this Agreement in accordance with the process established in this Agreement and in accordance with the following conditions:
  - a. the reports shall have been issued in a period of not less than twelve (12) months and not more than twenty-four (24) months. Any leave, paid or unpaid, shall not be counted in the twenty-four (24) months;
  - b. at least one of the reports shall be a report of the Superintendent of Schools or an Assistant Superintendent of schools;
  - c. at least one of the reports shall be written by a Director of Instruction or Principal of the school to which the teacher is assigned;
  - d. no two consecutive reports shall be written by the same evaluator, unless requested by the teacher being evaluated.
3. When a teacher receives their first or second less than satisfactory report the teacher may:
  - a. request a transfer, and where practicable, the Employer shall proceed with the transfer; or
  - b. request and be granted leave of absence without pay of up to one year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than two (2) months after the teacher has returned to teaching duties. The period of leave shall not count for purposes of Article C.23.2.a above.
4. Where the Employer intends to dismiss a teacher on grounds of less than satisfactory teaching performance, it shall notify the teacher and the President of the Local of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board of Education or the Superintendent and a committee of the Board of Education within 14 days of such notice.

## **ARTICLE C.24      PART-TIME TEACHING**

### **1.      Part-Time Teachers' Employment Rights**

- a. A teacher with a full-time continuing appointment to the teaching staff of the District may, without prejudice to that appointment, request a part-time leave of absence for a school year, specifying the fraction of assigned time requested. If the request is denied and if the Superintendent of Schools is provided with a written request from the teacher, written reasons for the denial of the request will be provided.



- b. When the request under Article C.24.1.a is granted by the Superintendent or designate, normally for a one year period, the teacher shall be entitled to return to a similar full time assignment at the expiration of the part-time leave. The teacher may request to return to a full-time assignment prior to the scheduled return date or may request an extension for another school year.
- c. A teacher with a continuing part-time appointment may, without prejudice to that appointment, request an additional temporary part-time appointment for a specified fraction of time.
- d. A teacher with a part-time continuing appointment or part-time temporary appointment may request a full-time continuing appointment.

## 2. **Job-Sharing**

- a. Two teachers employed on continuing full-time appointments may jointly request a specified job-sharing assignment in respect of a single full-time position provided a vacancy is created in the process of one of these teachers leaving their current position;
- b. Salary shall be pro-rated according to the percentage of time worked by the teacher and each teacher shall be eligible for benefits coverage;
- c. 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 scale placement;
- d. Each teacher is considered to be on leave of absence with respect to the time not worked and the job-sharing arrangement will be for a one year duration, normally beginning on September 1st of a given school year;
- e. Application to be made by March 15th prior to commencement of job-sharing and teachers participating will return to a teaching position similar to the one they had prior to the job-sharing;
- f. Both teachers must be judged as compatible by the Superintendent/designate and the job-sharing must be in the best interests of the students concerned.

## **ARTICLE C.25      TEMPORARY CONTRACT TEACHERS**

- 1. The Employer shall appoint teachers on temporary contracts to positions which are temporarily vacant or temporarily existing.
- 2. A position which exists for more than two consecutive years shall be deemed not to be a position temporarily existing.

3. The Employer agrees to provide to the Local no later than October 15th in any school year a list of teachers hired on temporary contract for the school year, and a list of positions the Employer considers temporarily existing or temporarily vacant for the school year.
4. A teacher on temporary contract shall be granted a continuing contract of employment provided that the teacher has been employed under temporary contract for a minimum of twelve consecutive school months.

## **ARTICLE C.26 TTOC HIRING PRACTICES**

1. The Employer shall maintain a list of persons who are qualified as Teachers Teaching on Call and provide this to the Local by September 30th of each school year.
2. In appointing the Teachers Teaching on Call, the Employer shall, pursuant to Section 19 of the ***School Act***, select a person on the list qualified for the assignment who possesses a valid B.C. teaching certificate, in preference to a person not possessing such a certificate.
3. When a qualified Teacher Teaching on Call completes twenty (20) days continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.
4. In the event that a Teacher Teaching on Call's assignment is interrupted by the return of a teacher who subsequently is absent within two working days and the Teacher Teaching on Call is reassigned, the assignment shall proceed as if it had not been broken for purposes of salary or contract provisions which depend upon the length of assignment.
5. Subject to Section C.26.2 and C.26.3 of this Article, the Teacher Teaching on Call initially assigned to a class where the teacher is absent for an indefinite time shall be informed by dismissal time on the fifth (5th) day of the assignment, if that Teacher Teaching on Call is not to be retained in that assignment.
6. Wherever possible a teacher is to engage a Teacher Teaching on Call, in consultation with the school Principal.
7. When a person is removed from the list they and the Local shall be informed by letter of the reasons for such removal.

## SECTION D WORKING CONDITIONS

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

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

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

Local language:

1. Maximum sizes for regularly scheduled classes shall be:

Intermediate (Grade 4-7)	28
Special Class	10
Secondary English	28
Laboratory	26
Shop & Home Ec.	24
Any other Class (Grade 8-12)	30

*[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]*

2. The District recognizes the intrinsic value of Music Education. For this reason the Music Teacher workload is subject to the following guidelines:
  - a. Maximum of 350 student contacts per F.T.E.
  - b. Maximum of 7 classes per day per F.T.E.
  - c. Maximum of 2 schools per F.T.E.

Music Teacher assignment and workload are an integral part of budget-building and within available resources, consideration shall be given to facilities, release time and travel.

3. Teachers may report classes exceeding the normal upper limit goals and guidelines and/or a class containing perceived composition problems on a form provided by the Employer. Distribution of the form shall be to the Principal, Staff Representative, Superintendent/designate and the STA President.

5. In discussing adjustments to Teacher staffing at the District Administrative Council, the President of the Association shall be invited and shall be consulted concerning planned changes to be made as an outcome of meetings with District Administrative Officers.

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

No provincial language.

Local language:

1. It is expected that where classes include pupils with identified special needs, excepting Gifted and Talented, and for the purpose of integration, serious consideration will be given to providing the classroom Teacher with a class size under the guideline limit, release time for consultation regarding special needs students, and/or other classroom support. In any case there shall be no more than two (2) Function three (3) pupils, excluding Gifted and Talented.
2. Placement of a student with exceptional educational needs, as defined by the Ministry, into a heterogeneous or regular class of students on an on-going basis, shall be preceded by consultation at a team meeting with the Teachers(s) and other persons who will be involved.
3. The consultation team shall include, but not be limited to the school Principal, the school LRT, Student Support Services personnel, the student's receiving Teacher, and, where possible, the parent(s).
4. The Employer shall provide available resources which are considered necessary for the integration of the student, including Teacher release time for consultation. These resources shall be determined after consultation through a team meeting among the persons described above.
5. Where there is an extraordinary problem concerning the integration of a special needs student, the school based team as defined in Article D.2.3, will attempt to resolve the problem.

## **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	1:691 students	Agreement in Committee (1998)
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:334 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:24.5 ESL/ELL students	Former LOU No. 5 (2000)

Qualified Librarians and District Counsellors shall be allocated proportionally based on a formula developed by the Employer in consultation with the Association.

#### **ARTICLE D.4 PREPARATION TIME**

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

##### **Local Provisions:**

4. Each elementary teacher shall be entitled in each five (5) day week to ninety (90) minutes (110 minutes effective June 30, 2019 and 120 minutes effective July 1, 2023) of time free from instructional duties during the school day which is exclusive of recess and noon intermission.
5. Part-time elementary teachers shall receive a pro-rated entitlement based on their F.T.E. assignment.
6. Each middle school teacher shall be entitled to 100 minutes per week of preparation time free from instructional duties during the school day which is exclusive of recess and noon intermission.
7. Preparation time will be prorated for all part time teachers in the middle school based on their F.T.E. assignment
8. The Employer shall continue the practice of providing preparation time equivalent to 12.5 percent or one (1) block in eight (8) for full-time teachers in secondary schools or pro rata for part-time teachers at .5 or above.

9. Preparation time for non-classroom teachers is implicit in their assignment, on the same basis as a classroom teacher, and should be scheduled in consultation with the Principal.
10. A teacher's current instructional assignment shall not increase during the life of this contract.

## **ARTICLE D.5 MIDDLE SCHOOLS**

PCA D.5 does not apply in School District No. 83 (North Okanagan Shuswap)

### **Local Provisions:**

#### **6. Common Team Planning**

- a. Each middle school teacher shall be entitled to 50 minutes per week of common team planning free from instructional duties during the school day which is exclusive of recess and noon intermission

## **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      REGULAR WORK YEAR FOR TEACHERS**

1.
  - a. The annual salary established for teachers covered by this Agreement shall be payable in respect of the teacher's regular work year which shall not exceed 195 days in session per school year.
  - b. 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, Sundays, statutory holidays, Christmas break, and spring break.
2. The days in session in the regular work year for the teacher shall include:
  - a. no fewer than five (5) non-instructional days for professional development;
  - b. no fewer than one (1) year-end administrative day.
3. The first day of Christmas break shall be on the Monday preceding December 26th. School shall reopen on the Monday following January 1st unless January 1st is a Sunday in which circumstance school shall reopen Tuesday, January 3rd.
4. The first day of spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.

5. Where, at the written request of the Superintendent, a teacher agrees to work outside of the teacher's regular work year, undertake a course of studies or attend a workshop, seminar or summer institute, the Superintendent, after consultation with the teacher, shall either pay the teacher *pro rata* based on the teacher's annual salary, or give the teacher paid time off during the school year in lieu of such pay.

## **ARTICLE D.21 SUPERVISORY DUTIES (NOON HOUR)**

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

## **ARTICLE D.22 EXTRACURRICULAR ACTIVITIES**

1. The parties agree that extracurricular activities are voluntary. No punitive action will be taken against an individual who declines to volunteer for extracurricular activities.
2. The Local and the Employer recognize and support extracurricular activities as an important aspect of school program for students.
3. Extracurricular activities are those activities that are beyond the provincially prescribed and locally determined curricula of the school.
4. While voluntarily involved in extracurricular activities, teachers shall be considered to be acting in the employ of the Employer, for purposes of liability of the Employer and coverage by the Employer's insurance.

## **ARTICLE D.23 REGULAR STAFF MEETINGS**

1. At least seven (7) days' notice of regular Staff meetings shall be given.
2. All Staff members shall have the right to place items for consideration on the Staff meeting agenda. This agenda will be distributed to teachers at least 24 hours before the meeting.
3. Written minutes of Staff meetings shall be kept and circulated to all Staff members.
4. Teachers shall not be required to attend regular Staff meetings:
  - a. which commence prior to Sixty (60) minutes before classes begin or which conclude later than Ninety (90) minutes after dismissal of pupils,
  - b. during recess or during the noon intermission,
  - c. on weekends, holidays or other days when school is not in session.
5. Teachers shall attend regular Staff meetings unless excused by the Principal.



6. If more than one regular Staff meeting per month is required, the scheduling will be developed collegially by school Staff.

## **ARTICLE D.24      TECHNOLOGICAL CHANGE**

The parties agree that the provisions of the ***Labour Relations Code*** on technological change shall apply.

## **ARTICLE D.25      LOCAL INVOLVEMENT IN BOARD BUDGET**

Each year during the preparation of the annual budget, the Local may present its views on budget matters to the Employer.

## **ARTICLE D.26      PROFESSIONAL AUTONOMY**

1. The Employer recognizes that teachers are professionals and that the performance of their duties involves the exercise of professional judgment.
2. Within the bounds of effective educational practice, school instructional goals that have been collegially determined, prescribed curricula and district program requirements, teachers shall have individual professional autonomy in determining methodology of instruction and the planning and presentation of course materials, including interpreting and communicating evaluation data for the classes of students to which they are assigned.
3. Nothing in this Article shall limit the Administrator in the performance of their formative and summative evaluative responsibilities.

## **ARTICLE D.27      TTOC EMPLOYMENT PROVISIONS**

1. When classroom coverage is necessary for a teacher with instructional duties who is absent from school, a Teacher Teaching on Call shall be employed.
2. In emergency situations, where time is critical, a teacher may be required to perform the duties of a teacher who is absent or to supervise their students.
3. Non-classroom teachers who are absent from duty shall have the discretion to engage a qualified Teacher Teaching on Call for all or part of such absence, in consultation with the school Principal where practicable.

## ARTICLE D.28 DURATION OF SCHOOL DAY

### 1. Duration of School Day in Elementary School

- a. In elementary schools the school day for instructional purposes shall not exceed five (5) hours and thirty (30) minutes, inclusive of fifteen (15) minutes for recess in the forenoon, and the total hours in the school days in any calendar week shall be twenty-five (25).
- b. Except in exceptional circumstances where special permission has been obtained from the Employer, no elementary school shall commence instruction before 8:30 a.m., or continue it after 3:30 p.m.

### 2. Duration of School Day in Middle School

Classroom Instruction	1350	Minutes/week
Preparation Time	100	" "
Common Team Planning Time	50	" "
Total Instructional Minutes	1500	" "
Nutrition Break/Class Movement	105	" "
Total Minutes Per Week	1605	
Hours Per Week	26.8	

### 3. Duration of School Day in Secondary School

- a. In secondary schools the school day for instructional purposes shall not exceed six (6) hours, and the total hours in the school days in any calendar week shall be twenty-seven and a half (27.5) hours.
- b. Except in exceptional circumstances where special permission has been obtained from the Employer, no secondary school shall commence instruction before 8:00 a.m., or continue it after 5:00 p.m.

## ARTICLE D.29 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS

When new school construction or major school renovations are planned in the School District, the Employer shall include teachers in the planning process.

## ARTICLE D.30 HOME EDUCATION

1. The Employer agrees to provide evaluation and testing services to students, defined under the **School Act** as Home Education Students as long as Ministry funding levels for these students remain in effect.

2. Classroom Teachers shall not be required to provide educational programmes to students registered under Section 13(1) (a) or (b) of the **School Act** unless home schooling constitutes a portion of the Teacher's assignment.

#### **ARTICLE D.31      TEACHERS' ASSISTANTS AND OTHER PARAPROFESSIONALS**

1. All teachers' assistants and other paraprofessionals hired to assist teachers in carrying out their duties and responsibilities shall be under the direction of teachers when assigned to a classroom or when otherwise dealing with students.
2. Teachers shall not write formal evaluations on teachers' assistants and other paraprofessionals.
3. The school based Administrative Officer in consultation with the school based team shall endeavour to provide release time for consultation between teachers and teacher assistants/other paraprofessionals.
4. Teachers' assistants and other paraprofessionals shall not be used as alternatives for qualified professional personnel including Librarians, Counsellors and Teachers Teaching on Call.

#### **ARTICLE D.32      SPECIAL EDUCATION ASSISTANT ORIENTATION**

When a new special worker is assigned to a class during the school year, up to two days of release time shall be provided to the classroom teacher for purposes of program orientation.

#### **ARTICLE D.33      STUDENT MEDICATION AND MEDICAL PROCEDURES**

1. Teachers have a duty to render assistance in an emergency.
2. Teachers shall not be required to administer medication or to administer other medical procedures on a regular or predictable basis.
3. If isolation or other exceptional circumstances prevent the foregoing from being applicable and a teacher is requested to administer medication or other medical procedures, the teacher shall receive appropriate training.

## **SECTION E       PERSONNEL PRACTICES**

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

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

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

#### **General**

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

5. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
6. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

## **Definitions**

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

## **Resolution Procedure**

### **9. Step 1 – Informal Resolution Process**

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

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

10. Step 2 – Formal Complaint Process

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

11. Step 3 – Formal Resolution Process

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

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

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

**Remedies**

12. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
- a. reinstatement of sick leave used as a result of the harassment;

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

## **Training**

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

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

- 18. The awareness program shall include but not be limited to:
  - a. the definitions of harassment and sexual harassment as outlined in this Agreement;
  - b. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
  - c. developing an awareness of behaviour that is illegal and/or inappropriate;
  - d. outlining strategies to prevent harassment and sexual harassment;
  - e. a review of the resolution procedures of Article E.2;
  - f. understanding malicious complaints and the consequences of such;
  - g. outlining any Board policy for dealing with harassment and sexual harassment;



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

## **ARTICLE E.20 APPOINTMENT PROCEDURES**

1. The Employer shall display in each school copies of all outside advertisements for positions to the teaching staff of the District.
2. Advertisements and application forms shall not include reference to extracurricular activities and programs. Such matters shall not form part of any contract of employment.

## **ARTICLE E.21 POSTING AND FILLING: VACANT POSITIONS**

1. A "vacancy" is deemed to exist whenever a new position is created or whenever a teacher in an existing position leaves a school or leaves the bargaining unit.
2. All vacancies to take effect at the start of a school year and identified prior to June 30th shall be posted as soon as reasonably possible, on the district postings website, on the district intranet site and an electronic copy sent to the Local office. Vacancies of one (1) month or greater identified after the start of a school year will also be posted and distributed as above.
3. Positions becoming vacant in July or August shall be posted on the district postings website, on the district intranet site and an electronic copy sent to the Local office.
4. In filling vacant positions, the Employer shall proceed in the following order of priority:
  - a. Placement of the NOSTA President;
  - b. Placement of teachers who have been teaching at one school seven (7) years or more.
  - c. Placement of teachers declared surplus as per E.22;
  - d. Placement of continuing teachers;
  - e. Teachers on layoff;
  - f. The Employer will consider applications for any remaining vacancies from Teachers on Call, and others.
5. The Employer recognizes the instructional contributions of Teachers Teaching on Call and will notify Teachers Teaching on Call of the procedure concerning posting and filling upon placement on the Teachers Teaching on Call list. The Employer, in striving to hire the best possible candidate for teaching positions, will make information available concerning vacancies to Teachers Teaching on Call. The Employer will seriously consider applications for any vacancies from Teachers Teaching on Call, and others.

6. The teacher appointed to a position shall be the teacher who has the necessary qualifications for that position. Necessary qualifications are defined in Article C.20.1.a.
7. Continuing positions that become vacant during the school year may be filled on a temporary basis and re-posted in the spring for the subsequent school year.
8. Notwithstanding the foregoing, a teacher who is less than full time may be assigned any fraction up to .5 of F.T.E. and such fraction shall not be deemed to be a vacancy.

## **ARTICLE E.22      TEACHERS DECLARED SURPLUS**

If the number of teachers at a school or district program exceeds the staffing allocation assigned to the school or district program, the following surplus process will apply:

1. School teaching staff, including members on leave, will be invited to a special meeting held with the school principal before May 15<sup>th</sup> to discuss the surplus situation for the following school year. When a surplus situation exists in the fall, this special meeting will take place prior to September 30th.
2. The teachers to be retained on staff shall be those who have the greatest seniority provided they have the qualifications necessary for the positions available.
  - a. The necessary staff reductions may be brought about internally by teachers who voluntarily indicate:
    - Planned retirement
    - Leaves of absence
    - Part-time employment
    - Voluntary transfer (posting process)
    - Shared assignments
  - b. If internal solutions cannot be found, teachers may elect to volunteer to be declared surplus. In cases in which the number of teachers electing to volunteer to be declared surplus exceeds the number of positions declared surplus at a school, the volunteer teacher(s) with the greatest seniority shall be considered as surplus.
  - c. If internal solutions and volunteer teachers are not sufficient, teachers who have least district seniority will have their names forwarded to the Superintendent or designate to be considered as surplus.
3. Teachers declared surplus by the employer, will apply to posted vacancies and be placed according to procedures in E.21.
4. To create vacancies for teachers declared surplus, the employer will lay off teachers in accordance with Article C.20.

5. Should a teacher declared surplus by the employer fail to secure a position by the start of the school year the district will reserve the right to place the teacher, after meeting to discuss the nature and reasons for the placement, in any vacancies the teacher is qualified to teach with equivalent or greater FTE. This may include an employer initiated transfer according to E.25.
6. Teachers declared surplus shall be given first right of refusal to return to their previous position if it is reinstated within one full school year.
7. If an employee is required to assume teaching responsibilities that are significantly different than their present position, the local will be informed and the teacher may request to consult with the principal regarding a support plan for their new position.
8. Teachers will not be declared surplus by the employer for arbitrary or capricious reasons.

#### **ARTICLE E.23 REASSIGNMENT OF TEACHERS IN A SCHOOL CLOSURE SITUATION**

1. In a situation where a school is closed, teaching vacancies will not be declared until the teachers affected by the school closure have been considered for reassignment.
2. Teacher will be reassigned, with current F.T.E., to the new enrolling school(s) where the students have transferred.
3. All other subsequent staff changes would apply as per the collective agreement.

#### **ARTICLE E.24 TEACHING ASSIGNMENTS**

1. In timetabling and preparing teacher assignments, a number of factors should be considered including:
  - a. the number of course preparations and subject areas involved;
  - b. staff qualifications;
  - c. training and experience;
  - d. teacher preferences;
  - e. the number of classroom locations, and
  - f. the balance among staff assignments.

Where practicable, special consideration will be given to the assignments of beginning teachers, and timetable constraints and scheduling options will be reviewed with staff prior to being finalized.

2. Where practicable a staff meeting shall be held prior to May 31st for the purpose of discussing the proposed timetable and staff assignments for the next school year.
3. The teacher assignments in school shall not be made for disciplinary purposes.
4. If a change in assignment is made after June 15th, the teacher will be notified as soon as it is known thereafter.
5. A teacher who objects to the assignment in the school may request a meeting initially with the school Principal and then with the Superintendent or designate to discuss the assignment. The teacher may be accompanied by a member of the Local.
6. Where possible, Administrative Officers new to a school effective September 1st will attend a meeting with the staff at the school prior to June 15th for the purpose of being informed about the proposed staff assignments.

## **ARTICLE E.25      EMPLOYER INITIATED TRANSFERS**

1. Transfers shall not be initiated by the Employer for arbitrary or capricious reasons.
2. A District official intending to recommend a forced transfer to a teacher shall, at the request of the teacher, meet with the teacher at least five (5) days prior to the recommendation being placed before the Employer. 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 Local. The teacher shall have the opportunity to consider the matter and reply within forty-eight (48) hours of the meeting.
3. Transfers initiated by the Employer shall be completed prior to a vacancy being posted.
4. Unless exceptional circumstances exist, any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for four (4) school years.
5. In the event of an Employer initiated transfer of more than twenty (20) kilometres, the Employer shall provide, upon request, a letter for taxation purposes.

## **ARTICLE E.26      OFFER OF APPOINTMENT TO THE DISTRICT**

1. An applicant for appointment shall be entitled to rely on a representation of the Superintendent, an Assistant Superintendent, Director of Instruction, Secretary-Treasurer or Administrative Officer that an offer of any appointment has been made, or that an appointment has been made, or with respect to the terms of such offer or appointment.
2. The Employer shall confirm an offer of appointment to the district in writing as soon as practicable.

3. An offer of appointment to the District shall be deemed to be accepted when the acceptance of the offer has been received in writing by the Employer within forty-eight (48) hours of the offer of employment, or as soon as practicable.

## **ARTICLE E.27      ORIENTATION**

The parties shall provide new appointees with a program of orientation during a regular school day within the first thirty (30) school days of commencing their duties.

## **ARTICLE E.28      EVALUATION OF TEACHERS**

1. All reports on the work of a teacher shall be in writing.
2. Before commencing observations, the evaluator shall meet with the teacher and discuss the purposes of the evaluation, the approximate time span and schedule of observations and the criteria and standards to be applied. The evaluator, in consultation with the teacher being evaluated, will identify and clarify the criteria and area(s) of expertise to be used in the evaluation.
3. Not fewer than three (3) nor more than six (6) formal classroom observations which reflect the teacher's assignment, shall be conducted in completing the report process unless mutually agreed.
4. Periods chosen for observation shall be during normal periods of the school year and the teacher shall have the opportunity to select two (2) observation times.
5. Following each observation, the evaluator shall discuss with the teacher their observations and impressions. Such observations and impressions shall further be provided to the teacher in the form of a written anecdotal statement within a reasonable time of the observation.
6. Reports shall be prepared only by evaluators authorized under Section 5(1) and 5(6) of the ***School Regulation***. Should a teacher request a specific evaluator the request shall not be unreasonably denied. Reports shall be prepared independently.
7. The content of a teaching report shall be a specific objective description by the evaluator of the learning situation. A letter regarding teacher involvement in both non-classroom and extracurricular activities may accompany the teaching report as a separate document at the request of the teacher.
8. In the event of a less than satisfactory report, a teacher may request a plan of assistance from the Employer. This plan of assistance shall include a specified date for completion and shall be completed before another report is initiated unless the plan of assistance is not being followed substantially by the teacher or when the completion date cannot be met.

9. The teacher shall be given a draft copy of a report at least forty-eight (48) hours prior to preparation of the final copy. They shall have the opportunity of meeting with the evaluator in the company of a third person to discuss the draft. The evaluator shall strive to ensure accuracy prior to filing the final report.
10. The final report shall be filed in the teacher's personnel file at the District Office. A copy shall be given to the teacher at the time of filing and one retained by the Administrative Officer. No other copies of the report shall be filed.
11. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.
12. The report shall reflect those aspects of the teaching and learning situation which can reasonably be expected to be a teacher's responsibility and over which a teacher has control.
13. A formal report on a teacher shall be written only in the following circumstances:
  - a. when an Administrator has a cause for concern;
  - b. when the most recent evaluation is less than satisfactory;
  - c. when the teacher is new to the school district;
  - d. when the teacher has a substantially new assignment; and
  - e. when the teacher requests an evaluation.
14. **Teacher Requested Evaluation**

Where a teacher requests a report or letter of recommendation, time limits and procedures may be modified under exceptional circumstances and will be acted upon as soon as practicable.

## **ARTICLE E.29 NON-DISCRIMINATION**

1. The Employer and the Local subscribe to and shall follow the principles of the ***Human Rights Act*** of British Columbia which prohibits discrimination on the following grounds: race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex or age of that person or because of their conviction for a criminal or summary conviction charge that is unrelated to the employment or to the intended employment of that person.
2. The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any teacher for reason of membership or activity in the Local.
3. Any allegation made under this Section will be investigated by the Employer and the results reported to the Local and the Employer.

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

1. There shall be only one personnel file for each NOSTA member, maintained at district offices. Any file relating to an NOSTA member kept at the school shall be destroyed when the NOSTA member or Administrative Officer leaves that school.
2. After receiving a written request from an NOSTA member, the Superintendent, or Superintendent's designate, in respect of the personnel file, or the Principal or designate of the school, in respect of the school file, shall within two working days grant access to the NOSTA member's file. Subject to the NOSTA member's written authorization, the Local Union President or designate may review an NOSTA member's personnel file.
3. An appropriate District administrative official shall be present when a NOSTA member reviews their personnel file, and the NOSTA member may be accompanied by an individual of their choosing.
4. The Employer agrees that only factual material relevant to the employment of the NOSTA member shall be maintained in the personnel file and school file.
5. Neither file shall contain unsigned letters or notes of complaint.
6. The NOSTA member shall be informed when material of a critical nature is placed in the NOSTA member's personnel file.
7. Upon written request material critical of the Employee (other than evaluation reports) or in the nature of a reprimand may be removed. If the request is denied, specific reasons for the decision will be articulated. The teacher may attach a statement to the material indicating the nature of the disagreement with non-removal.
8. The personnel file shall be in the custody of the Superintendent or designate and the school file shall be in the custody of the Principal and shall not be accessible to other than appropriate administrative officials of the School District.

## **ARTICLE E.31 SCHOOL ACT APPEALS TO THE BOARD (SECTION 11)**

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

2. The Employer shall refuse to hear any appeal where the pupil and/or parent guardian of the pupil has not first discussed the decision with the teacher(s) who made the decision.
3. No decision or By-law of the Employer with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the teacher of any right, benefit or process otherwise provided by law.

## **ARTICLE E.32 FALSELY ACCUSED EMPLOYEE ASSISTANCE**

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an Employee of the District, and if
  - a. an investigation by the Employer has concluded that the accusation is not true on a balance of probabilities, and no criminal charges are laid, or
  - b. an investigation by the Employer has concluded that the accusation is not true on a balance of probabilities; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, or
  - c. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, and no criminal charges are laid, or
  - d. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, then

the teacher shall be entitled to reasonable assistance in addition to that provided through the Employee Assistance Program. The teacher, together with the Superintendent of Schools and the President of the Local, shall jointly establish a plan of assistance to facilitate the teacher's successful return to teaching duties.
2. Such assistance, pursuant to Article E.32.1 may include special counselling for the teacher and family members; short term paid leave of absence for the teacher; position transfer; and, upon request by the teacher, provision of factual information to parents and students.
3. Where a teacher has been suspended pursuant to Section 15(4) of the **School Act**, the Employee shall be reinstated with full pay providing the teacher is acquitted of the charges and any additional investigation by the Employer concludes that, on a balance of probabilities, the teacher has not been guilty of any wrongdoing.



## **SECTION F        PROFESSIONAL RIGHTS**

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

1.        Effective July 1, 2024, the employer shall provide professional development funding not less than one fifth of one percent (0.20%) of the Category 6 maximum step, multiplied by the total teacher FTE in the District, as of September 30 of the previous year.
2.        This article replaces only local provisions regarding professional development funding that do not equal or exceed the minimum funding required in Article F.1.1.

PCA Article F.1.3 is not applicable in SD No. 83 (North Okanagan-Shuswap).

#### **Local Provisions:**

4.        The Local shall pay forty (\$40) per full-time equivalent teacher to establish a fund for the purpose of professional development.

F.1 Transitional Funding – In effect July 1, 2022 to June 30, 2024

5.        The Employer shall pay one hundred and fifty dollars (\$150) per full-time equivalent teacher and the Local shall pay forty (\$40) per full-time equivalent teacher to establish a fund for the purpose of professional development.

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

1.        The fund established in F.1 shall be controlled and administered by the Professional Development Committee pursuant to guidelines approved by both the Employer and the Local.
2.        The Board shall provide one Teacher Teaching on Call day for each F.T.E. teacher on staff as at October 31st of each school year. A record of the use of all such days shall be kept by the Employer and by the School Pro-D Committee on a per teacher basis. Unused days shall be carried forward to the next school year on a per teacher basis for up to three school years except for circumstances within the three year period when a teacher applies, in advance, to attend a specific program.
3.        The Professional Development fund shall be controlled and administered by the Local.
4.        Disbursements shall be made pursuant to the guidelines contained in the Professional Development Handbook.
5.        The Professional Development Handbook shall be developed by the Professional Development Committee and approved by both the Employer and the Local.
6.        The Professional Development Committee shall be chaired by the Local's Professional Development Chairperson.

7. The membership of the Professional Development Committee shall be as established in the Professional Development Handbook.
8. The per teacher Pro-D funds and T.O.C. days are portable on transfer to another assignment within the District.
9. The Pro-D fund will not be required to finance curriculum implementation or educational change in the District.

## **ARTICLE F.21 NON-INSTRUCTIONAL DAYS**

1. All of the available non-instructional days as provided in the School Calendar and authorized by the Employer shall be used for Teacher Professional Development activities.
2. A minimum of three (3) non-instructional days shall be used for activities determined at the school level by the school Staff and jointly approved by the School staff and Administrative Officer(s).
3. Such activities may include: program development, staff development, school planning and individual in-service. One day may be used for parent-teacher interviews.
4. A maximum of two (2) non-instructional days may be used for other activities such as district-wide in-service days and conventions.
5. Non-instructional days as prescribed by the School Calendar shall be considered as instructional days for salary purposes.
6. The year-end administration day is not considered as one of the Professional Development days described above.

## **ARTICLE F.22 ASSESSMENT DAYS**

1. The Employer shall provide each F.T.E. teacher, Kindergarten and Primary (Grades 1, 2, 3) with one (1) day in the first reporting period and one (1) day in the second reporting period for assessment purposes. The school based team consisting of the Principal, teacher, Local Representative and a District Representative, shall develop a plan to provide every teacher with Kindergarten and Primary (Grades 1, 2, 3) pupils with time to write assessment reports on pupils and to consult with parents.
2. The provision of two assessment days will apply to Grade 4 classes.

## **ARTICLE F.23 PARENT-TEACHER CONFERENCES**

The Employer shall make every effort to provide time during normal instruction hours for teachers to confer with parents on parent-teacher conference days.

## **ARTICLE F.24      CURRICULUM IMPLEMENTATION, EDUCATIONAL AND TECHNOLOGICAL CHANGE**

When new curriculum, educational or technological change is being introduced to the School District it will be the responsibility of a jointly established standing committee to make recommendations to the Employer and the Local regarding implementation including time, material, in-service and funding. The Pro-D Chair is entitled to be informed of funding that the Employer has received for the purpose of curriculum, educational, or technological change.

## **ARTICLE F.25      ACCREDITATION**

1. Unless directed by the Ministry, accreditation is voluntary. Accreditation shall occur only in those schools where the majority decision of the school staff is to undertake such accreditation.
2. The NOSTA President will be informed of the proposed accreditation at least seventy-two (72) hours prior to the school staff vote on that matter.
3. The purpose of school accreditation is to provide school staffs with an opportunity to develop, in co-operation with their local communities, the best possible school climate and selection of programs.
4. Resources as provided in the Block Funding or through other additional Ministry funds shall be used as determined by the School Accreditation Committee.
5. Resources provided for follow-up activities in the Block Funding or through other additional Ministry funds shall be so used.

## **ARTICLE F.26      INTER-SCHOOL VISITATIONS**

Leave with pay may be granted up to a maximum of one (1) day to visit other schools to observe teaching procedures, curriculum development and classroom management. This leave provision is subject to the availability of funds for Teacher Teaching on Call coverage.

## **SECTION G       LEAVES OF ABSENCE**

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

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

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

[See Article G.25 Sick Leave, for sick leave use and accrual]

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

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

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

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

[See also Article G.30 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), current ward, grandchild or grandparent of an employee (including in-law), and
  - b. any person who lives with an employee as a member of the employee’s family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.
  3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “family member” means:

- a. in relation to an employee:
  - i. a member of an employee's immediate family;
  - ii. an employee’s aunt or uncle, niece or nephew, current or former foster parent, former ward or guardian or their spouses;
- b. in relation to an employee's spouse or common-law partner or same-sex partner:
  - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and

- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

[See also Article G.4.5.]

- 4. Any and all superior provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.

**Local Provisions:**

- 5. In the event of the death of any relative not mentioned in Article G.4.1 or a friend of a teacher, the teacher shall be entitled to leave for up to one (1) day with pay, for the purpose of attending the funeral. Two (2) days maximum per school year shall be useable under this clause.

**ARTICLE G.5 UNPAID DISCRETIONARY LEAVE**

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

*Implementation:*

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

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

Article G.6. does not apply in SD 83 except Article G.1.b applies for the purposes of Article A.10 only.

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.

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

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

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

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

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

1. A teacher shall be granted leave upon request to accept a position if the teacher is:
  - a. replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
  - b. their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.



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

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

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

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

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

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

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

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

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

*[Note: In SD 83, for employees who do not qualify for EI maternity benefits, G.12.1 does not apply. See G.12.2 below.]*

### **Local Provisions:**

2. When a pregnant teacher takes the maternity leave to which they are entitled pursuant to the Employment Standards Act, and the teacher is not in receipt of EI maternity benefits, the Employer shall pay the teacher, 85 percent of their current salary for the first two weeks of the leave.

[See also Article G.26 Maternity Leave for leave provisions.]

## **ARTICLE G.20      NOTICE**

All leave requests under this Section shall be in writing and shall give reasonable notice to the Employer considering all the circumstances of the leave. In cases of emergency the written leave request may be submitted retroactively.

## **ARTICLE G.21      PRESIDENT'S LEAVE**

1. The Employer agrees to release the President of the Local from teaching duties.
2. Request for such leave shall be in writing and received by the Employer prior to May 15th preceding the school year for which the leave is requested.
3. The Employer shall continue to pay the President's salary and to provide benefits as specified in the Agreement.
4. The Local shall reimburse the Employer for 100% (one hundred percent) of such salary and benefits upon receipt of a monthly statement.

5. The President, returning to teaching duties upon completion of a leave period, shall be assigned:
  - a. upon a leave period of up to two years, to the position that they would have held if the leave had not been taken;
  - b. upon a leave period of more than two years, to a similar position to that held prior to the leave or to another position agreeable to the teacher and Employer.
6. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Employer.
7. In the event the President is unable to fulfill the presidential duties due to illness, the Employer shall provide a Teacher Teaching on Call, at Local cost, to permit another Local member to assume the duties of the President.

## **ARTICLE G.22 LEAVE FOR LOCAL AND BCTF BUSINESS**

1. An Employee covered by this Agreement shall be entitled to release time from instructional duties to carry out Local business.
2. Short term release time will be granted as follows:
  - a. School Staff Representative - up to 3 days
  - b. Local Representative - up to 10 days
  - c. Local/BCTF/CTF Committees, Representative Assembly and Task Force and Advisory Board on Teacher Education Programs - up to 15 days.

In addition to these days, five (5) additional days may be granted at the discretion of the Superintendent.
3. The total release time allowable for all of the above shall be twenty (20) days. Additional days may be granted by the Superintendent.
4. The following leaves shall not be subject to the above limit of twenty (20) days:
  - a. Employer paid Local leaves;
  - b. leave for contract negotiations;
  - c. TQS and TQB;
  - d. Ministry of Education;
  - e. Teacher Regulation Branch;
  - f. BCTF Executive

Such release from duties shall be granted without loss of pay subject to the Employer being reimbursed for the cost of the Teacher Teaching on Call and subject to obtaining the services of a satisfactory Teacher Teaching on Call.

5. Positions with the BCTF

- a. In the event that an Employee covered by this Agreement is elected to a full-time position as an officer of the BCTF, or is appointed on a term contract of employment to the administrative staff of the BCTF, or secondment to the Federation, leave of absence without pay shall be granted for the duration of those duties. Approval for such leave shall be subject to obtaining the services of a satisfactory Teacher Teaching on Call.
  - b. For the purposes of pension, experience, sick leave and seniority the Employee shall be deemed to be in the full employ of the Employer. In such case the Employee shall be entitled, on written notice by the Employee to the Superintendent at least two months prior to Labour Day, the end of Christmas break or the end of spring break, to return to employment with the District effective the commencement of that term, and shall be entitled to an assignment comparable to that previously held.
6. Those returning from long term certain leaves within a school year shall be reassigned to the same position held prior to the leave. A teacher returning from leave extending into the next school year shall be assigned to a reasonably comparable position.

## **ARTICLE G.23 LEAVE FOR CONTRACT NEGOTIATIONS**

Leave of absence with pay shall be granted to three (3) members of the Local to conduct negotiations held during instructional hours.

## **ARTICLE G.24 LEAVE FOR LOCAL REPRESENTATIVES**

1. The Employer shall recognize a reasonable number up to nine (9) Local Representatives appointed or otherwise selected by the Local bargaining unit, whose duties shall be to investigate and to attempt to settle disputes.
2. The Local shall notify the Employer, in writing, of the name of each Local Representative before the Employer shall be required to recognize them.
3. When requested by the teacher, a Local Representative shall be relieved of instructional duties without loss of pay to attend any meeting involving the teacher and the Employer concerning disciplinary matters and grievances.
4. Local Representatives shall make every attempt to arrange to conduct grievance investigations and other Local business in such a manner as not to disrupt classroom or other instruction and may, if conditions warrant, be given leave for such investigations.

## **ARTICLE G.25      SICK LEAVE**

1. Sick leave with pay is earned on the basis of 1.5 days for each month taught by the teacher in the service of the Employer. Teachers on part-time appointments will accrue sick leave on a proportionate basis to their appointment.
2. Any days during which the teacher has been absent with full pay for reasons of illness, injury or unavoidable quarantine shall be charged against sick leave accumulated by the teacher.
3. When an Employee is given leave of absence without pay for any reason or is laid off and returns to the service of the Employer upon expiration of such leave of absence or layoff, they shall not receive sick leave allowance for the period of such absence, but shall retain their cumulative allowance, if any, existing at the time of such leave or layoff. Any credits which have been ported from SD No. 83 to another district pursuant to PCA Article G.1 shall not be available to the teacher. Pursuant to PCA article G.1, an employee who is rehired to SD No. 83 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.
4. There is no maximum to the number of days sick leave that may be accumulated or used. The maximum number of days of sick leave allowed with full pay in any one school year shall not exceed 120 days.
5. Each teacher shall receive by October 31st an annual statement of their accumulated sick leave as of June 30th.
6. In each year, fifteen (15) days of sick leave shall be advanced to each teacher at the beginning of the school year. Teachers commencing employment with the District 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.
7. A teacher may be required to provide an acceptable medical certificate in relation to any absence due to illness or injury.
8. Refer to PCA Article G.1 for porting of sick leave to/from other school districts.
9. Sick leave accumulated and unused prior to June 30, 1990 shall be carried forward on behalf of each teacher.
10. On return from the sick leave, under the terms of this agreement, the teacher will be assigned to the position that they would have held if the leave had not been taken. In the event the position no longer exists, the teacher shall be assigned to a similar position at the same school. All other subsequent staff changes would apply as per the Collective Agreement.

## **ARTICLE G.26      MATERNITY LEAVE**

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

- a.      A pregnant teacher shall be granted, upon request, a leave of absence as provided for in the ***Employment Standards Act***.
- b.      At the time of requesting the leave, the teacher may elect to return on a date which would coincide with the commencement of the term, semester, or the first day of school following the spring break or Christmas break which first succeeds the statutory maternity leave. Such leave will be granted on the same conditions provided for in the ***Employment Standards Act***. A teacher on short term maternity leave shall receive experience recognition for the duration of this leave.

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

### **2.      Extended Maternity Leave**

- a.      Teachers granted leave under the above mentioned paragraphs, who choose not to return to work at the expiration of that leave may apply for extended maternity leave, four (4) weeks prior to the start of a semester or term or by May 31st in respect to leave expiring on June 30th.
- b.      Leave shall be granted upon request for a period of up to a maximum of twenty (20) school months with return to coincide with the commencement of a term or semester.
- c.      Teachers returning from extended maternity leave shall do so at the commencement of a term or semester and shall notify the Employer four (4) weeks in advance except in respect to leave expiring June 30th where notice shall be given by May 31st.
- d.      For those benefits capable of being maintained, a teacher on extended maternity leave may, upon payment of total premiums, have the benefits paid by the Employer for the duration of the leave.
- e.      If at the end of the agreed-upon period of leave, the teacher is unable to return to duty because of ill health, they shall qualify for their sick leave provisions and a Teacher Teaching on Call shall be appointed until they return to duty.

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

- a.      In the case of an incomplete pregnancy, death of a child, or other special situations, an application for return to duty at a date earlier than that specified above will be considered by the Employer. Every reasonable effort will be made to comply with such an application. The teacher intending to make an early return to duty will submit a written application and, where applicable, a medical certificate.

- b. On return from maternity leave, under the terms of this agreement, the teacher will be assigned to the position that they would have held if the leave had not been taken. In the event the position no longer exists, the teacher shall be assigned to a similar position at the same school. All other subsequent staff changes would apply as per the Collective Agreement.

## **ARTICLE G.27 PARENTHOOD LEAVE**

1. A teacher with a dependent child shall be granted upon request leave of absence without pay;
  - a. for a period of up to twenty (20) months,
  - b. the return to duty will coincide with the commencement of a term or semester or the first day after the Christmas or Spring Break.
2. Requests for Parenthood Leave must be submitted in writing to the Employer by March 31st if leave is to commence the following September, or three (3) months in advance if the leave is to begin during the school year.
3. For those benefits capable of being maintained a teacher may, upon payment of the total premium have the benefits paid by the Employer, for the duration of the leave.
4. A teacher shall be entitled to no more than two (2) leaves under this Article while employed by the Employer.
5. On return from parenthood leave, under the terms of this agreement, the teacher will be assigned to the position that they would have held if the leave had not been taken. In the event the position no longer exists, the teacher shall be assigned to a similar position at the same school. All other subsequent staff changes would apply as per the Collective Agreement.

## **ARTICLE G.28 PATERNITY LEAVE**

A teacher shall be granted leave up to two (2) days with pay to attend the birth of their child or to care for their family during or after the birth. Leave may be taken in two (2) segments.

## **ARTICLE G.29 ADOPTION LEAVE**

1. 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. The provisions of the Maternity Leave Article shall apply.
2. A teacher shall be granted leave for mandatory interviews or traveling time to receive a child. Leave granted with pay for such purposes shall not exceed one (1) day but may be taken in half days.

3. Two (2) days at the cost of a Teacher Teaching on Call may be taken. These days may also be taken in half days.

### **ARTICLE G.30 COMPASSIONATE LEAVE**

Where a teacher makes written application for compassionate leave because of serious illness within the teacher's immediate family: spouse, including a common-law spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild, leave with pay shall be granted to a maximum of five (5) days annually. The teacher may be required to produce a certificate from a duly qualified medical practitioner as proof of such illness in their family.

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

### **ARTICLE G.31 JURY DUTY AND COURT APPEARANCES**

1. The Employer shall grant leave of absence with pay to any teacher summoned to serve on a jury or when subpoenaed as a witness in criminal or civil proceedings. A teacher on such leave shall pay over to the Employer the basic stipend received for jury duty.
2. Leave of absence to appear in one's own defense or in appearances created by the teacher's private affairs shall be granted, at the cost of a Teacher Teaching on Call, unless under suspension by the Board pursuant to Section 15 of the **School Act**.

### **ARTICLE G.32 LEAVE FOR ELECTED OFFICE OR COMMUNITY SERVICE**

1. When a teacher is nominated as a candidate or wishes to contest a Federal or Provincial election, they shall be granted leave of absence without pay during the election campaign.
2. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, they shall be granted a long-term leave of absence without pay, for one or more terms of office, not to exceed five (5) years. Leaves beyond five (5) years shall be at the discretion of the Superintendent.
3. Teachers elected or appointed to Municipal or Regional District offices or public boards or teachers with community service requests shall be granted a leave of absence in any school year of two (2) days at the cost of a Teacher Teaching on Call. The teacher may request up to a further three (3) days' leave.

### **ARTICLE G.33 LEAVES: OTHER**

1. A teacher may request and shall be granted a leave of absence with pay for any of the following reasons:



- a. Examinations - To write an examination in a subject related to the teaching assignment. A maximum of one (1) day.
  - b. Convocation - To receive a degree or diploma from an educational institution or to be present when a member of the teacher's immediate family (child, spouse, sibling, parent) receives a degree or diploma. A maximum of one (1) day, but the leave to attend convocation of the immediate family shall be at the cost of a Teacher Teaching on Call.
  - c. Competitions - To participate (play, coach, referee, manage or train) in a provincial, national or international competition or festival. The teacher will be required to present a letter from the representative group confirming that the individual's participation is needed and confirming that the function is a provincial, national or international competition or festival.
  - d. Citizenship - To attend a ceremony where the teacher is granted Canadian citizenship. A maximum of one (1) day.
  - e. Marriage - To attend the teacher's own marriage, should this occur on a school day. A maximum of one (1) day.
  - f. Educational Activities - To give an address on educational matters at workshops, conferences or conventions. A maximum of two (2) days, but at the cost of a Teacher Teaching on Call.
  - g. Personal Leave - Personal leave, with pay, up to a maximum of two (2) days shall be granted in any one school year at the cost of a Teacher Teaching on Call.
2. No teacher shall be entitled to receive more than five (5) days leave under this Article in any one school year.

#### **ARTICLE G.34 SELF-FUNDED LEAVE PLAN**

- 1. The Employer shall administer a mutually agreed Self-Funded Leave Plan as determined by a separate agreement.
- 2. On return from self-funded leave, under the terms of this agreement, the teacher will be assigned to the position that they would have held if the leave had not been taken. In the event the position no longer exists, the teacher shall be assigned to a similar position at the same school. All other subsequent staff changes would apply as per the Collective Agreement.

#### **ARTICLE G.35 EDUCATIONAL LEAVE**

- 1. Teachers wishing to pursue an approved program of studies at a recognized university may be granted a leave of absence for ten (10) months without pay.

**2. Criteria**

- a. Educational leave shall normally be for one year;
- b. Candidates for educational leave must hold a continuing teaching appointment;
- c. Factors affecting approval:
  - i. program to be undertaken;
  - ii. potential value of program to District;
  - iii. quality of service to date.

**3. Application**

- a. Teachers desiring educational leave under this Article shall apply to the Superintendent of Schools;
- b. The final date for receipt of application for educational leave of absence in the ensuing year will be March 28th.

**4. Return**

- a. Teachers granted educational leave will return to service with the District for at least two years.
- b. On return from educational leave, under the terms of this agreement, the teacher will be assigned to a position that they would have held if the leave had not been taken. In the event the position no longer exists, the teacher shall be assigned to a similar position at the same school. All other staff changes would apply as per the Collective Agreement.
- c. The period for which such leave is granted will be counted as teaching experience for salary purposes.

**ARTICLE G.36 LONG-TERM PERSONAL LEAVES**

- 1. An employee may be granted personal leave of absence from their entire FTE without pay for up to one year. Such leave may be extended for up to one additional year when requested by the employee.
- 2. All leaves under this article will be subject to the following:
  - a. A leave request or leave extension request for the following school year should be submitted by March 31 of the current school year.
  - b. Teachers who do not hold continuing status with the district may only apply for a leave equal to the duration of their temporary assignment.

- c. Personal leaves commencing after the start of the school year may be granted if a qualified replacement teacher can be hired. Leaves commencing after the beginning of the school year may be granted if the leave is to begin after a break of one week or more in the school calendar or at semester or term end.
- d. Where a request for personal leave is denied the affected teacher may request (and will be provided) with the reason(s) for denying their application.
- e. A teacher who accepts a permanent appointment in education, outside of School District 83, while on leave, must immediately disclose this fact to School District 83 and in discussions with the Board and NOSTA, may be asked to resign.
- f. An employee on personal leave will be entitled to continue, at full cost to the employee, all medical and dental and insurance benefits subject to the restrictions of the carrier.
- g. The teacher may request early return from leave with 30 days notice with placement to be made when and where possible as determined by the Board and NOSTA.
- h. On return from the personal leave, under the terms of this agreement, the teacher shall be assigned to the position that they would have held if the leave had not been taken. In the event the position no longer exists, the teacher shall be assigned to a similar position at the same school. All other subsequent staff changes would apply as per the Collective Agreement.

## Appendix A

### Memorandum Re: Instalment Savings Plan / Twelve Month Pay

[This Appendix does not form a part of the collective agreement and is attached for information purposes only.]



#### The Board of Education of School District No. 83 (North Okanagan-Shuswap)

341 Shuswap Street SW, Box 129, Salmon Arm, BC, V1E 4N2

Phone: (250) 832 2157 Fax: (250) 832 9428

### MEMORANDUM

**TO:** Teachers Holding a Continuing or Temporary Contract **DATE:** 12 April 2019

**FROM:** Alanna Cameron, Secretary-Treasurer & Christina McDermott, NOSTA President

**CC:** Val Worobec, Manager of Payroll

**RE:** Instalment Savings Plan/Twelve Month Pay

A brief summary of the three options is provided below. We believe Option 1 or 2 are preferable, if you wish to retain 100% interest earned on the funds. For new enrolment, Option 3 needs to be selected prior to the end of the school year for the following school year (September 20<sup>th</sup> for newly hired teachers).

<u>Option 1: Teacher Self-Administered</u>	<u>Contact/Process</u>
Teacher opens a second account (savings) at their current financial institution. A portion of your net pay is automatically put in this account each month. Your financial institution will credit interest each month. Teacher withdraws funds personally in July/August as required.	<ol style="list-style-type: none"> <li>1. Go to your financial institution – open a savings account.</li> <li>2. Complete the form for Option 1 and return the completed form to the Payroll Dept..</li> </ol>
<u>Option 2: SASCU Teacher Instalment Payroll Savings Plan</u>	<u>Contact/Process</u>
<p>Teacher opens a special "payroll savings account" at SASCU (this must be the same branch as your primary account). 16.67% of the monthly net pay is deposited to this account. Interest is credited to this account. The balance of the teacher's net pay must also be deposited to an account at SASCU (Primary Account).</p> <p>The teacher does not have access to the funds during the school year - funds "held in trust". One quarter of the funds will be automatically transferred to the teacher's SASCU chequing account on July 15<sup>th</sup>, July 31<sup>st</sup>, August 15<sup>th</sup> and September 01<sup>st</sup>.</p>	<ol style="list-style-type: none"> <li>1. Contact SASCU to set up Teacher Instalment Payroll Savings Account Side Agreement.</li> <li>2. Complete the form for Option 2 and return the completed form to the Payroll Dept. along with a copy of the SASCU Teachers Instalment Payroll Savings Agreement.</li> </ol>
<u>Option 3: Optional Twelve-Month Pay Plan (Provincial Agreement)</u>	<u>Contact/Process</u>
<p>Teacher requests the school district to deduct a specific amount from their monthly net pay. The school district holds these funds and pays out 50% on July 15<sup>th</sup> and August 15<sup>th</sup> into the teacher's chequing account.</p> <p>Teachers are credited for interest for the period September to March, and interest for April – August remains with the School District (Provincial Plan).</p>	<ol style="list-style-type: none"> <li>1. Contact Teacher Payroll (250-804-7836) for further information.</li> </ol>

# LOCAL LETTERS OF UNDERSTANDING

## LETTER OF UNDERSTANDING

Between

**Shuswap Teachers' Association**

And

British Columbia Teachers' Federation (BCTF)

And

The Board of School Education of  
School District **No. 83 (North Okanagan-Shuswap)** (the Board)

And

British Columbia Public School Employers' Association (BCPSEA)

### **Re: Speech and Language Pathologists**

Whereas the Labour Relations Board on June 24, 2002, granted a variation in the certification of the BCTF to include all speech and language pathologists employed by the Board;

The parties agree to establish terms and conditions of employment for those employees as follows:

1. The collective Agreement as it relates to employees in School District No. 83 (North Okanagan-Shuswap) shall apply in full to speech and language pathologists except where the agreement language relates solely and exclusively to classroom based assignments or where modified specifically by the Letter of Understanding. Wherever the term "teacher" is used in a provision in the Collective Agreement, that provision applies to speech and language pathologists, except as amended by this Letter.
2. The parties agree that Article C17.2 (regarding uncertificated Teachers-on-Call) does not have application to speech and language pathologists.
3. The parties agree that Article B12.2 shall be amended by adding B12.2 (1) as follows:

"The category placement of speech and language pathologists shall be determined in line with the principles established by the Teacher Qualification Service and this agreement for determining the salary category of teachers based on years of university level training."
4. The parties agree that Article B12 shall be amended by adding B12.5 as follows:

**"Experience Recognition – Speech and Language Pathologists:**  
Experience recognition shall be granted in accordance with the applicable provisions of Section B for professional employment as a speech and language pathologist or

physiotherapist in a school district, hospital, clinic or government funded agency, provided that:

**B12.5 (1)** Employment shall be deemed to be equivalent to one full work year as follows:

B12.5 (1) (a) for school district employment, ten (10) months,

B12.5 (1) (b) for other employment, twelve (12) months.”

5. The parties agree to amend Article D15 by adding the following as D15.1:

**“Regular Work Year for Speech and Language Pathologists**

The work year for speech and language pathologists shall not exceed the total number of days in session established for teachers pursuant to D15.0 between July 1 and June 30, provided that no days of work may be scheduled during the Christmas or the spring break without the agreement of the employee. Speech and language pathologists covered by this Letter of Understanding who agree upon request in writing by the Board to work more than the total number of days so established in the work year, shall have the options set out in D15 (5).”

6. The parties agree to amend Article D19 by adding the following as D19 (7):

“Despite D19 (4), staff meetings for speech and language pathologists may be held on any work day within the work year as established by D15.0.”

7. The terms of this agreement come into effect as of the ratification of this Letter of Understanding, except as agreed by the STA and the Board.

Date: April 17, 2003

For the STA

For the Board

For BCTF  
Irene Lanzinger

For BCPSEA  
Hugh Flinlayson

## **LETTER OF UNDERSTANDING**

**Between**

**North Okanagan-Shuswap Teachers' Association ( the "Local" )**

**AND**

**The Board of Education of School District No. 83 ( North Okanagan-Shuswap )  
( the "Board" )**

### **RE: Posting and Filling: Vacant Positions**

The parties have agreed to changes in Article E.21 Posting and Filling: Vacant Positions.

The purpose of this LOU is to provide additional information regarding the inclusion of "Placement of teachers who have been teaching at one location for seven (7) years or more."

1. The parties agree to the following interpretation of the "Placement of teachers who have been teaching at one location for seven (7) years or more."

a) Teaching at one location must be continuous.

b) Teaching for seven (7) years or more does not include time on the following leaves:

- Self-Funded / Deferred Salary
- Leave for Elected Office or Community Service
- Parenthood, Not including Parental Leave from Part 6 ESA
- Extended Maternity, Not including Pregnancy Leave from Part 6 ESA
- Secondments, which are not counted as teaching experience for salary purposes
- Personal

c) Leaves are not considered a break in continuous service.

For example, a teacher posts into a school September 2006 and continues through June 2010. The teacher then takes a personal leave from September 2010 through June 2011 and returns to their position in September 2011 and continues at this same location. The teacher's application would be eligible for advanced order of placement for posted vacancies commencing September 2014.

2. It is a teacher's responsibility to identify on the application for posted vacancies that they are applying for advanced order of placement. The Human Resources Department will confirm eligibility of advanced order of placement.

DATED at Salmon Arm this 2nd day of November, 2016

Original signed by: Glenn Borthistle  
**Board of Education of School District No. 83**

Original signed by: Brenda O'Dell  
**North Okanagan-Shuswap Teachers' Association**

# 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



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

### **Housekeeping – Form Issues**

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

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

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

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

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

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

### **Section C – Employment Rights**

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

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

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

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

## **Section E – Personnel Practices**

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

21. Leave for Blood, Tissue and Organ Donations, Leave for Bone Marrow, Cell Separation Program Participation

22. Miscellaneous Leaves with cost

January 22, 2021 - Provincial Matters

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

<b>Appendix 2</b> <b>LOCAL MATTERS</b>
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## **Appendix 2 – Local Matters**

### **Housekeeping – Form Issues**

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

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

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

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

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

## **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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



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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.

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

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

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

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

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

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

**Concerning Selection of Administrative Officers**

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

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

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

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

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

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

**Professional Development**

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

Teacher Assistants:

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

Professional Development:

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

Signed this 23rd day of April 1997.

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

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

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

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

## **LETTER OF UNDERSTANDING NO. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

## **LETTER OF UNDERSTANDING NO. 3. A**

**Between**

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

**And**

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

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

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

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

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

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

## 1.0 RATE OF PAY MAINTENANCE

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

### 1.1 Continuing Employees

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

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

*Example:*

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

1.1.3 Continuing employees shall be notified, in writing, of their intended grid placement under the Column A agreement for the 2002-2003 school year within one month of the signing of this Letter of Understanding.

a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.

b. Appeals must be referred to the Board and the Union by October 15, 2002.

c. Appeals not resolved by November 15, 2002, shall be referred to step 3 of the grievance procedure, Article A.6.

1.1.4 Any continuing employee covered by a Column C agreement whose salary at June 30, 2002 (x) 1.025 is greater than that they would receive according to their salary in the Column A agreement at July 1, 2002, shall receive the difference in equal monthly instalments during the 2002-2003 school year. Such employees shall have their names and salary as at June 30, 2002 included on a "Rate of Pay Maintenance Schedule" attached to the Collective Agreement.

**Sample Rate of Pay Maintenance Schedule:**

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

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

- 1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what they would receive according to their salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal monthly installments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.1.6 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly installments for any time they are employed.
- 1.1.7 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a TTOC, be placed on the "TTOC Schedule" at the daily rate they would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.1.8 The following describes the calculation for 1.1.4 and 1.1.5 above:

Year	Column A Agreement	Column C Agreement
02-03	Placement on grid according to Category and experience earned at June 30, 2002 = A.1	Salary at June 30, 2002 x 1.025 = B.1
	<ul style="list-style-type: none"> <li>(B.1 – A.1 = Difference/10= Monthly Installment)</li> </ul>	
03-04	Placement on grid according to Category and experience earned at June 30, 2003 = A.2	B.1 x 1.025 = B.2
	<ul style="list-style-type: none"> <li>(B.2 – A.2 = Difference/10= Monthly Installment)</li> </ul>	

Notes: 1. For 12-month pay schedules, the divisors will be 12.

2. *The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly instalment will be adjusted to reflect the salary and increment value of the Column A agreement.*
3. *Please refer to Appendix "A" for examples.*

## 1.2 Term/Temporary Employees

- 1.2.1 A term/temporary employee covered by a Column C agreement who has worked in term/temporary assignment(s) which, in the aggregate, equal(s) a minimum of .5 FTE during the 2001-2002 school year shall have their name added to the Rate of Pay Maintenance Schedule as appropriate.
- 1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly installment outlined in paragraphs 1.1.4 and 1.1.5 above for any time they are employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a TTOC, be placed on the "TTOC Schedule" at the daily rate they would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

## 1.3 TTOCs

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

### Sample TTOC Schedule:

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

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

- 1.3.3 The daily rate of pay for non-certificated teacher replacements in School Districts #08 (Kootenay Lake) and #82 (Coast Mountains) shall continue according to the terms and conditions of the Column C agreement unless varied pursuant to 9.3.2 of this Letter of Understanding.



- 1.3.4 The local parties shall compile and forward these “TTOC Schedules” to the provincial parties.

#### **1.4 Employees Hired After June 30, 2002**

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

#### **2.0 SICK LEAVE CREDITS**

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

#### **3.0 SENIORITY LISTS - DISTRICT-WIDE**

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

#### **4.0 STAFFING PROVISIONS - TRANSITIONAL EFFECTIVE DATE**

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

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

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

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

#### **5.0 GEOGRAPHICAL BOUNDARIES - STAFFING PROVISIONS**

In the event that the local parties wish to incorporate geographical boundaries/factors into the Column A agreement’s staffing provisions, the mid contract modification process

would apply, i.e., these amendments to the Column A agreement would be agreed upon at the local level and submitted to the provincial parties for approval.

## **6.0 LEAVES COMMENCING PRIOR TO JULY 1, 2002**

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

## **7.0 SALARY PLANS**

### **7.1 Deferred Salary Plan**

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

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

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

## **8.0 BENEFIT PLANS - TURNOVER DATE**

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

## **9.0 INCLUSIONS**

### **9.1 List**

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

- i SD.6 (Rocky Mountain) — Employees instructing adult education academic credit courses.
- ii SD.82 (Coast Mountains) — Speech Language Pathologists and uncertified substitute teachers.

- iii SD.83 (North Okanagan-Shuswap) — Persons employed to teach the Family Life curriculum in the Family Life Education program and Speech Language Pathologists
- iv SD.91 (Nechako Lakes) — Associated professionals including Speech Language Pathologists, Native Educational Counsellors, Native Language and Culture Instructors.

## **9.2 School District No.8 (Kootenay Lake)**

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

## **9.3 Application**

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

## **9.4 School District No.79 (Cowichan Valley)**

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

Signed this 25<sup>th</sup> day of June, 2002

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

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

School District No. 5

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

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
4	0	\$33,744	\$34,588	\$35,452	\$36,338
4	1	\$35,547	\$36,436	\$37,347	\$38,280
4	2	\$37,350	\$38,284	\$39,241	\$40,222
4	3	\$39,153	\$40,132	\$41,135	\$42,163
4	4	\$40,956	\$41,980	\$43,029	\$44,105
4	5	\$42,759	\$43,828	\$44,924	\$46,047
4	6	\$44,562	\$45,676	\$46,818	\$47,988
4	7	\$46,365	\$47,524	\$48,712	\$49,930
4	8	\$48,168	\$49,372	\$50,607	\$51,872
4	9	\$49,971	\$51,220	\$52,501	\$53,813
4	10	\$51,774	\$53,068	\$54,395	\$55,755

Example # 1 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 9 = \$38,405 on June 30, 2002

	Compare with	Annual Difference	Monthly Installment*
	\$38,405 +2.5%		
Placed on new scale	\$39,365	\$2,019	\$202
	\$40,349	\$127	\$13

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

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

\* Monthly installment assumes annual salary paid over 10 months

6/18/2024:10 PM

00-BB-Amalgamation Examples.xlsSheet1

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

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
5	0	\$38,378	\$39,337	\$40,321	\$41,329
5	1	\$40,513	\$41,526	\$42,564	\$43,628
5	2	\$42,648	\$43,714	\$44,807	\$45,927
5	3	\$44,783	\$45,903	\$47,050	\$48,226
5	4	\$46,918	\$48,091	\$49,293	\$50,526
5	5	\$49,053	\$50,279	\$51,536	\$52,825
5	6	\$51,188	\$52,468	\$53,779	\$55,124
5	7	\$53,323	\$54,656	\$55,922	\$57,423
5	8	\$55,458	\$56,844	\$58,266	\$59,722
5	9	\$57,593	\$59,033	\$60,509	\$62,021
5	10	\$59,728	\$61,221	\$62,752	\$64,321

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

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

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

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

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

\* Monthly Installment assumes annual salary paid over 10 months

**LETTER OF UNDERSTANDING NO. 3.B**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

Signed this 10<sup>th</sup> day of April, 2013

## **LETTER OF UNDERSTANDING NO. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Employment Equity – Indigenous Peoples**

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

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

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

**LETTER OF UNDERSTANDING NO. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

Not applicable in SD 83.



## LETTER OF UNDERSTANDING NO. 6

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

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING NO. 7**

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

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

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

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

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

3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports), for the purpose of porting, the teacher will be limited to a maximum of 1 years seniority for each year.
4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.

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

The following examples are intended to provide further clarification:

#### Example 1

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

#### Example 2

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

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

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

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

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

## **LETTER OF UNDERSTANDING NO. 8**

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

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed March 26, 2020

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

## **LETTER OF UNDERSTANDING NO. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

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

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

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



## Appendix A to Letter of Understanding No. 9

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

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

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

**LETTER OF UNDERSTANDING NO. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

Not applicable in SD No. 83.

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

### **BETWEEN**

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

### **AND THE**

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

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

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

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

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

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

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

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

Example:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Please Note: This written notice must be provided by the teacher and received by the district no later than November 15<sup>th</sup> of the 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 Letter of Understanding has been negotiated pursuant to the Letter of Understanding No. 17 fully and finally resolves all matters related to the implementation of the Supreme Court of Canada's Decision. As such, the Parties acknowledge that the re-opener process set out in Letter of Understanding No. 17 has been completed.

**THEREFORE THE PARTIES AGREE THAT:**

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



### Shared Commitment to Equitable Access to Learning

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

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

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

### Agreement to be Implemented

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

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

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

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

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

5. Where the local parties agree they prefer to follow a process that is different than what is set out in the applicable local Collective Agreement process and ancillary provisions, they may request that the Parties enter into discussions to amend those provisions. Upon agreement of the Parties, the amended provisions would

replace the process and ancillary provisions for the respective School District and local union.  
(Provisions to be identified in Schedule “A” to the Letter of Understanding).

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

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

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

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

The size of primary classes shall be limited as follows:

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

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

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

##### **Class Size Language: 4-12**

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

## **PART II – CLASS COMPOSITION PROVISIONS**

### **Implementation of Class Composition Language**

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

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

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

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

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

14. School Districts will make best efforts to achieve full compliance with the Collective Agreement provisions regarding class size and composition. Best efforts shall include:
  - A. Re-examining existing school boundaries;

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

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

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

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

#### Non-Compliance

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

- compelling family issues;
- sibling attendance at the same school;

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

### Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

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

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

## LETTER OF UNDERSTANDING NO. 13

### BETWEEN

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

### AND THE

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

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

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

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

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

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

The committee will:

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

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



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

**Re: Cultural Leave for Aboriginal Employees**

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

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

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

**LETTER OF UNDERSTANDING NO. 15**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**  
**(BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Structural Review Committees**

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

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

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

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

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

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

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

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

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

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

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

**Re: Benefits Improvements**

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

2. The parties further agree to enter into discussion around the allocation of:
  - a. Effective July 1, 2023 \$1,500,000 of ongoing money
  - b. Effective July 1, 2024 an additional \$2,000,000 of ongoing money

The allocation of benefits improvement funding may include the standardized provincial extended health plan, local dental plan provisions, and local dental plan levels of minimum coverage.

3. The parties will conclude benefit improvement discussion by no later than April 30, 2023.

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

## LETTER OF UNDERSTANDING NO. 17

### BETWEEN

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

### AND THE

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

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

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

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

The parties therefore agree that:

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

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

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

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